



**AIA**<sup>®</sup>

# Document A105<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Contractor** for a Residential or Small Commercial Project

**AGREEMENT** made as of the 16 day of March in the year 2015  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:

Plainfield Park District 23729 W. Ottawa Street  
Plainfield, IL 60544  
815-254-6180

and the Contractor:

(Name, legal status, address and other information)

Greta Keranen, Kee Construction  
11002 S. Whipple  
Chicago, IL 60655  
Telephone Number: 773-809-3118  
Fax Number: 773-634-8298

for the following Project:

2015-Four Seasons Park Path Improvements  
Fours Seasons Park  
Park Path improvements

The Architect:

(Paragraphs deleted)

N/A

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Init.

AIA Document A105<sup>™</sup> – 2007 (formerly A105<sup>™</sup> – 1993 and A205<sup>™</sup> – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:19:42 on 03/23/2015 under Order No.4519567534\_1 which expires on 03/09/2016, and is not for resale.

User Notes:

(1379301959)

**TABLE OF ARTICLES**

**1 THE CONTRACT DOCUMENTS**

**2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

**3 CONTRACT SUM**

**4 PAYMENT**

**5 INSURANCE**

**6 GENERAL PROVISIONS**

**7 OWNER**

**8 CONTRACTOR**

**9 ARCHITECT**

**10 CHANGES IN THE WORK**

**11 TIME**

**12 PAYMENTS AND COMPLETION**

**13 PROTECTION OF PERSONS AND PROPERTY**

**14 CORRECTION OF WORK**

**15 MISCELLANEOUS PROVISIONS**

**16 TERMINATION OF THE CONTRACT**

**17 OTHER TERMS AND CONDITIONS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
  - .2 the drawings prepared by Design Perspectives, dated February 19, 2015, and enumerated as follows:  
Drawings:
- | Number       | Title                 | Date       |
|--------------|-----------------------|------------|
| Sheet 1 of 2 | Site Development Plan | 02-19-2015 |

*(Paragraphs deleted)*

- .3 Instructions to Bidders; General Conditions; Specifications " Project Manual '2015-Four Season Park Path Improvements' February 19, 2015:
- .4 written orders for changes in the Work issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:
  - 1. Contractors Bid proposal submitted on March 5, 2015

Init.

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The date of commencement of the Work shall be the date of this Agreement. The Contractor shall substantially complete the Work, no later than June 30, 2015, subject to adjustment as provided in Article 10 and Article 11.  
(Paragraphs deleted)

## ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Fifty-six Thousand Sixty-five Dollars and Sixty Cents (\$ 56,065.60 )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
(Paragraph deleted)

Portion of Work	Value
Grading	\$7,959.60
Concrete Paving	\$6,834.00
Bituminous Paving Overlay	\$19,939.20
Bituminous Path Paving	\$15,972.80
Site Restoration	\$5,360.00

§ 3.3 Unit prices, if any, are as follows:  
(Paragraph deleted)

N/A

(Table deleted)

(Table deleted)

(Paragraphs deleted)

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Paragraph deleted)

N/A

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

## ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Owner and when the Owner has received Certified Payroll and Waivers when applicable, the Owner shall pay the Contractor, in accordance with Article  
(Paragraphs deleted)

12

(Paragraphs deleted)

## ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

### Liability Insurance

The Contractor shall purchase from and maintain in a company/companies, lawfully authorized to do business in the jurisdiction in which the Project is located, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damage because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of a conduct directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and claims involving contractual insurance.

The insurance required by shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. All coverage shall be primary with respects to all claims arising out of operations performed by or on behalf of the Contractor.

**A. Commercial General Liability**

- |                  |   |
|------------------|---|
| i. \$2,000,000   | General Aggregate                       |
| ii. \$2,000,000  | Products/Completed Operations Aggregate |
| iii. \$1,000,000 | Personal Injury                         |
| iv. \$1,000,000  | Each Occurrence                         |
| v. \$100,000     | Fire Damage                             |
| vi. \$10,000     | Medical Expenses                        |

1. Products and completed operations coverage shall be maintained for three (3) years after final payment.
2. Insurance will provide "X, C and U" (Explosion, Collapse and Underground Hazard) coverage as applicable.
3. Policy shall be endorsed to have General Aggregate apply to this project only.
4. Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. The coverage afforded the Owner shall be primary with respect to claims arising out of operations performed by or on behalf of the Contractor. Any insurance or self-insurance maintained by Owner shall be in excess of Contractor's coverage and shall not contribute to it. The insurance company's liability shall not be reduced by the existence of such other insurance or self-insurance.
5. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing 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).

**B. Automobile Liability Insurance**

- |                  |                         |
|------------------|-------------------------|
| i. \$1,000,000   | Combined Single Limit   |
| ii. \$1,000,000  | Uninsured Motorists     |
| iii. \$1,000,000 | Under-insured Motorists |

1. Coverage to include all owned vehicles, non-owned vehicles and hired or rented vehicles

**C. Umbrella Excess Liability**

- |                 |                        |
|-----------------|------------------------|
| i. \$2,000,000  | Each Occurrence        |
| ii. \$2,000,000 | Aggregate              |
| iii. \$10,000   | Self-Insured Retention |

1. The Owner shall be named as "Additional Insured" on the commercial general liability policy of the general Contractor and/or subcontractor of any tier on a primary, non-contributory basis, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
2. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing 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).

**D. Workers Compensation, Occupational Disease and Employer's Liability Insurance**

- i. State (in which this contract is performed): Statutory limits
- ii. Applicable Federal (if any): Statutory limits
- iii. Employer's Liability (\$1,000,000) each accident for bodily injury by accident or each employee for bodily injury by disease
- iv. If Owner has not been included as an additional insured under the Commercial General Liability using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, 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 work.

**E. Installation Floater**

Each Contractor shall maintain proper insurance to cover any loss or damage to material, product and/or item of equipment, at full replacement value, to be used on or in the project until such time that the material, product and/or item of equipment is made permanently part of the building, structure or project.

**Insurance Provisions**

**A. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish the Plainfield Park District with certificates of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to the Plainfield Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Plainfield Park District shall be by certified mail, return receipt requested.

Failure of the Plainfield Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Plainfield Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

Failure to maintain the required insurance may result in termination of this Contract at the Plainfield Park District's option.

With respect to insurance maintained after final payment in compliance with the requirement above, additional certificates evidencing such coverage shall be promptly provided to the Plainfield Park District whenever requested.

The Contractor shall provide certified copies of all insurance policies required above within 10 days of the Plainfield Park District's written request for said copies.

**B. Acceptability of Insurers**

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

**C. Cross-Liability Coverage**

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

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

Any deductibles or self-insured retentions must be declared to the Plainfield Park District. At the option of the Plainfield Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Plainfield Park District, its officers, officials, employees, volunteers and agents or be required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigation, claim administration and defense expenses.

**E. Subcontractors**

The Contractor shall cause each subcontractor employed by the Contractor to purchase and maintain insurance of the type specified above. When requested by the Plainfield Park District, the Contractor shall furnish copies of certificate(s) of insurance evidencing coverage for each subcontractor. Proof of coverage shall be provided prior to start of work.

*(Table deleted)*

*(Paragraphs deleted)*

**ARTICLE 6 GENERAL PROVISIONS**

**§ 6.1 THE CONTRACT**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

**§ 6.2 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

**§ 6.3 INTENT**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

**§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service



may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

## **ARTICLE 7 OWNER**

### **§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

*(Paragraph deleted)*

**§ 7.1.2** The contractor shall procure all permits, licenses, bonds, pay all required charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work for the locale in which the work is taking place. This shall include, but not be limited to, the Village of Plainfield; the Plainfield Township; the City of Joliet, the Village of Bolingbrook; and the Will County or Kendall County Development offices. This work and all costs involved shall be considered incidental to the contract.

### **§ 7.2 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### **§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

### **§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

**§ 7.4.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

## **ARTICLE 8 CONTRACTOR**

### **§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 8.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

### **§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

### **§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 8.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner have made a timely and reasonable objection.

#### § 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### § 8.5 WARRANTY

Warranties required by the Contract Documents shall commence on the date of final payment. All work to be performed under this contract shall be constructed in compliance with the "Contract Documents: and must be guaranteed by the contractor and the surety for a period of one (1) year from date of final payment against defective workmanship and material of any nature. On all items or equipment to be incorporated in the completed project, the contractor and his surety must guarantee that the type, quality, design and performance will fully meet the requirements of the contract specifications.

The Contractor must present the Plainfield Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Contractor agrees to sign over warranties and guarantees to the Plainfield Park District. The Contractor guarantees against any faulty materials or workmanship for a period of one (1) year after performance. Any such defects must be corrected, either through repair or replacement, at the Contractor's expense.

#### § 8.6 TAXES

The Plainfield Park District is not subject to Federal excise or Illinois retailer's tax.

#### § 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

#### § 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

#### § 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.



### § 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

### § 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

### § 8.12 INDEMNIFICATION

Contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, agents, employees, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of lawsuit or a claim for compensation arising in favor or any person, including the employees or officers or independent contractors or subcontractors of the contractor or District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance of the contractor or subcontractor, whether such loss, damage, injury or liability is contributed to by the negligence of the District or by the premises themselves or any equipment thereon, whether latent or patent, or from any other causes whatsoever, except that the contractor shall have no liability for the damages or costs thereto caused by the sole negligence of the District, or acts and/omissions of the District contemplated in the Illinois Anti-Indemnity Act 740 ILCS 35/1 et seq. (1991). The contractor shall furnish the District with a certificate of Insurance of the type stipulated by the District prior to the commencement of work under this contract, including a copy of the contractual insurance endorsement evidencing acknowledgment of its insurer(s) to be bond by the indemnity and Hold Harmless agreement and Waiver of Subrogation clauses included in this contract.

*(Paragraphs deleted)*

### ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing.

10.2 All such changes in the work shall be authorized by a written change order and shall be performed under the applicable conditions of the Contract Documents.

The work which results from any changes as specified shall not be started until receipt of a written authorization of work order from the Owner, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for. Any change order or series of change orders to the extent of \$10,000.00 or more, or which extend the time of completion by thirty (30) days or more, must include a written determination by the Owner or its authorized designee that (1) the circumstances as to why the change is necessary and that it was not reasonably foreseeable at the time the contract was signed, or (2) the change order is germane to the original contract as signed, or (3) the change order is in the best interest of the Park District

*(Paragraph deleted)*

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

10.4 COST OR CREDIT The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways.

- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- B. By unit prices stated in the Contract Documents or subsequently agreed upon.
- C. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

## ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of Owner, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any causes beyond the contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which the Owner determines may justify the delay, then the contract time shall be extended by change order for such reasonable time as the Owner may determine.

Any claim for extension of time shall be made in writing to the Owner not more than ten (10) days after the commencement of the delay otherwise it shall be waived. In the case of a continuing delay, only one claim is necessary. The contractor shall provide an estimate of the probable effect of such delay on the progress of the work with any claims for extension.

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 The Contractor shall submit to the Owner/Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. Contractor must submit certified payroll when requesting payment for labor and waivers for all labor and materials including waivers from subcontractors and vendors.

### § 12.3 CERTIFICATES FOR PAYMENT

The Owner will, within seven days after receipt of the Contractor's Application for Payment, either issue a Certificate for Payment, or notify the Contractor in writing of the Owner's reasons for withholding certification in whole or in part.

### § 12.4 PROGRESS PAYMENTS

#### § 12.4.1

Until final payment, the Owner will pay 90% of the amount due the Contractor on account of progress payments.

.1 If the manner of completion of the Work and its progress are and remain satisfactory to the Owner for each category of Work shown to be 50% or more complete in the Application for Payment, the Owner may, without reduction to previous retainage, (and on presentation by the Contractor of Consent of Surety) allow any remaining progress payments for each category to be paid at a reduction in retainage.

.2 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress

Init.

do not remain satisfactory to the Owner or if the Surety withholds its consent.

.3 After the Work is Substantially Complete and the Architect/Owner has determined that the list of items to be completed and corrected is acceptable, the retention may be adjusted so that the sum has a direct relation to the value of the Work included on the list.

.4 Application for Payment shall be made monthly before the last Friday of each month, as Work progresses and submitted in **duplicate**.

.5 Applications for Payment must be accompanied by Waivers of Lien, submitted in duplicate, applicable to the State of Illinois. Waivers must be furnished by the Contractor, each Subcontractor and major Material Supplier who perform Work and/or supplied any material and/or labor since the previous application. The consideration shown on all Waivers must be the amount paid, and for which the Waiver was given, and must check with the amount shown on the Application. Waivers shall be dated as of the date of the date of issuance of the Application and Certificate for Payment

.6 Upon application for the first Certificate of Payment, the Contractor shall furnish two (2) copies of his Waiver of Lien for the amount of said Certificate.

.7 Upon application for all subsequent Certificates for Payment, the Contractor shall furnish two (2) copies of Partial Waivers of Lien from the Subcontractors and Material Suppliers who received partial payment the previous month.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 The Owner shall not have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

## § 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy and utilize the Work for its intended use.

*(Paragraph deleted)*

## § 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment. The final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract, manufactures warranties and certified payroll when applicable.

1 Upon application for final payment by any Subcontractor or Material Supplier, the Contractor shall furnish two (2) copies of the **Final** Waiver of Lien in the **full** amount, not just balance due, of the Contract from the Subcontractor or Material Supplier requesting said final payment. Waiver shall say "FINAL."

.2. Waiver forms shall be Chicago Title Insurance Company. Payment will **not** be approved or paid without Waivers of Lien covering the Contractor's current application and the Subcontractor's and Material Supplier's previous months application. In submitting their Applications for Payment, Contractors certify that the Work has been furnished and installed in accordance with the Contract Documents.

Init.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

### ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

14.4 The final payment or any provision in the Contract Documents shall not relieve the contractor of the responsibility for the correction of any and all defects in the work performed. He shall correct all defects as notified for a period of one year after final payment. The contract bond shall be written to include this one year period within the guarantee.

### ARTICLE 15 MISCELLANEOUS PROVISIONS

#### § 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

#### § 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

*(Paragraph deleted)*

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

#### § 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

### ARTICLE 16 TERMINATION OF THE CONTRACT

#### § 16.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment as provided in Section 12.4.1 for a period of 45 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

#### § 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, , may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, Ten days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

### § 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

### 17.1 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other



agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, 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 Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### 17.2 EMPLOYMENT AND PREVAILING WAGE RATES

Contractors will be required to comply with all laws, including those relating to the employment of labor and the payment of the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Park District or by the Department of Labor for Will County and Kendall County, Illinois, except that for Landscape Laborer, which rate shall be recognized by the Illinois Landscape Contractors Association, shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

#### 17.3 PROJECT SIGN

Shop drawings of all company advertising shall be submitted to the Owner for approval, and the location of the sign shall also meet the approval of the Owner.

#### 17.4 TEMPORARY LIGHT, POWER AND WATER

The Contractor shall provide and maintain for the project all necessary light, power and water at his own expense. Each sub-contractor shall make provisions with the general contractor for the use of these facilities. The Owner shall provide, if possible, access to nearby facilities. This does not, however, construe an obligation to do so.



17.5 TEMPORARY SANITARY AND WASHROOM FACILITIES

The Contractor shall provide suitable toilet facilities, at his expense, for the use of all employees of Contractors and sub-contractors unless public facilities are available on the site or in close proximity. The Contractor shall maintain any facilities in a proper sanitary condition and these facilities shall be moved from the premises at the completion of the project, and the area restored and left clean to the satisfaction of the Owner.

17.6 FAILURE TO COMPLETE WORK ON TIME

Should the contractor fail to complete the work within the time specified in the contract or within such extended time as may be allowed, the contractor shall be liable to the Owner for all costs incurred for engineering and inspection, and such other expenses directly attributed by reason of the contractor’s failure to complete the work within the specified time, and such amount shall be deducted from the monies due the contractor not as a penalty but as damages sustained.

17.7 LAW TO BE OBSERVED

The contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances and regulations which in any manner affect the conduct of the work, and all such orders or decrees as exist at the present and which may be enacted later, of legislative bodies or tribunals having legal jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Jennifer Rooks-Lopez, Director of Planning  
23729 W. Ottawa Street  
Plainfield, IL 60544

(Printed name, title and address)

CONTRACTOR (Signature)

Greta Keranen  
11002 S. Whipple  
Chicago, IL 60655

(Printed name, title and address)

LICENSE NO.:

JURISDICTION:

# Additions and Deletions Report for AIA<sup>®</sup> Document A105<sup>™</sup> – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:19:42 on 03/23/2015.

## PAGE 1

**AGREEMENT** made as of the 16 day of March in the year 2015

...

~~(Name, legal status, address and other information)~~

Plainfield Park District  
23729 W. Ottawa Street  
Plainfield, IL 60544  
815-254-6180

...

Greta Keranen, Kee Construction  
11002 S. Whipple  
Chicago, IL 60655  
Telephone Number: 773-809-3118  
Fax Number: 773-634-8298

...

~~(Name, location and detailed description)~~

2015-Four Seasons Park Path Improvements  
Fours Seasons Park  
Park Path improvements

...

~~(Name, legal status, address and other information)~~

N/A

## PAGE 2

- .2 the drawings ~~and specifications prepared by the Architect, dated~~ prepared by Design Perspectives, dated February 19, 2015, and enumerated as follows:

...

Sheet 1 of 2

Site Development Plan

02-19-2015

Specifications:  
**Section**

**Title**

**Pages**

~~3~~ addenda prepared by the Architect as follows: 3 Instructions to Bidders; General Conditions; Specifications " Project Manual '2015-Four Season Park Path Improvements' February 19, 2015:

**Number**

**Date**

**Pages**

...

.5 other documents, if any, identified as follows:

1. Contractors Bid proposal submitted on March 5, 2015

2. Project Manual '2015-Four Seasons Park Path Improvements' February 19, 2015

**PAGE 3**

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. Agreement. The Contractor shall substantially complete the Work, no later than (—) calendar days from the date of commencement, June 30, 2015, subject to adjustment as provided in Article 10 and Article 11. *(Insert the date of commencement, if it differs from the date of this Agreement.)*

...

Fifty-six Thousand Sixty-five Dollars and Sixty Cents (\$ 56,065.60)

...

*(Itemize the Contract Sum among the major portions of the Work.)*

...

<u>Grading</u>	<u>\$7,959.60</u>
<u>Concrete Paving</u>	<u>\$6,834.00</u>
<u>Bituminous Paving Overlay</u>	<u>\$19,939.20</u>
<u>Bituminous Path Paving</u>	<u>\$15,972.80</u>
<u>Site Restoration</u>	<u>\$5,360.00</u>

...

*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

N/A

**Item**

**Units and Limitations**

**Price per Unit (\$0.00)**

**§ 3.4** Allowances included in the Contract Sum, if any, are as follows:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

**Item**

**Price**

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

N/A

...

~~§ 4.1~~ Based on Contractor's Applications for Payment certified by the ~~Architect, Owner~~ and when the Owner has received Certified Payroll and Waivers when applicable, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

~~(Insert below timing for payments and provisions for withholding retainage, if any.)~~

12

~~§ 4.2~~ Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

—%

...

~~(Insert specific insurance requirements and limits.)~~ **Liability Insurance**

The Contractor shall purchase from and maintain in a company/companies, lawfully authorized to do business in the jurisdiction in which the Project is located, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damage because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of a conduct directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and claims involving contractual insurance.

The insurance required by shall be written for not less that limits of liability specified below or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. All coverage shall be primary with respects to all claims arising out of operations performed by or on behalf of the Contractor.

#### **A. Commercial General Liability**

- |                         |  |
|-------------------------|--|
| <u>i. \$2,000,000</u>   | <u>General Aggregate</u>                       |
| <u>ii. \$2,000,000</u>  | <u>Products/Completed Operations Aggregate</u> |
| <u>iii. \$1,000,000</u> | <u>Personal Injury</u>                         |
| <u>iv. \$1,000,000</u>  | <u>Each Occurrence</u>                         |
| <u>v. \$100,000</u>     | <u>Fire Damage</u>                             |
| <u>vi. \$10,000</u>     | <u>Medical Expenses</u>                        |

1. Products and completed operations coverage shall be maintained for three (3) years after final payment.
2. Insurance will provide "X, C and U" (Explosion, Collapse and Underground Hazard) coverage as applicable.
3. Policy shall be endorsed to have General Aggregate apply to this project only.
4. Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. The coverage afforded the Owner shall be primary with respect to claims arising out of operations performed by or on behalf of the Contractor. Any insurance or self-insurance maintained by Owner shall be in excess of Contractor's coverage and shall not contribute to it. The insurance company's liability shall not be reduced by the existence of such other insurance or self-insurance.
5. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing 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).

**B. Automobile Liability Insurance**

- i. \$1,000,000 Combined Single Limit
- ii. \$1,000,000 Uninsured Motorists
- iii. \$1,000,000 Under-insured Motorists

1. Coverage to include all owned vehicles, non-owned vehicles and hired or rented vehicles

**C. Umbrella Excess Liability**

- i. \$2,000,000 Each Occurrence
- ii. \$2,000,000 Aggregate
- iii. \$10,000 Self-Insured Retention

1. The Owner shall be named as "Additional Insured" on the commercial general liability policy of the general Contractor and/or subcontractor of any tier on a primary, non-contributory basis, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
2. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing 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).

**D. Workers Compensation, Occupational Disease and Employer's Liability Insurance**

- i. State (in which this contract is performed): Statutory limits
- ii. Applicable Federal (if any): Statutory limits
- iii. Employer's Liability (\$1,000,000) each accident for bodily injury by accident or each employee for bodily injury by disease
- iv. If Owner has not been included as an additional insured under the Commercial General Liability using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, 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 work.

#### **E. Installation Floater**

Each Contractor shall maintain proper insurance to cover any loss or damage to material, product and/or item of equipment, at full replacement value, to be used on or in the project until such time that the material, product and/or item of equipment is made permanently part of the building, structure or project.

### **Insurance Provisions**

#### **A. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish the Plainfield Park District with certificates of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to the Plainfield Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Plainfield Park District shall be by certified mail, return receipt requested.

Failure of the Plainfield Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Plainfield Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

Failure to maintain the required insurance may result in termination of this Contract at the Plainfield Park District's option.

With respect to insurance maintained after final payment in compliance with the requirement above, additional certificates evidencing such coverage shall be promptly provided to the Plainfield Park District whenever requested.

The Contractor shall provide certified copies of all insurance policies required above within 10 days of the Plainfield Park District's written request for said copies.

#### **B. Acceptability of Insurers**

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

#### **C. Cross-Liability Coverage**

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

#### **D. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Plainfield Park District. At the option of the Plainfield Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Plainfield Park District, its officers, officials, employees, volunteers and agents or be required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigation, claim administration and defense expenses.



**E. Subcontractors**

The Contractor shall cause each subcontractor employed by the Contractor to purchase and maintain insurance of the type specified above. When requested by the Plainfield Park District, the Contractor shall furnish copies of certificate(s) of insurance evidencing coverage for each subcontractor. Proof of coverage shall be provided prior to start of work.

**Type of insurance**

**Limit of liability (\$0.00)**

~~§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.~~

~~§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.~~

~~§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.~~

~~§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.~~

**PAGE 7**

~~§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.~~

~~§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges. The contractor shall procure all permits, licenses, bonds, pay all required charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work for the locale in which the work is taking place. This shall include, but not be limited to, the Village of Plainfield; the Plainfield Township; the City of Joliet, the Village of Bolingbrook; and the Will County or Kendall County Development offices. This work and all costs involved shall be considered incidental to the contract.~~

...

~~§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect-Owner.~~

...

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's ~~and Architect's~~ information a Contractor's construction schedule for the Work.

**PAGE 8**

~~§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall~~

not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

...

~~The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Warranties required by the Contract Documents shall commence on the date of final payment. All work to be performed under this contract shall be constructed in compliance with the~~

"Contract

Documents; and must be guaranteed by the contractor and the surety for a period of one (1) year from date of final payment against defective workmanship and material of any nature. On all items or equipment to be incorporated in the completed project, the contractor and his surety must guarantee that the type, quality, design and performance will fully meet the requirements of the contract specifications.

The Contractor must present the Plainfield Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Contractor agrees to sign over warranties and guarantees to the Plainfield Park District. The Contractor guarantees against any faulty materials or workmanship for a period of one (1) year after performance. Any such defects must be corrected, either through repair or replacement, at the Contractor's expense.

...

~~The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.~~Plainfield Park District is not subject to Federal excise or Illinois retailer's tax.

...

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the ~~Architect~~ Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

...

The Contractor shall promptly review, approve in writing and submit to the ~~Architect~~ Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

## PAGE 9

~~To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses Contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, agents, employees, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.~~attorney's fees incurred by reason of lawsuit or a claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the contractor or District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or

indirectly from the performance of the contractor or subcontractor, whether such loss, damage, injury or liability is contributed to by the negligence of the District or by the premises themselves or any equipment thereon, whether latent or patent, or from any other causes whatsoever, except that the contractor shall have no liability for the damages or costs thereto caused by the sole negligence of the District, or acts and/omissions of the District contemplated in the Illinois Anti-Indemnity Act 740 ILCS 35/1 et seq. (1991). The contractor shall furnish the District with a certificate of Insurance of the type stipulated by the District prior to the commencement of work under this contract, including a copy of the contractual insurance endorsement evidencing acknowledgment of its insurer(s) to be bond by the indemnity and Hold Harmless agreement and Waiver of Subrogation clauses included in this contract.

## **ARTICLE 9 — ARCHITECT**

~~§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.~~

~~§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.~~

~~§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.~~

~~§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.~~

~~§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.~~

~~§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~

~~§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.~~

~~§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.~~

~~§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.~~

~~§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.~~

10.2 All such changes in the work shall be authorized by a written change order and shall be performed under the applicable conditions of the Contract Documents.

The work which results from any changes as specified shall not be started until receipt of a written authorization of work order from the Owner, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for. Any change order or series of change orders to the extent of \$10,000.00 or more, or which extend the time of completion by thirty (30) days or more, must include a written determination by the Owner or its authorized designee that (1) the circumstances as to why the change is

necessary and that it was not reasonably foreseeable at the time the contract was signed, or (2) the change order is germane to the original contract as signed, or (3) the change order is in the best interest of the Park District

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

10.4 COST OR CREDIT The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways.

A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

B. By unit prices stated in the Contract Documents or subsequently agreed upon.

C. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

PAGE 10

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, the progress of the work by any act or neglect of the

Owner or by any employee of Owner, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment transportation,

adverse weather conditions not reasonably anticipated, unavoidable casualties, or any causes beyond the contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which the Owner determines may justify the delay, then the contract time shall be extended by change order for such reasonable time as the Owner may determine.

Any claim for extension of time shall be made in writing to the Owner not more than ten (10) days after the commencement of the delay otherwise it shall be waived. In the case of a continuing delay, only one claim is necessary. The contractor shall provide an estimate of the probable effect of such delay on the progress of the work with any claims for extension.

...

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect. The Contractor shall submit to the Owner/Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. Contractor must submit certified payroll when requesting payment for labor and waivers for all labor and materials including waivers from subcontractors and vendors.

...

The ~~Architect-Owner~~ will, within seven days after receipt of the Contractor's Application for Payment, either issue to the ~~Owner~~ a Certificate for Payment, ~~with a copy to the Contractor, for such amount as the Architect determines is properly due,~~ or notify the Contractor and ~~Owner~~ in writing of the ~~Architect's~~ Owner's reasons for withholding certification in whole or in part.

...

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

Until final payment, the Owner will pay 90% of the amount due the Contractor on account of progress payments.

.1 If the manner of completion of the Work and its progress are and remain satisfactory to the Owner for each category of Work shown to be 50% or more complete in the Application for Payment, the Owner may, without reduction to previous retainage, (and on presentation by the Contractor of Consent of Surety) allow any remaining progress payments for each category to be paid at a reduction in retainage.

.2 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner or if the Surety withholds its consent.

.3 After the Work is Substantially Complete and the Architect/Owner has determined that the list of items to be completed and corrected is acceptable, the retention may be adjusted so that the sum has a direct relation to the value of the Work included on the list.

.4 Application for Payment shall be made monthly before the last Friday of each month, as Work progresses and submitted in **duplicate**.

.5 Applications for Payment must be accompanied by Waivers of Lien, submitted in duplicate, applicable to the State of Illinois. Waivers must be furnished by the Contractor, each Subcontractor and major Material Supplier who perform Work and/or supplied any material and/or labor since the previous application. The consideration shown on all Waivers must be the amount paid, and for which the Waiver was given, and must check with the amount shown on the Application. Waivers shall be dated as of the date of the date of issuance of the Application and Certificate for Payment

.6 Upon application for the first Certificate of Payment, the Contractor shall furnish two (2) copies of his Waiver of Lien for the amount of said Certificate.

.7 Upon application for all subsequent Certificates for Payment, the Contractor shall furnish two (2) copies of Partial Waivers of Lien from the Subcontractors and Material Suppliers who received partial payment the previous month.

.

PAGE 11

§ 12.4.3 ~~Neither the Owner nor the Architect shall~~ The Owner shall not have responsibility for payments to a subcontractor or supplier.

...

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy ~~or~~ and utilize the Work for its intended use.

§ 12.5.2 ~~When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by~~



~~the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.~~

§ 12.6.1 Upon receipt of a final Application for Payment, the ~~Architect-Owner~~ will inspect the Work. When the ~~Architect-Owner~~ finds the Work acceptable and the Contract fully performed, the ~~Architect-Owner~~ will promptly issue a final Certificate for Payment. The final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the ~~Architect-Owner~~ releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of ~~the Contract of the Contract, manufactures warranties and certified payroll when applicable.~~

1 Upon application for final payment by any Subcontractor or Material Supplier, the Contractor shall furnish two (2) copies of the Final Waiver of Lien in the full amount, not just balance due, of the Contract from the Subcontractor or Material Supplier requesting said final payment. Waiver shall say "FINAL."

.2. Waiver forms shall be Chicago Title Insurance Company. Payment will not be approved or paid without Waivers of Lien covering the Contractor's current application and the Subcontractor's and Material Supplier's previous months application. In submitting their Applications for Payment, Contractors certify that the Work has been furnished and installed in accordance with the Contract Documents.

#### PAGE 12

§ 14.1 The Contractor shall promptly correct Work rejected by the ~~Architect-Owner~~ as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

...

14.4 The final payment or any provision in the Contract Documents shall not relieve the contractor of the responsibility for the correction of any and all defects in the work performed. He shall correct all defects as notified for a period of one year after final payment. The contract bond shall be written to include this one year period within the guarantee.

...

~~§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.~~

...

~~If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30-45 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.~~

#### PAGE 13

§ 16.2.2 When any of the above reasons exist, the Owner, ~~after consultation with the Architect,~~ may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, ~~seven-Ten~~ days' written notice, terminate employment of the Contractor and may



...

*(Insert any other terms or conditions below.)*

#### 17.1 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, 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 Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the

contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### 17.2 EMPLOYMENT AND PREVAILING WAGE RATES

Contractors will be required to comply with all laws, including those relating to the employment of labor and the payment of the general prevailing ate of hourly wages in the locality in which the work is to be performed for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Park District or by the Department of Labor for Will County and Kendall County, Illinois, except that for Landscape Laborer, which rate shall be recognized by the Illinois Landscape Contractors Association, shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

#### 17.3 PROJECT SIGN

Shop drawings of all company advertising shall be submitted to the Owner for approval, and the location of the sign shall also meet the approval of the Owner.

#### 17.4 TEMPORARY LIGHT, POWER AND WATER

The Contractor shall provide and maintain for the project all necessary light, power and water at his own expense. Each sub-contractor shall make provisions with the general contractor for the use of these facilities. The Owner shall provide, if possible, access to nearby facilities. This does not, however, construe an obligation to do so.

#### 17.5 TEMPORARY SANITARY AND WASHROOM FACILITIES

The Contractor shall provide suitable toilet facilities, at his expense, for the use of all employees of Contractors and sub-contractors unless public facilities are available on the site or in close proximity. The Contractor shall maintain any facilities in a proper sanitary condition and these facilities shall be moved from the premises at the completion of the project, and the area restored and left clean to the satisfaction of the Owner.

#### 17.6 FAILURE TO COMPLETE WORK ON TIME

Should the contractor fail to complete the work within the time specified in the contract or within such extended time as may be allowed, the contractor shall be liable to the Owner for all costs incurred for engineering and inspection, and such other expenses directly attributed by reason of the contractor's failure to complete the work within the specified time, and such amount shall be deducted from the monies due the contractor not as a penalty but as damages sustained.

#### 17.7 LAW TO BE OBSERVED

The contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances and regulations which in any manner affect the conduct of the work, and all such orders or decrees as exist at the present and which may be enacted later, of legislative bodies or

tribunals having legal jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered.

PAGE 15

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

...

Jennifer Rooks-Lopez, Director of Planning  
23729 W. Ottawa Street  
Plainfield, IL 60544

---

Greta Keranen  
11002 S. Whipple  
Chicago, IL 60655

---



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Jennifer Rooks-Lopez, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:19:42 on 03/23/2015 under Order No. 4519567534\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*