## RIDER TO THE STANDARD FORM OF AGREEMENT BETWEEN THE ORLAND PARK PUBLIC LIBRARY (THE "OWNER") AND COMMERCIAL CARPET CONSULTANTS, INC. (THE "CONTRACTOR") AIA DOCUMENT A101, 2007 EDITION

The following provisions, notwithstanding any provisions to the contrary, amend and replace the provisions that appear in the Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 2007 Edition (hereinafter referred to as the "Agreement") between the OWNER and the CONTRACTOR and any provisions in the sections as numbered below which are in conflict with or inconsistent with any of the same provisions in said Agreement shall be void to the extent of such conflict or inconsistency. Where any provisions of the Agreement are modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect.

- 1. On page 1 change the name of the Owner to "The Board of Library Trustees of the Village of Orland Park"
- 2. On page 4, delete Subsection 5.1.3 in its entirety and substitute the following: "Payment shall be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)."
- 3. On page 4, in Subsection 5.1.4 in the third and fourth sentences, add "Owner or" before the word "Architect."
- 4. On page 5, in Sub-subsection 5.1.7.1, in the first and second lines, delete the phrase "the full amount" and insert the phrase "ninety-five percent (95%)" and add "Owner in consultation with the" after "the" and before "Architect" in the second line.
- 5. On Page 5, in Subsection 5.2.2, in the first line, after the word "after", insert the phrase "approval of the Board of Library Trustees of the Village of Orland Park," in the first line, delete the phrase "the issuance", in the second line after the word "Payment," add the following: "pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)" and delete the phrase "or as follows:" and the remainder of the Subsection.
  - 6. On page 6, delete Subsection 6.2 in its entirety.
- 7. On Page 6, in Subsection 8.2, in the first line, after the word "interest", insert the phrase "pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)" and delete the remainder of the Subsection.
- 8. On page 6, delete Subsection 8.5 in its entirety and substitute the following: "The key personnel listed in Subsection 8.4 shall substantially perform the services described in this Agreement. The Contractor shall obtain the Owner's consent to any changes in key personnel. The Contractor shall submit a written request for such a change, accompanied by qualification data for the proposed replacement(s) to the Owner at least 5 days prior to making the proposed change. Consent by the Owner will not be unreasonably withheld."

9. On page 7, add the following to Subsection 8.6:

## "8.6.1 Enforceability

If any clause of this Agreement is determined to be unenforceable, that does not constitute the entire Agreement unenforceable."

- 10. On page 7, in Subsection 9.1.1, add "and Rider to the Standard Form of Agreement" to the end of the sentence.
- 11. On page 7, in Subsection 9.1.3, add "the Supplementary General Conditions of the Contract for Construction."
  - 12. On Page 8, in Sub-subsection 9.1.7.2, list the following in the space provided:

"Invitation to Bid

Instructions to Bidders

Terms of Bidder's Proposal that Comply with Bidding Documents

Required Performance and Payment Bonds

Required Certificates of Insurance

Certification Required by Owner including Eligibility to Enter into Public Contracts

FOR THE CONTRACTOR.

This Agreement"

Those persons whose signatures appear below certify that they have been given authority by their respective governing bodies to execute this Rider as the duly authorized representatives of the parties to the Agreement.

FOR THE OWNER:	FOR THE CONTRACTOR:
ORLAND PARK PUBLIC LIBRARY	COMMERCIAL CARPET CONTRACTORS, INC
By President, Board of Library Trustees of the Orland Park Public Library	Its fres de
ATTEST:	ATTEST:
By Secretary, Board of Library Trustees of the Orland Park Public Library	Its Wary Director
Date: $\frac{3}{22/17}$	Date $\frac{2/23/17}{}$