

## **AGREEMENT FOR GUTTER REPLACEMENT SERVICES**

This Agreement for gutter replacement services at 1777 S. Blanchard Ave (the "Agreement"), made this 3rd day of December, 2015, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 E. Wesley Street, Wheaton, Illinois, and Custom Installations, an Illinois corporation (the "Contractor"), with its principal place of business at 28457 N. Ballard Drive, Suite E, Lake Forest, IL, collectively referred to as the "Parties" or individually as "Party."

### **WITNESSETH**

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

#### **1. Labor and Materials**

The Contractor shall provide all labor, equipment and materials required to complete the following work: Gutter Replacement (the "Work"), as indicated in Contractor's [Proposal/Quote], dated October 19, 2015, attached to and incorporated as part of this Agreement as Exhibit A (the "Contractor's Proposal").

#### **2. Term**

The term of this Agreement shall be commence on December 3, 2015 and expire on December 31, 2015, (the "Term") unless terminated earlier pursuant to the terms of this Agreement.

#### **3. Performance of Work**

Contractor agrees to perform in a good and workmanlike manner and to the best of Contractor's ability, experience, and talents, in accordance with generally-accepted gutter installation practices in the Greater Chicago area, all of the duties that are described in Contractor's Proposal or as otherwise required by the express and implicit terms of this Agreement, to the satisfaction of the Park District. Contractor's duties may be specified and modified from time to time by the Park District in writing.

The Park District reserves the right to evaluate Contractor's performance of the Work, its employees and agents and, in the event such Work or performance are not in conformity with the requirements of this Agreement, as determined by the Park District, the Park District shall have the option to terminate this Agreement in accordance with Section 8 of this Agreement. Should the Park District reasonably determine that the performance of an employee or contractor of Contractor is inadequate or that said employee's or contractor's continued presence is in any way inconsistent with the policies and practices of the Park District, Contractor shall remove or reassign said employee or contractor immediately upon receipt of notice from the Park District.

Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

#### **4. Contract Sum**

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement for the Term of this Agreement as follows: \$7,175.00.

#### **5. Payment**

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of an invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*).

#### **6. Cleaning Up**

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

#### **7. Safety of Persons and Property**

- A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - 1. employees engaged in the Work and other persons who may be affected thereby; and
  - 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors.
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

## **8. Termination**

- a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

- b. Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued the same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor. Failure of Contractor to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District.

In the event the Park District terminates this Contract in accordance with this Section 8(b)(i), the Park District may enter into an agreement with another Contractor or Contractors to provide the Work. In such event, Contractor shall be liable to the Park District and shall pay the Park District promptly upon demand the increased cost to the Park District of obtaining the Work from the substitute Contractor(s), including, without limitation, the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees plus.

(ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then the Park District may, without prejudice to any other right or remedy, immediately terminate the retention of Contractor and/or finish or cause to be finished the Contractor's Work required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default, such excess shall be paid to Contractor. If such expense plus the Park District's losses and damages shall exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination, including but not limited to the Park District's right to collect sums due from Contractor under this Agreement and remedies for breach of this Agreement and Contractor's obligations to make such payments and compensate Park District for such breach.

#### **9. Insurance**

Contractor will procure and maintain during the Term the insurance coverages provided in Exhibit B, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

#### **10. Indemnification**

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with Exhibit B.

#### **11. No Liability**

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Services and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, contractor's,

agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

**12. Compliance with Laws and Permits**

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as Exhibit C to this Agreement.

**13. Choice of Law and Venue**

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

**14. No Third Party Beneficiary**

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

**15. No Waiver**

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement.

Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

**16. Independent Contractor**

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

**17. Non-Assignment**

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

**18. Notices**

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addressees:

If to Park District:      Wheaton Park District  
   102 E. Wesley Street  
   Wheaton, IL 60187  
   (Fax) 630-665-5880  
   Attention: Executive Director

If to Licensee:            Custom Installations  
   28457 N. Ballard Drive  
   Lake Forest, IL 60045  
  
   (Fax) 847 932-4504  
   Attention: Danielle Hardy

**19. Entire Agreement; No Amendment**

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

**20. Headings**

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

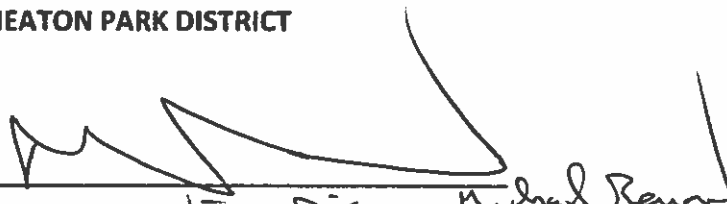
**21. Severability**

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

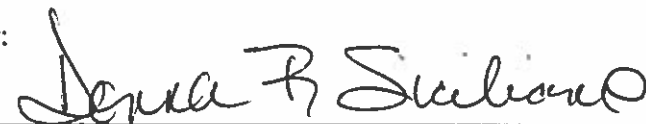
**WHEATON PARK DISTRICT**

By:

  
\_\_\_\_\_  
Executive Dir Michael Benn


Attest:

By:

  
\_\_\_\_\_  
Denise R Scialanga

**CONTRACTOR**

By:

  
\_\_\_\_\_  
Brad Hironimus  
General Manager

Attest:

By:



October 19, 2015

**PROPOSAL SUBMITTED TO:**

Wheaton Park District

**JOBSITE:**

1777 S Blanchard  
Wheaton, IL

Custom Installations Inc. hereby submits the following specifications and estimates for the residence located at above location

**OPTION 1: Install Box Gutters - (24 Gauge Kynar) – NON-circled area on diagram**

- Permits by others.
- Shear off all existing gutters and haul away.
- Install 24 gauge 7" Kynar box gutters. Approx. 320 ft.
- Install 7" galvanized hangers in 12" sections.
- Gutters are not seamless.
- Install (1) 4" x 5" 24 gauge Kynar downspouts and elbows to match existing. Approx. 25 ft. (One downspout to be added to one 132 ft. stretch of gutter)
- All other remaining downspouts to remain.
- All seams and joints sealed with 12-1 gutter seal (end caps, outlets)
- Clean up all debris created from above mentioned work.
- COLOR – GRANITE – to match as close as possible.
- NOTE: This proposal includes prevailing wages.

OPTION 1: Price: \$11,560.00

Approval option 1: \_\_\_\_\_ Initials

**OPTION 2: Install Box Gutters - (24 Gauge Kynar) – Circled area on diagram**

- Permits by others.
- Shear off all existing gutters and haul away.
- Install 24 gauge 7" Kynar box gutters. Approx. 125 ft.
- Install 7" galvanized hangers in 12" sections.
- Gutters are not seamless.
- Install (1) 4" x 5" 24 gauge Kynar downspouts and elbows to match existing. Approx. 25 ft. (One downspout to be added to one 123 ft. stretch of gutter)
- All other remaining downspouts to remain.
- All seams and joints sealed with 12-1 gutter seal (end caps, outlets)
- Clean up all debris created from above mentioned work.
- COLOR – GRANITE – to match as close as possible.
- NOTE: This proposal includes prevailing wages.

OPTION 2: Price: \$7,175.00

Approval option 2:  Initials

**Roofing License # 104.016406**

Custom Installations, Inc. insures the finest quality in both materials and workmanship and guarantees all labor for 1 year from installation. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner





is to carry fire, tornado and other necessary insurance. Custom Installations Inc. workers are fully covered by workers compensation insurance.

**Terms: 1/3 Deposit with the rest Due Upon Completion. 1.5 % Finance Charges after 30 days.**

Authorized Signature:  \_\_\_\_\_  
Custom Installations

Acceptance of proposal – The above prices, specifications and conditions are hereby accepted. Custom Installations Inc. is authorized to complete the work specified and payments will be made as outlined above.

Signature:  \_\_\_\_\_  
Wheaton Park District



October 14, 2015

**PROPOSAL SUBMITTED TO:**

Wheaton Park District

**JOBSITE:**

1777 S Blanchard  
Wheaton, IL

Custom Installations Inc. hereby submits the following specifications and estimates for the residence located at above location

**Install Box Gutters - (24 Gauge Kynar)**

- Permits by others.
- Shear off all existing gutters and haul away.
- Install 24 gauge 7" Kynar box gutters. Approx. 440 ft.
- Install 7" galvanized hangers in 12" sections.
- Gutters are not seamless.
- Remove (1) damaged downspout and haul away.
- Install (2) 4" x 5" 24 gauge Kynar downspouts and elbows to match existing. Approx. 50 ft. One downspout to be added to one 123 ft. stretch of gutter.
- All other remaining downspouts to remain.
- All seams and joints sealed with 12:1 gutter seal (end caps, outlets)
- Clean up all debris created from above mentioned work.
- COLOR - GRANITE - to match as close as possible.
- **NOTE:** This proposal includes prevailing wages.

We hereby propose to furnish labor and materials complete, in accordance with the above-mentioned specifications, for the sum of **\$18,570.00**

**Roofing License # 104.016406**

Custom Installations, Inc. insures the finest quality in both materials and workmanship and **guarantees all labor for 1 year from installation**. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Custom Installations Inc. workers are fully covered by workers compensation insurance.

Terms: 1/3 Deposit with the rest Due Upon Completion. 1.5 % Finance Charges after 30 days.

Authorized Signature: \_\_\_\_\_

Custom Installations

Acceptance of proposal - The above prices, specifications and conditions are hereby accepted. Custom Installations Inc. is authorized to complete the work specified and payments will be made as outlined above.

Signature: \_\_\_\_\_

Wheaton Park District

Date: 10/5/15

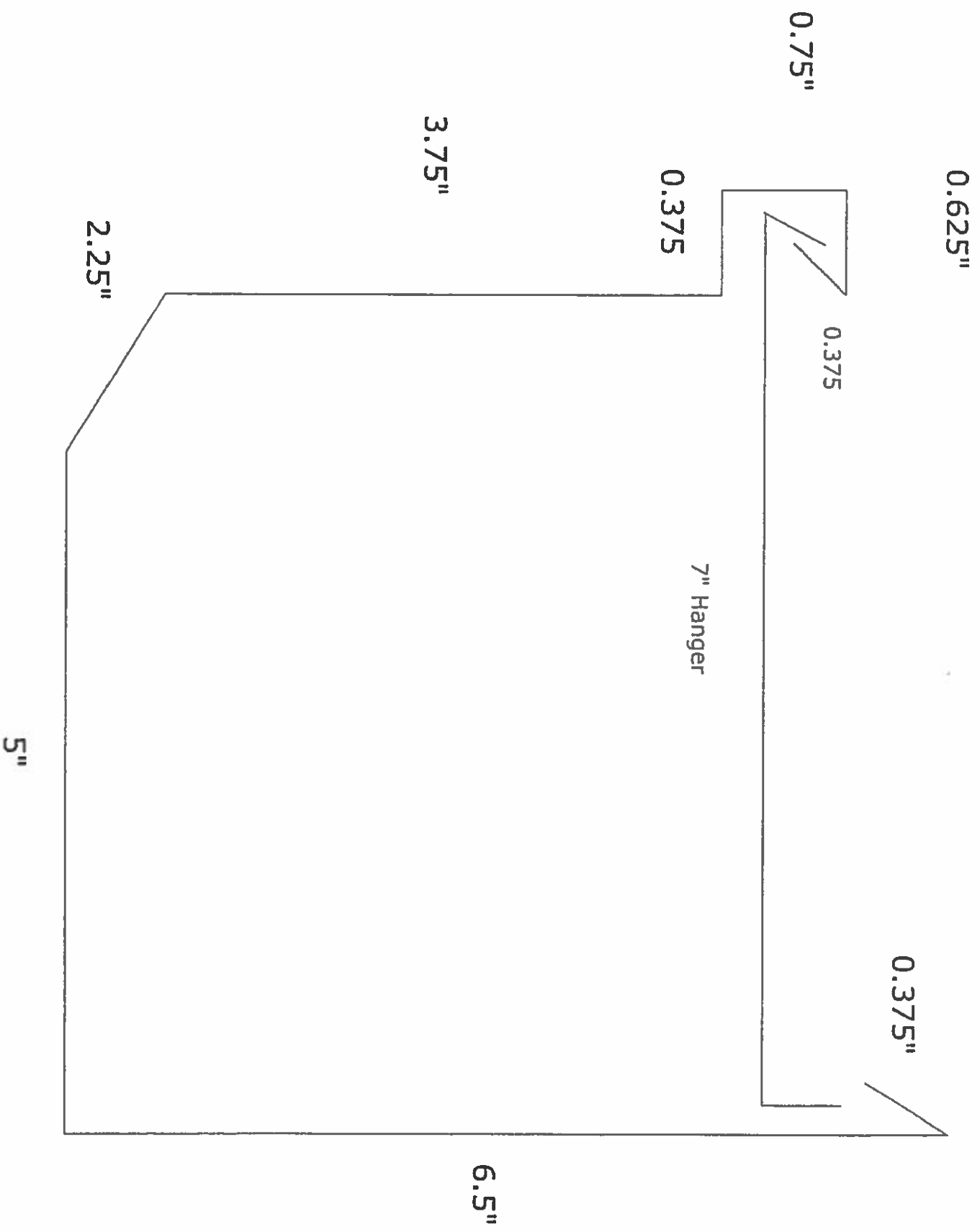
95-58

PXC CLAD  
The best  
match  
16 granite



Gutter	313
Flashing	N/A
DS	25 option
A Elbows	1 option
B Elbows	0
L End cap	7
R End cap	7
Out box	0
In box	0
Outlet A/B	11
Height G/D	N/A
Gang	N/A
T-Bars	N/A
DT	N/A
Extensions	N/A
Hand	N/A
G. Guards.	N/A

**Custom Installations 28457 Ballard Dr. Lake Forest IL 60045**



**EXHIBIT B**  
**INSURANCE AND INDEMNIFICATION REQUIREMENTS**

**I. Insurance**

**A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or at Owner's sole option on a more current ISO form or a substitute form providing at least equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

**B. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing at least equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage at least equivalent to that provided in the 1990 and later editions of CA 00 01.

**C. Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured

endorsement CG 20 10 or a substitute endorsement acceptable to Owner under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's and Architect's work.

**D. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and such other evidence of insurance as shall be requested by Owner, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Contract site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Agreement at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

**2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

**3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as

respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

**5. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**i. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's obligations pursuant to this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission, by the Contractor, any subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District's officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of breach of any of their obligations under, or default of, any provision of the Agreement.

**EXHIBIT C**  
**CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT**

**Note: The following certifications form an integral part of the Agreement between the Park District and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by the Park District.**

**THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:**

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; and 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Park District, immediately in writing, if it occurs prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. (i) Contractor's proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Park District has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Park District and the Park District's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Park District and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois



Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

- K. Contractor is not barred from contracting with the Park District because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Park District, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

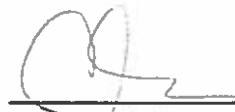
  
CONTRACTOR

By: SANGSTON WOODRUFF  
Its: PRESIDENT

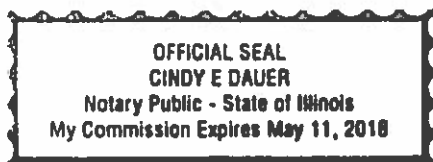
STATE OF IL )  
COUNTY OF LAKE )ss

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that \_\_\_\_\_ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 12-15-2015

  
(Notary Public)

(SEAL)



**STATEMENT OF PURPOSE  
FOR COLLECTION OF SOCIAL SECURITY NUMBERS  
BY THE WHEATON PARK DISTRICT**

The Identity Protection Act, 5 ILCS 179/1 *et seq.*, and the Identity-Protection Policy of the Wheaton Park District ("District") require the District to provide an individual with a statement of the purpose or purposes for which the District is collecting and using the individual's Social Security number ("SSN") anytime an individual is asked to provide the District with his or her SSN or if an individual requests it. This Statement of Purpose is being provided to you because you have been asked by the District to provide your SSN or because you requested a copy of this statement.

**Why do we collect your Social Security number?**

You are being asked for your SSN for one or more of the following reasons:

- W-4 Form (Federal and State Tax Withholding)
- I-9 Employment Eligibility Verification
- Worker's Compensation Claim (Form 45)
- Unemployment Insurance
- Wage Garnishments/Child Support
- Background Check Waiver
- IMRF Enrollment
- Insurance Enrollment and Change Form
- IMRF Disability/Retirement Claim
- W-2 (Wage and Tax Statement)
- W-9 Form (Request for Taxpayer ID Number)

**What do we do with your Social Security number?**

We will only use your SSN for the purpose for which it was collected.

We will not:

- Sell, lease, loan, trade, or rent your SSN to a third party for any purpose;
- Publicly post or publicly display your SSN;
- Print your SSN on any card required for you to access our services;
- Require you to transmit your SSN over the Internet, unless the connection is secure or your SSN is encrypted; or
- Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you. If mailed, your SSN will not be visible without opening the envelope in which it is contained.

**Questions or Complaints about this Statement of Purpose**

Write to:

Wheaton Park District  
102 E Wesley Street  
Wheaton, IL 60187

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return) <b>Custom Gutter &amp; Supply Inc</b>	
	Business name, if different from above <b>Custom Installations, Inc.</b>	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>28457 N. Balliard Dr. Suite E</b>	Requester's name and address (optional) <b>Wheaton Park District 102 E. Wesley Street Wheaton, IL 60187, Fax 630.665.5880</b>
	City, state, and ZIP code <b>Lake Forest, IL 60045</b>	List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

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 *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : :
or Employer identification number <b>36 13846505</b>

**Part II Certification**

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
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
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 ▶ **12/4/2015**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

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),
2. Certify that you are not subject to backup withholding, or
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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** 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:

- The U.S. owner of a disregarded entity and not the entity,

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE: 12/15/2015

PRODUCER  
Mark Coon  
23042 N. Main Street  
Prairie View, IL 60069  
847-415-2666

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

## INSURERS AFFORDING COVERAGE

## NAIC#

Insurer **A** Country Mutual Ins Co

Insurer **B**

Insurer **C**

Insurer **D**

INSURED - LN  
Custom Installations, Inc  
28457 N Ballard Dr. Ste E  
Lake Forest, IL 60045


## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. GEN'L: AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION	AB2122690	03/31/2015	03/31/2016	EACH OCCURRENCE
					DAMAGE TO RENTED PREMISES (Ea occurrence)
					MED. EXPENSE (Any one person)
					PERSONAL & ADV INJURY
					GENERAL AGGREGATE
					PRODUCTS - COMP/OP AGG
					FIRE DAMAGE (ANY ONE FIRE)
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AB2122690	03/31/2015	03/31/2016	COMBINED SINGLE LIMIT (EA ACCIDENT)
					BODILY INJURY (Per person)
					BODILY INJURY (Per occurrence)
					PROPERTY DAMAGE (per accident)
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT EA ACC
					OTHER THAN AUTO ONLY AGG
A	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE	AU2122690	03/31/2015	03/31/2016	EACH OCCURRENCE
					AGGREGATE
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? No If yes, describe under SPECIAL PROVISIONS below	AW2122690	03/31/2015	03/31/2016	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT
					E.L. DISEASE-EACH EMPLOYEE
					E.L. DISEASE-POLICY LIMIT

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Additional Insureds on the Following Policies - General Liability: Wheaton Park District

CERTIFICATE HOLDER	CANCELLATION
Wheaton Park District 102 E Wesley St Wheaton, IL 60187	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE 

ACORD 25-(2001) - CUS05ED265

ACORD CORPORATION 1988



**Insurance & Financial Services**

23042 N. Main Street  
Prairie View, IL 60069

Tel (847) 415-2666  
Fax (847) 415-2694

24 Hr Claims (800) 8460100  
mark.coon@countryfinancial.com

Mark Coon, CFP, ChFC, CLU  
Master Agent

Wheaton Park District  
102 E Wesley St  
Wheaton, IL 60187

### **Experience at Your Service**

I appreciate the opportunity to provide this Certificate of Insurance to you on behalf of Custom Installations, Inc. Please consider accepting a quote from me for your business insurance this year.

I specialize in working with contractors and understand your unique needs. I'll sit down with you, identify your company's risks and help create a comprehensive plan that addresses them all. As your business grows, I will be there to review your plan, ensure your coverage is up to date and that the pricing remains competitive.

As an exclusive agent with COUNTRY Insurance and Financial Services, I can also offer a variety of other products and services.

I'm proud of my existing list of satisfied clients and will be happy to furnish references upon request.

Please contact me by phone or email today to learn more about how I can help you. You'll be very glad you did.

Sincerely,

Agent

**Business \* Auto \* Home \* Life \* Health  
Disability \* Long Term Care \* Financial & Estate Planning**