

WORK AUTHORIZATION AND CONSTRUCTION AGREEMENT
AND
CONSUMER RIGHTS ACKNOWLEDGMENT

THIS AGREEMENT ("Agreement") made this **6th of November 2017**, by and between DSI Holdings Corporation, d/b/a ServiceMaster DSI ("Contractor" or "DSI") and:

The Village of Romeoville
1050 Town Hall Drive
Romeoville, IL 60446

(The "Owner") (Together, the "Parties") provides as follows:

WHEREAS, Contractor has presented to Owner a proposal (the "Proposal") (Exhibit A hereto) to restore and provide certain related services to real property, improvements and its fixtures and contents at:

620 S. Town Hall Drive, Romeoville IL 60446

(The "Premises");

WHEREAS, Owner agrees accepts Contractor's Proposal for work to be performed on and at the Premises (the "Work");

WHEREAS, the Parties agree to incorporate the Proposal into this Agreement, along with certain other terms for the Work to be performed upon the Premises.

NOW THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. The Work

- 1.01 The Work shall be performed upon and at the Premises, except for certain work which may be as otherwise agreed upon by the Parties.
- 1.02 Contractor's Proposal, incorporated herein as Exhibit A, shall govern the description of the Work.
- 1.03 Terms of the Proposal may be modified by the mutual execution of written change orders by the Parties, and only in the form prescribed by Exhibit B hereto. All executed change orders shall be incorporated into the Proposal by reference, and shall thus become part of this Agreement.

2. Contract Price: (choose 2.01-A and 2.01-B or 2.02-A and 2.02-B as applicable and delete others)

- 2.01-A **Time and Materials.** Owner agrees to pay Contractor for all Work performed hereunder in accordance with Contractor's Time and Material Rate Schedule, a copy is attached hereto as Exhibit C and incorporated herein. Exhibit C does not include any applicable taxes or fees, which will be separately itemized and charged to Owner by Contractor.
- 2.01-B **Payment.** Payment is due at the time services are rendered. Contractor may but shall not be required to invoice Owner for services on a monthly or other basis. Payments due more than thirty (30) days past invoice date shall bear simple interest at the rate of 1.5% per month until paid in full. Contractor may convert checks for electronic processing and Owner may be charged \$25.00 for NSF items. DSI may process the credit card using a mobile electronic device.
- 2.02-A **Fixed Sum.** Owner agrees to pay Contractor the sum of **\$ 47,250.00 plus** or minus any adjustment resulting from a change order made pursuant to Section 1.03. The fixed sum price does not include any applicable taxes or fees, which will be separately itemized and charged to Owner by Contractor.
- 2.02-B **Payment.** Owner shall make the following payments to the Contractor:
 - (a) A down payment of **\$ 23,625.00** upon execution of this Agreement;
 - (b) A payment of **\$ 23,625.00** upon completion of **100%** of the Work;
 - (c) A payment of the balance owned under Section 2.02-A upon completion of the Work;
 - (d) In addition, payments over thirty (30) days past due shall bear simple interest at the rate of 1.5% per month until paid in full. Contractor may convert checks for electronic processing and Owner may be charged \$25.00 for NSF items. DSI may process the credit card using a mobile

electronic device.

3. Representations and Warranties of Owner

- 3.01 Owner represents and warrants to Contractor that it is authorized to enter into this Agreement, and that **Dawn Caldwell** shall be Owner's designated and authorized agent for the execution of this Agreement and any change orders on behalf of the Owner.
- 3.02 Owner represents, warrants and agrees that all payment made pursuant to Sections 2.01-A and 2.02-A shall be conclusive evidence of Owner's satisfaction with Contractor's performance of the Work.

4. Representations and Warranties of Contractor

- 4.01 Contractor represents and warrants to Owner that its employees are authorized to perform and will perform the Work according to the terms of this Agreement with Owner. Contractor shall supervise and direct the Work using Contractor's best skills and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures to be used at the site where the Work is to be performed. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, and for the acts and omissions of the Contractor's subcontractors and their employees, and for the acts or omissions of other persons or entities performing any part of the Work or on the behalf of the Contractor or any of its subcontractors.
- 4.02 Contractor represents and warrants that it holds a general liability insurance policy with coverage up to **\$1,000,000.00**, and agrees to provide a Certificate of Insurance to the Owner.
- 4.03 Owner agrees to release and hold harmless Contractor from any liability for the existence of undetected fungal contamination and any resulting effects or damages. Contractor is not liable for unforeseen conditions such as pre-existing lead, fungal or asbestos contamination, and if these conditions are discovered any necessary remediation shall be additions to the Scope.
- 4.04 Contractor represents and discloses that Contractor is not a licensed roofer, but that, to the extent that any roofing services are part of the Work, any such roofing services will solely be performed by a roofing subcontractor with licensed under the Illinois Roofing Industry Licensing Act, 225 ILCS 335, and that the roofing subcontractor's name and license number will be fully disclosed in any bid containing roofing services as part of the Work.
- 4.05 Contractor agrees that Prevailing Wage shall apply.

5. Choice of Law and Cost of Enforcement

- 5.01 This Agreement shall be interpreted and enforced according to the laws of the State of Illinois. The parties hereto agree that to the extent that Contractor's services, including estimating services, are not covered by the Illinois or other applicable Mechanics Lien Act (the "Act"), the parties nevertheless intend to a contractual lien for any services outside the scope of the Act, administered by agreement according to the enforcement procedures of the Act. Except as specified below, all disputes relating to this Authorization or DSI's services (including interpreting the Authorization) shall be submitted to binding arbitration held within 50 miles of the Home under the commercial arbitration rules of the AAA.

WHEREFORE, the Parties hereto have executed this Agreement as of the date first written above.

CONTRACTOR

OWNER

ARBITRATION

By: _____

Est. Work Start Date: _____ Est. Completion Date: _____ Non-Binding Estimate of Total Charges: _____

OWNER CONSUMER RIGHTS ACKNOWLEDGMENT. I, the homeowner, have contemporaneously received from DSI a copy of the Consumer Rights Package, including the pamphlets entitled “Home Repair: Know your Consumer Rights” and “The Lead-Safe Certified Guide to Renovate Right,” along with a copy of DSI’s U.S. EPA Lead-Safe Certified Firm certificate, as well as Additional Contract Terms incorporated into this Authorization. DSI has encouraged me to read the pamphlets and the other contents of the Consumer Rights Package, and I have had an opportunity to read the pamphlets, review the lead-related materials, and review my rights under the Illinois Home Repair Act. By signing below, I certify that DSI has complied with the Illinois Home Repair Act and the disclosure requirements of the U.S. and Illinois EPA by notifying me of my rights and other required information in a conspicuous and readable form.

OWNER: _____