

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2018-0337

Innoprise Contract #: C18-0085

Year: 2018

Amount: \$27,300.00

Department: BIS - Frank Florentine

Contract Type: Professional Technical Consulting

Contractors Name: West Interactive Services Corp (CivicLive)

Contract Description: Website Redesign, Hosting, Support & Maintenance

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

July 11, 2018

Mr. Michael Goulet
West Interactive Services Corporation
100 Enterprise Way, Suite 300
Scotts Valley, California 95066

NOTICE TO PROCEED – Website Redesign, Hosting, Support & Maintenance

Dear Mr. Goulet:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of July 5, 2018.

Please contact Frank Florentine at 708-403-6212 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated June 21, 2018 in an amount not to exceed Twenty Seven Thousand Three Hundred and No/100 (\$27,300.00) Dollars for implementation. Maintenance costs beginning in year 2 and thereafter would be Six Thousand Eight Hundred Twenty-Five and No/100 (\$6,825.00) Dollars per year. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Frank Florentine
Mary Klinger
Jason Scheper

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
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TRUSTEES
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Michael F. Carroll

June 21, 2018

Mr. Michael Goulet
West Interactive Services Corporation
100 Enterprise Way, Suite 300
Scotts Valley, California 95066

NOTICE OF AWARD – Website Redesign, Hosting, Support & Maintenance

Dear Mr. Goulet:

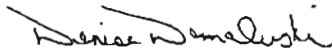
This notification is to inform you that on June 4, 2018, the Village of Orland Park Board of Trustees approved awarding West Interactive Services Corporation the contract in accordance with the proposal you submitted in response to RFP #18-009 dated March 6, 2018, for Website Redesign, Hosting, Support & Maintenance for an amount not to exceed Twenty Seven Thousand Three Hundred and No/100 (\$27,300.00) Dollars for implementation. Maintenance costs beginning in year 2 and thereafter would be Six Thousand Eight Hundred Twenty-Five and No/100 (\$6,825.00) Dollars per year.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by July 6, 2018.

- I am attaching the Contract for Website Redesign, Hosting, Support & Maintenance. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one executed Contract will be returned to you. I have incorporated all of the agreed upon modifications as determined through email with Jason Scheper.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts and completed W-9 are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Domalewski". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Denise Domalewski
Purchasing & Contract Administrator

cc: Frank Florentine
Mary Klinger



ORLAND PARK

Website Redesign, Hosting, Support & Maintenance (Contract for Professional Technical Consulting)

This Contract is made this **21st day of June, 2018** by and between VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and WEST INTERACTIVE SERVICES CORPORATION (hereinafter referred to as the "CONSULTANT").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONSULTANT (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

- The Request for Proposals #18-009 issued February 8, 2018
- The Instructions to the Proposers

The Proposal as it is responsive to the VILLAGE's RFP requirements

Affidavit of Compliance

Certificate of Insurance

CivicLive Service Level Agreement

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONSULTANT agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Redesign, host, support and maintain a website for the Village of Orland Park as detailed in the RFP #18-009, including a website refresh after year 4 if desired

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONSULTANT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount:

Implementation

CMS Software Cost	\$ Included
Website Design Services Cost	\$ 8,190.00
Installation Services Cost	\$ 6,825.00
Training Services Cost	\$ 2,730.00
Hosting Services Cost	\$ Included in Annual Saas Cost
Project Management Cost	\$ 9,555.00 includes Content Migration and UAT Charge
Total	\$27,300.00

Maintenance

Annual Maintenance Cost Year 1	\$ not charged in year 1
Annual Maintenance Cost Year 2	\$ 6,825.00
Annual Maintenance Cost Year 3	\$ 6,825.00

% increase of annual maintenance in subsequent years - N/A

SECTION 3: ASSIGNMENT: This Agreement and Orders may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing CONSULTANT may freely assign this Agreement and Orders to an Affiliate or to an acquirer of all or part of CONSULTANT's business or assets, whether by merger or acquisition.

SECTION 4: TERM OF THE CONTRACT: The TERM of the contract herein granted shall begin with the Notice to Proceed and continue for three (3) years from the "Go Live" date, which is anticipated to be within six (6) months of project kick-off, with the option to renew annually thereafter. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION:

General Indemnity: CONSULTANT shall indemnify, defend and hold VILLAGE, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by CONSULTANT of any term of this Agreement or an Order; (b) the CONSULTANT Systems and Materials; or (c) a claim relating to any defect in any product or service offered by CONSULTANT, its Affiliates or any of their agents or Clients.

VILLAGE shall indemnify, defend and hold CONSULTANT, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by VILLAGE of any term of this Agreement or an Order; (b) the VILLAGE Systems and Materials; or (c) a claim relating to any defect in any product or service offered by VILLAGE, its Affiliates or any of their agents or Clients.

Consultant Intellectual Property Indemnity: CONSULTANT will have the obligation and right at the entire expense of CONSULTANT to defend any claim, suit or proceeding brought against VILLAGE its affiliates or their officers, directors, employees or agents so far as it is based on a third party claim that the Services supplied by CONSULTANT infringe a United States copyright or a United States patent issued as of the effective date of the applicable Order, provided that CONSULTANT will have no indemnity obligation or other liability hereunder arising from: (1) VILLAGE's willful, reckless, wanton, wrongful, or otherwise negligent acts; (2) breach of the Agreement or an Order or alteration of the Services as provided by CONSULTANT; (3) the VILLAGE Systems and Materials or Services that are based upon the VILLAGE Systems and Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by CONSULTANT; (4) combination of the Services with the VILLAGE Systems and Materials or any materials, products or services not provided by CONSULTANT; or any (5) third party products or services. Notwithstanding the foregoing, in order to be indemnified to the extent stated, the VILLAGE must operate the Licensed Materials within the instructions and technical limits provided or approved by the CONSULTANT. If such a claim is or is likely to be made, CONSULTANT will, at its own expense and sole discretion, exercise the following remedies: (1) obtain for VILLAGE the right to continue to use, the Services consistent with this Agreement. The foregoing states the entire obligation of CONSULTANT and its suppliers, and the exclusive remedy of VILLAGE, with respect to infringement of proprietary rights.

Indemnification Procedure: The party claiming indemnification shall: (a) provide prompt written notice to the indemnifying party of any claim in respect of which the indemnity may apply; (b) relinquish control of the defense of the claim to the indemnifying party; and (c) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party. The indemnities set forth herein shall not apply to the willfulness on the part of the indemnified party or negligence of the indemnified party

SECTION 6: COMPLIANCE WITH LAWS: CONSULTANT agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONSULTANT hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONSULTANT and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires.

The CONSULTANT shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONSULTANT and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONSULTANT and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONSULTANT shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

Relicense and Content:

6.1: Subject to VILLAGE's compliance with the terms and conditions of this Agreement, CONSULTANT hereby grants VILLAGE a non-exclusive license during the applicable Order Term to use the Services set forth in the applicable Order. Except as specifically set forth herein, CONSULTANT or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. VILLAGE agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services for VILLAGE's internal business purposes, VILLAGE may not resell the Services or otherwise generate income from the Services.

6.2: VILLAGE is solely responsible for the information or content submitted, posted, transmitted or made available through its use of the Services ("Content"). VILLAGE may use the Services to transmit Content or direct CONSULTANT to make contacts via any channel (in either case "Messages") to, or with, recipients (the "Recipients"). VILLAGE is responsible for maintaining the confidentiality of its accounts and owner numbers and necessary codes, passwords and personal identification numbers used in conjunction with the Services and for all uses of the Services in association with its accounts whether or not authorized by it including unintended usage due to holidays, daylight savings, computer clock errors or similar circumstances. VILLAGE acknowledges and agrees that CONSULTANT does not control nor monitor the Content nor guarantee the accuracy, integrity, security or quality of such Content. Use of recording or taping any use of the Services may subject VILLAGE to laws or regulations and VILLAGE is solely responsible for and obligated to provide any required notification to those being recorded or taped.

6.3: VILLAGE represents and warrants that: (a) it has the legal right to use all Content and send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations; (b) it is the transmitter of all Content and Messages and CONSULTANT is merely acting at VILLAGE's direction as a technology conduit for the transmission of the Content and the Messages; (c) CONSULTANT's use of the Content shall not violate the rights of any third party or any law, rule or regulation and (d) it will not transmit or allow to be transmitted any Content or Messages that: (i) it does not have a right to make available under any law or under contractual or fiduciary relationship; (ii) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; harmful to minors in any way; (iii) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (iv) utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (v) interfere with or disrupts the Services or servers or network operator networks.

6.4: VILLAGE further represents and warrants that: (a) it has obtained prior express consent to contact each wireless phone number delivered by VILLAGE to CONSULTANT in connection with the provision of any Services delivering a prerecorded message or text, ("Notification Services") and that the intended contact recipient is the current subscriber to, or the non-subscriber customary user of, the wireless phone number; (b) it (1) has incorporated an interactive opt-out mechanism as part of any program relating to any Notification Services or (2) the contacts that are the subject of such Notification Services are not initiated to induce the purchase of goods or services or to solicit a charitable contribution ("Solicitations"), and (c) it has obtained from the recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC's Telemarketing Sales Rule.

6.5: VILLAGE acknowledges and agrees that where CONSULTANT reasonably believes that VILLAGE may not have complied with all laws, rules and regulations applicable to the performance of Notification Services, CONSULTANT may, at its option: (i) scrub all numbers against any appropriate data base deemed necessary to remove all wireless phone numbers; (ii) insert an interactive opt-out mechanism and pass the resulting data to VILLAGE, or (iii) not provide any Notification Services.

6.6: VILLAGE shall indemnify, defend and hold CONSULTANT, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from CONSULTANT following VILLAGE's instructions in sending the Messages or VILLAGE's breach of any representation and warranty set forth in Sections 6.2 – 6.6.

SECTION 7: INSURANCE: Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONSULTANT in compliance with the CONTRACT DOCUMENTS.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONSULTANT:

Michael Goulet
CivicLive Sales Manager
West Interactive Services Corporation
100 Enterprise Way, Suite 300-A
Scotts Valley, California 95066
Telephone: 800-450-5450 X638
Facsimile: 866-204-6147
e-mail: MGoulet@west.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 9: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONSULTANT's personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The CONSULTANT shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 11: COMPLIANCE: CONSULTANT shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 12: LIMITED WARRANTY AND LIMITATION OF LIABILITY:

12.1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

12.2. NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

12.3. EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

SECTION 13: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

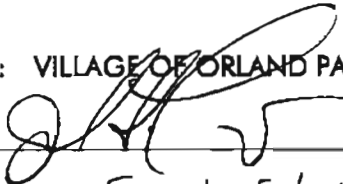
SECTION 14: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 15: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 16: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: VILLAGE OF ORLAND PARK

By: 

Print Name: Joseph L. LaMarp

Title: Village Manager

Date: 7/9/18

FOR: WEST INTERACTIVE SERVICES CORP

By: 

Print Name: Nate Bragan

Title: President

Date: 7-3-18

 ORLAND PARK
PROFESSIONAL CONSULTING SERVICES
GENERAL TERMS AND CONDITIONS

1. Relationship Between CONSULTANT and VILLAGE: The CONSULTANT shall serve as the VILLAGE's professional consultant on the WORK, or phases of the WORK, to which this Contract applies. This relationship is that of a buyer and seller of professional services and as such the CONSULTANT is an independent contractor in the performance of this Contract and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONSULTANT shall not be considered to be the agent of the VILLAGE. Nothing contained in this Contract shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONSULTANT.

2. Responsibility of the CONSULTANT: Notwithstanding anything to the contrary which may be contained in this Contract or any other material incorporated herein by reference, or in any Contract between the VILLAGE and any other party concerning the WORK, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures, or the safety, safety precautions or programs of the VILLAGE performing any of the work or providing any of the services on the WORK. The CONSULTANT shall not be responsible for the acts or omissions of the VILLAGE, or for the failure of the VILLAGE, another consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the WORK documents, this Contract or any other agreement concerning the WORK. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.

The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and the VILLAGE shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The CONSULTANT is not responsible for, and VILLAGE agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the CONTRACT DOCUMENTS, unless such errors are the result of the work of the CONSULTANT. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the CONSULTANT in the exercise of its professional service, is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. Changes: VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.

4. Suspension of Services: VILLAGE may, at any time, by written order to CONSULTANT (Suspension of Services Order) require CONSULTANT to stop all, or any part, of the services required by this Contract. Upon receipt of such an order, CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. CONSULTANT will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Documents Delivered to VILLAGE: Drawings, specifications, reports, and any other WORK documents prepared by CONSULTANT in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. CONSULTANT shall have the right to retain originals of all WORK documents and drawings for its files. Furthermore, it is understood and agreed that the WORK documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the WORK, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of the WORK. These WORK documents are and shall remain the property of the CONSULTANT to the extent permitted by law. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the WORK.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the CONSULTANT reserves the right, upon prior written notice to the VILLAGE, to retain the original tapes/disks and to remove from copies provided to the VILLAGE all identification reflecting the involvement of the CONSULTANT in their preparation. The CONSULTANT also reserves the right to retain hard copy originals of all WORK documentation delivered to the VILLAGE in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. Reuse of Documents: All WORK documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by CONSULTANT pursuant to this Contract are intended for use on the WORK only. They cannot be used by VILLAGE or others on extensions of the WORK or any other project. Any reuse, without specific written verification or adaptation by CONSULTANT, shall be at VILLAGE's sole risk, and VILLAGE shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by VILLAGE and CONSULTANT.

The CONSULTANT shall have the right to include representations of the design of the WORK, including photographs of the exterior and interior, among the CONSULTANT's promotional and professional materials. The CONSULTANT's materials shall not include the VILLAGE's confidential and proprietary information if the VILLAGE has previously advised the CONSULTANT in writing of the specific information considered by the VILLAGE to be confidential and proprietary.

7. Successors and Assigns: The terms of this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.

8. Waiver of Contract Breach: The waiver of one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Contract and shall not be construed to be a waiver of any provision, except for the particular instance.

9. Entire Understanding of Contract: This Contract represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. VILLAGE and the CONSULTANT hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject

matter hereof that conflict with the terms of the Contract shall be null, void and without effect to the extent they conflict with the terms of this Contract.

10. Amendment: This Contract shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Contract".

11. Severability of Invalid Provisions: If any provision of the Contract shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Contract, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

12. Force Majeure: Neither VILLAGE nor CONSULTANT shall be liable for any fault or delay caused by any contingency beyond its or their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

13. Access and Permits: VILLAGE shall arrange for CONSULTANT to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the WORK. VILLAGE shall pay costs (including CONSULTANT's employee salaries, overhead and fee) incident to any effort by CONSULTANT toward assisting VILLAGE in such access, permits or approvals, if CONSULTANT performed such services.

14. Designation of Authorized Representative: Each party to this Contract shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the WORK. The persons designated shall review and respond promptly to all communications received from the other party.

15. VILLAGE's Responsibilities: The VILLAGE agrees to provide full information regarding requirements for and about the WORK, including a program which shall set forth the VILLAGE's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The VILLAGE agrees to furnish and pay for all legal, accounting and insurance counseling services as the VILLAGE may require at any time for the WORK, including auditing services which the VILLAGE may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the VILLAGE. In addition, VILLAGE shall give prompt written notice to the CONSULTANT whenever the VILLAGE observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's services, or any defect or non-conformance of the work of any subcontractor.

16. Information Provided by Others: The CONSULTANT shall indicate to the VILLAGE the information needed for rendering of its services for the WORK. The VILLAGE shall provide to the CONSULTANT such information as is available to the VILLAGE and the VILLAGE's consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, CONSULTANT determined inaccuracies or incompleteness. The VILLAGE recognizes that it is impossible for the CONSULTANT to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the VILLAGE is providing.

17. Terms of Payment: CONSULTANT shall submit monthly statements for basic and additional services rendered and for reimbursable expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the VILLAGE has not paid amounts properly due the CONSULTANT, CONSULTANT may after giving seven days written notice to VILLAGE, suspend services under this Contract until CONSULTANT has been paid in full all amounts properly due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to VILLAGE for any costs or damages as a result of such suspension.

18. Hazardous Materials/Pollutants: Unless otherwise provided by this Contract, the CONSULTANT and any sub-contractors shall have no responsibility for the discovery (unless such discovery should have been made by the CONSULTANT in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at any WORK site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the CONSULTANT or sub-consultants.

19. Attorney's Fees: In the event of any dispute that leads to litigation arising from or related to the services provided under this Contract, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.

20. Insurance: The CONSULTANT shall provide the VILLAGE with certificates of insurance evidencing all coverage held by the CONSULTANT, with coverage minimums and from insurance providers in compliance with VILLAGE requirements.

21. Facsimile Transmissions: The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

22. Certifications, Guarantees and Warranties: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions the existence of which the CONSULTANT cannot ascertain. The VILLAGE also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification as to unascertainable conditions.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND CONSULTANT:

FOR: WEST INTERACTIVE SERVICES CORPORATION

By: _____ Date: _____
Officer

Print Name: _____

FOR: VILLAGE OF ORLAND PARK

By: _____
Officer _____

_____ Date _____

Print Name: _____

AFFIDAVIT OF COMPLIANCE

The undersigned Nathaniel Brogan, as President
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)
and on behalf of West Interactive Services Corporation, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes ☒ No ☐

Federal Employer I.D. #: 63-1078197
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation Delaware 29th February 2000
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARRASSMENT POLICY: Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public Contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes ☒ No ☐

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes ☒ No ☐

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Nathaniel Brogan

Name of Authorized Officer

President

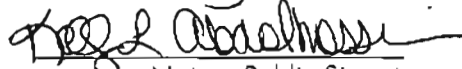
Title

22nd February 2018

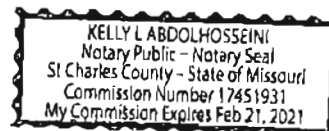
Date

Subscribed and Sworn To

Before Me This 22 Day
of February, 2018.



Notary Public Signature



(NOTARY SEAL)

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit

\$1,000,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domolewski, Contract Administrator, 14700 S. Rovinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected proposer.

ACCEPTED & AGREED THIS 6th DAY OF March, 2018

Signature

Nathaniel Brogan

Printed Name & Title

Authorized to execute agreements for:

West Interactive Services Corporation

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA		CONTACT NAME: PHONE (A/C. No. Ext): (402) 697-1400 FAX (A/C. No.): (402) 697-0017 E-MAIL ADDRESS:	
INSURED West Corporation 11808 Miracle Hills Drive Omaha NE 68154 USA		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A: The Travelers Indemnity Co of America 25666	
		INSURER B: Travelers Property Cas Co of America 25674	
		INSURER C: The Phoenix Insurance Company 25623	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570070258075

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEVL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			6303K982061PHX	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/DP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BA4K21687418CAG	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			CUP4K375793TIL	01/01/2018	01/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ Y	N/A	TC2NUB117D5387	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured, on a primary and non-contingent basis in favor of the Village of Orland Park and their respective officers, trustees, directors, employees and agents with respect to General Liability as required by written contract. Waiver of subrogation in favor of The Village of Orland Park, and their respective officers, trustees, directors, employees and agents with respect to General Liability and Workers Compensation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park Denise Domalewski, Contract Administrator 14700 S. Ravinia Avenue Orland Park IL 60462 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc.</i>

Holder Identifier :

Certificate No : 570070258075



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED West Corporation	
POLICY NUMBER See Certificate Number: 570070258075			
CARRIER See Certificate Number: 570070258075	NAIC CODE	EFFECTIVE DATE.	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insured

West Corporation
911 ETC., Inc.
Callpointe.com, Inc.
Clienttell Lab, LLC
ClientTell, Inc.
Health Champion, LLC
MeetingConnect, LLC
Mirage Technology Holdings Limited
wellCall, Inc.
West Claims Recovery Services, LLC
West Cloud Contact Solutions Limited
West Command Systems, Inc.
West Facilities, LLC
West Health Advocate Solutions, Inc.
West Interactive Corporation
West Interactive Services Corporation
West International Corporation
West IP Communications, Inc.
West Professional Services, Inc.
West Receivable Services, Inc.
West Receivables Holdings, LLC
West Revenue Generation Services, LLC
West Safety Communications Inc.
West Safety Communications of Virginia Inc.
West Safety Services, Inc.
West Safety Solutions Corp.
West Technology and Communication Services, Inc..
West Telecom Services Holdings, LLC
West Telecom Services, LLC
West Unified Communications Services, Inc.

CIVICLIVE SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) for CivicLive's Web Hosting Service is made by CivicLive in connection with, and is part of, the Customer's CivicLive Service / Licensing Agreement, the terms of which are incorporated by reference into this SLA and vice versa.

CivicLive's commitment to Customer is that their CivicLive-hosted website will be available for access at least 99.9% of the time, meaning that the outage percentage in any given month shall not be more than 0.1%, corresponding to a maximum of 43.20 total downtime minutes in any given month (the "Availability Commitment").

An "Outage" means that CivicLive fails to provide network access to the Customer's website at the outermost point of our hosting facility's firewall (facing the public internet); provided, however, that an Outage shall not be deemed to have occurred if access or service is suspended or unavailable due to any of the exceptions noted below. If one or more Outages occur in a given month, the total duration of such Outages during such month, expressed as a percentage of the total time during such month, shall be the "Outage Percentage".

If CivicLive fails to meet the Availability Commitment for a calendar month during the term of their service contract, the Customer will be entitled to collect a credit from CivicLive for the following percentages of the pro-rata monthly portion of the annual fees paid by Customer for the CivicLive web hosting service for the month at issue (i.e. the "Monthly Annual Fees"):

Outage Percentage (in a given calendar month)	Credit Percentage (of the monthly annual fees)
Less than or equal to 0.1%	None
Greater than 0.1% and less than or equal to 1.0%	3.5%
Greater than 1.0% and less than or equal to 2.0%	7%
Greater than 2.0% and less than or equal to 3.0%	14%
Greater than 3%	20%

In order to be entitled to a credit in any instance to which a credit may be collected above, Customer must inform CivicLive's Technical Support Department by email (a "Credit Request") within ten (10) days from the end of the month in which the Customer believes that CivicLive did not satisfy the Availability Commitment, in each instance, and the Credit Request must include a listing of the date(s), time(s) and duration of the downtime experienced during the applicable month. Failure to do so, in any instance, will forfeit Customer's right to seek a credit from CivicLive for the failure to achieve the Availability Commitment during the month at issue.

Unless CivicLive disputes in good faith that its Availability Commitment was not met in the month at issue, in which event it shall explain to Customer the basis for its disagreement and share any related documentation in this regard, CivicLive will issue the appropriate credit to Customer to be used against a future invoice.

In the event of a dispute regarding whether an Outage occurred, or as to the duration of an Outage, the output of the monitoring tools utilized by CivicLive shall be conclusive and controlling.

Customer's right to receive a credit for a failure to meet the Availability Commitment for a given month shall be Customer's exclusive remedy in connection with the Outage(s) giving rise to the credit. The aggregate maximum value of credits to be issued by CivicLive to Customer for any and all Outages that occur in a single month will not exceed twenty percent (20%) of the Monthly Annual Fees.

As stated above, CivicLive guarantees that the system platform shall be available 99.9% of the time, excluding scheduled downtime for emergency maintenance and unscheduled emergency downtime. CivicLive will provide notice in advance of any maintenance and/or updates to the platform which may require an interruption of service and will undertake commercially reasonable efforts to schedule such downtime during off-peak hours.

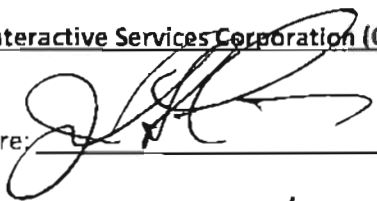
In the event that access or use of the CivicLive-hosted site is not available (i.e. the site is "down") due to any of the following exceptions, the associated downtime shall not be counted as or towards an Outage (i.e. the site shall be considered available in these instances), and Customer shall not be entitled to any credits or other remedies as described herein:

1. Outages due to factors outside of CivicLive's control, including but not limited to natural acts of God, acts of any governmental body, unavailability of or interruption or delay in telecommunications or third party services, DOS / DDOS / virus attacks or hackers, failure of third party software or inability to obtain raw materials, supplies or power used in or equipment needed for provision of this SLA;
2. Outages caused by Customer's failure to abide by the usage and licensing restrictions set forth in the Service Contract, or by other actions or inactions of the Customer;
3. Outages on a server during scheduled maintenance or during emergency maintenance events. CivicLive will provide notice in advance of any maintenance and/or updates to the platform which may require an interruption of service and will undertake commercially reasonable efforts to schedule such downtime during off-peak hours.

The parties by their authorized representatives and intending to be legally bound have entered into this Agreement upon execution by both parties, as below.

West Interactive Services Corporation (CivicLive solutions)

CUSTOMER

Signature: 

Signature: _____

Name: Joseph L. Salazar

Name: _____

Title: Village Manager

Title: _____

Date: 7/9/18

Date: _____

Estimated SmartWork Project Timeline

The following table provides an estimated project timeline and highlights project milestones using our SmartWork Project Implementation Methodology. Please note that our team completes many of these tasks concurrently, and we do not anticipate any problems meeting your desired go-live date of quarter three, 2018. We will develop and commit to a more detailed timeline in the Planning Phase of this project.

Website Design, Hosting, Support, Maintenance Project Timeline	Est. Duration
 THE ENVISIONING PHASE Project Kick-Off Meeting	1 Day
 THE PLANNING PHASE Draft Master Project Plan & Charter Client Reviews Project Plan & Project Charter Finalized Project Plan & Charter Documents	15 Days
 THE DESIGNING PHASE Conduct Vision & Requirements-Gathering Process Conduct Iterative Information Architecture Process Conduct Iterative Wireframing Process Conduct Iterative Interface Design Process Finalized Website Design Implement Responsive Webpage Templates in CMS	25 Days

timeline continues on the following page >

Website Design, Hosting, Support, Maintenance Project Timeline [cont'd]		Est. Duration
✂	THE CONFIGURING PHASE	30 Days
	Provision Staging Environment	
	Install SitePublish on Staging Environment	
	Configure SitePublish Modules	
	Integrate 3rd Party Software	
	Fully-Configured SitePublish CMS Technical Solution	
🎧	THE TRAINING PHASE	3 Days
	Conduct Training Sessions	
	Fully-Trained Orland Park Staff	
📁	THE MIGRATING PHASE	15 Days
	Collaborative Web Content Migration	
	Collaborative Document & File Migration	
	Internal Beta Website Launch	
👍	THE STABILIZING PHASE	20 Days
	CivicLive Quality Assurance [QA] Process	
	Orland Park Staff User Acceptance Testing [UAT] Period	
🚀	THE DEPLOYING PHASE	1 Day
	Website Launch!	

PROPOSED FEE

The following section outlines the One-Time and Annual fixed fee structure we've proposed to meet your Website Design, Hosting, Support, Maintenance project's requirements. Please contact us if you have any questions about our fixed fee-based pricing model for CivicLive web solutions.

One-Time Implementation Fee

\$27,300.00

Our One-Time Implementation Fee covers costs associated with designing, developing and implementing your new website using our SmartWork Methodology. Key deliverables per SmartWork phase include:

Envisioning & Planning Phase

- ☐ Kick-Off Meeting
- ☐ Finalized Project Plan
- ☐ Project Charter

Configuring Phase

- ☐ Complete SitePublish CMS Software Configuration
- ☐ Integration of 3rd Party Software

Migrating Phase

- ☐ Completion of Desired Website Content Migration

Deploying Phase

- ☐ www.orland-park.il.us Goes Live!
- ☐ Finalized Project Documents

Designing Phase

- ☐ A Completely New Responsive Website Design for www.orland-park.il.us with our 100% Design Satisfaction Guarantee
- ☐ Intranet Design based on Pre-set Layout

Training Phase

- ☐ Completion of Training Sessions
- ☐ User Manuals, Videos, and Access to Online Resources

Stabilizing Phase

- ☐ A Stable Internal Beta Launch of www.orland-park.il.us
- ☐ Completed CivicLive QA and Orland Park Staff User Acceptance Period

Annual Software-as-a-Service Fee

\$6,825.00

This fee is not charged in Contract Year #1!

CivicLive's Annual Software-as-a-Service [SaaS] Fee Includes the following services:

- ☐ Enterprise-grade Data Protection and Unlimited-Bandwidth Website Hosting Services for www.orland-park.il.us
- ☐ SitePublish CMS Software Version Upgrades & Maintenance
- ☐ Unlimited, 24x7x365 Access to Technical Support
- ☐ Unlimited-User SitePublish CMS Software License
- ☐ A Design Refresh of www.orland-park.il.us at the End of Contract Year #4 [if desired]

PLEASE NOTE: There is no Annual SaaS Fee charged in Contract Year #1!