

**SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT FOR  
CONSTRUCTION BETWEEN THE ORLAND PARK PUBLIC LIBRARY (OWNER)  
AND COMMERCIAL CARPET CONSULTANTS (CONTRACTOR) FOR THE  
ORLAND PARK PUBLIC LIBRARY ADDITION AND REMODEL**

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The following provisions, notwithstanding any provisions to the contrary, amend and replace the General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition, and any provisions in the sections as numbered below which are in conflict with or inconsistent with any of the same provisions in said General Conditions shall be void to the extent of such conflict or inconsistency. Where any provisions of the General Conditions is modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect. All references hereto the “Contractor” shall refer to and mean Commercial Carpet Consultants.

## **ARTICLE 1 GENERAL PROVISIONS**

On the first and last pages of the Contract identify the Owner as: “The Board of Library Trustees of the Village of Orland Park.”

### **1.1 Basic Definitions**

**1.1.1 The Contract Documents.** In the sixth line, delete the words “issued by the Architect”. Delete the last sentence and replace it with the following: "The Contract Documents also include the Instructions to Bidders, all bid documents, including specifications, drawings, Certificates of Insurance, the Performance and Payment Bonds and all required Contractor certifications.”

**1.1.2 The Contract.** In the seventh line, insert the words “and Contractor” after the word “Architect”; and in the eighth line, delete the words “the Architect’s” and replace with the word “their”.

## **ARTICLE 2 OWNER**

### **2.1 General**

**2.1.2** In the second line, at the end of the first sentence, insert the following new sentence: "Owner is a public body and, as such, mechanics' liens may be filed only against public funds not public real property." and delete the remainder of the paragraph.

### **2.2 Information and Services Required of Owner**

**2.2.1** Delete this Subsection in its entirety.

**2.2.3** In the second line, insert the word "reasonably" after the word "entitled."

## **2.3 Owner's Right to Stop the Work**

In the second line delete the word "repeatedly." Add the following at the end of the paragraph:

"In addition, the exercise of this right shall not be construed as placing the Owner in charge of the Work or making the Owner responsible for site safety."

## **ARTICLE 3 CONTRACTOR**

### **3.2 Review of Contract Documents and Field Conditions by Contractor**

**3.2.2** Insert the words "Owner and" before the word "Architect" in the seventh line.

Insert the following new Subsection:

**"3.2.5** The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect's additional services and expenses for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation."

### **3.4 Labor and Materials**

Insert the following new Subsection:

**"3.4.0** The Contractor and all subcontractors shall pay to all laborers, workman and mechanics performing work under the Contract, where applicable, not less than the prevailing rate of wages determined by the Illinois Department of Labor in accordance with the Prevailing Wage Act (820 ILCS 130/1 *et seq.*). It is the Contractor's sole responsibility and duty to insure that any revision in the prevailing wage rates during the course of the project will be reflected in payment from the Contractor and each subcontractor to each worker where the change is applicable. Revisions in the prevailing hourly wage rates affecting this Contract shall be reported to the Contractor and subcontractor by the Owner. In no case shall any revision in the rates of prevailing wages result in an increase in the total Contract Sum."

Insert the following new Subsection:

**"3.4.2.1** The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect's additional services and expenses for the Architect to evaluate proposed substitutions and to make agreed-upon changes to the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions."

### 3.5 Warranty

Delete Subsection 3.5 and replace it with:

**“3.5** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will conform to the requirements of the Contract Documents and be free from defects in material and workmanship for one (1) year from the date of issuance of the final payment by Owner and deficiencies shall be corrected by the Contractor under this warranty immediately upon notification from the Owner and that the Work will conform with the requirements of the Contract Documents. Such warranty does not preclude the Owner’s right to bring an action for breach of this Contract. The Contractor’s warranty shall not be limited by any manufacturer’s warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse by other than the Contractor, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.”

### 3.6 Taxes

**3.6** Delete this Section in its entirety and substitute the following:

**“3.6** The Owner is exempt from all federal, state and local sales and excise taxes because it is a public body and Contractor shall not charge Owner for such taxes.”

### 3.7 Permits, Fees, Notices and Compliance with Laws

Delete Section 3.7.2 in its entirety and replace it with the following:

**“3.7.2** Contractor shall comply with, and give notice required by, all applicable local, state and federal governmental ordinances, statutes, rules and regulations, and all lawful orders, including, but not limited to, those pertaining to hazardous materials, and the following:

- a. Provide a drug free workplace pursuant to the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.);
- b. Comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
- c. Comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and the Rules and Regulations of the Illinois Department of Human Rights, including establishment and maintenance of a sexual harassment policy as required by Section 2-105 of that Article and Act, as further described in Section 13.9 of this Agreement;
- d. Comply with the Americans with Disabilities Act;

- e. Comply with the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), as described in Section 13.11 of this Agreement; and
- f. Comply with the requirements of the Illinois Human Rights Act, as described in Section 13.8 of this Agreement.”

### **3.9 Superintendent**

**3.9.1** In the first line, after the phrase “employ a” insert the word “full time.”

### **3.11 Documents and Samples at the Site**

In the last sentence, changes should be made as follows: Insert the words “segregated as enumerated above, promptly filed in chronological or numeric order in labeled, indexed filing cabinets” between the words “be” and “available”, insert the words “Owner and” between the words “the” and Architect” and strike the words “Architect for submittal to the”.

### **3.12 Shop Drawings, Product Data and Samples**

Insert the following subsection:

**“3.12.11** The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect’s additional services and expenses when more than three submissions of any item is required due to the fault of the Contractor.”

### **3.18 Indemnification**

**3.18.1** In the second line after the word “agents”, insert a comma and then the word “officers”, and delete the phrase “of any of them” and replace it with “or any of them “(the Indemnities)”. In the seventh line insert a period after the word "liable" and delete the remainder of that sentence and add the following new sentence:

"Notwithstanding any other provision to the contrary contained herein, to the extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnitees from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character including copyright infringement and liabilities incurred due to charges of joint negligence of the Indemnitees and Contractor brought because of any injuries or damages sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents or employees arising out of or in performance of any provisions of the Contract."

## **ARTICLE 4 ARCHITECT**

### **4.1 General**

**4.1.3** In the first and second lines, delete the following phrase: “as to whom the Contractor has no reasonable objection and”.

### **4.2 Administration of the Contract**

**4.2.2** In the second line, delete the phrase, “become generally familiar with” and replace it with the word, “observe.” In the third line, delete the phrase “in general” and in the third and fourth lines delete the phrase “in a manner indicating that the Work when fully completed will be.”

**4.2.4** In the second line, make the following changes: Insert the words “in writing” between the words “other” and “through”, and insert the words “, with copies to the other party” after the word Architect”.

**4.2.5** In the second line after the word “certify”, insert the words “, as reviewed with and approved by the Owner, ”.

**4.2.13** Strike the word “Architects” and replace with the word “Owner’s”.

## **ARTICLE 5 SUBCONTRACTORS**

### **5.4 Contingent Assignment of Subcontracts**

Delete “for cause pursuant to Section 14.2” in Subsection 5.4.1.1.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **6.1 Owner’s Right to Perform Construction and to Award Separate Contracts**

**6.1.1** In the third line, strike the following words: “identical or substantially” and “these including”.

### **6.2 Mutual Responsibility**

**6.2.3** Delete this Subsection in its entirety and substitute the following:

**6.2.3** Notwithstanding any other provision in the Contract Documents, Contractor shall coordinate the Work with all other contractors or subcontractors who are working under other contracts and whose work impacts the scheduling of the Work of this Contract and no claim shall be made or allowed to the Contractor by the Owner for any damages which may

arise out of any delay caused by other contractors or subcontractors working under such other contracts, or by Owner under this Contract except that an extension of Contract Time shall be awarded for changes in the Contract made by Owner which create delay. Further, if any act or omission of the Contractor or its Subcontractors delays the work of other contractors or subcontractors working under such other contracts, Contractor, and not the Owner, shall be liable for all claims for damages or cost of delay made by those contractors or subcontractors."

- 6.2.4** In the first line of this Subsection, delete the word "wrongfully" and in the same line, after the phrase "damage by the Contractor" insert the following: "its officers, agents or employees." In the second line, delete the phrase "separate contracts as provided in" and replace with "as well as that required under".

## **ARTICLE 7 CHANGES IN THE WORK**

### **7.1 General**

Add the following new Subsection:

"**7.1.0** Where a change order or a series of change orders authorize or necessitate an increase or decrease in either the cost of the project totaling \$10,000 or more or the time of completion of the project by 30 days or more, a written determination must be prepared and signed by the Owner or its designee stating that the circumstances necessitating the change in performance were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the change order is in the best interest of the Owner."

- 7.1.2** In the second line, make the following changes: strike the words "requires agreement" and insert the words "is issued" and strike the word "and" and replace with the word "or". In the third line, add the words "Owner or" before the word "Architect" and strike the word "alone".

### **7.3 Construction Change Directives**

- 7.3.5** In the second line between the words "the" and Architect", insert the words "Owner and".
- 7.3.7** In the fourth line, strike the words "as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and replace with the words "in accordance with Section 7.1.4."

**7.3.9** In the fifth line between the words “cost” and “shall”, insert the words “as approved by the Owner”.

#### **7.4 Minor Changes in the Work**

In the first sentence between the words “The” and “Architect”, insert the words “Owner and”.

### **ARTICLE 8 TIME**

#### **8.2 Progress and Completion**

**8.2.3** At the end of this Subsection, add the following:

"by all proper and appropriate means, including working overtime without additional compensation. "

#### **8.3 Delays and Extension of Time**

**8.3.1** In the first line, delete the word "an" and insert the words "a wrongful"; in the same line, delete the words "or neglect"; in the third line, and after the word "disputes" insert the phrase "which are industry-wide"; and in the fourth line, substitute “formal negotiation and/or litigation” for “mediation and arbitration.”

**8.3.3** Delete Subsection 8.3.3 in its entirety.

### **ARTICLE 9 PAYMENTS AND COMPLETION**

#### **9.2 Schedule of Values**

In the second line before the word “Architect,” insert the words “Owner and”; at the beginning of the fourth line before the word “Architect” insert the words “Owner and”; and also in the fourth line before the word “Architect” insert the words “Owner or”.

#### **9.3 Applications for Payment**

**9.3.1** In the second line before the word “Architect”, insert the words “Owner and”; in the third line strike the words “, if required,” and add the following at the end of the paragraph:

"The Owner requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment certificates shall not be issued without such mechanics' lien waivers



and Contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements."

## **9.5 Decisions to Withhold Certification**

**9.5.1** At the end of the first sentence, insert the words "or if the Owner and Architect cannot agree on the amount properly due." In the third sentence, make the following changes: Before the word "Contractor", insert the word "Owner,"; insert the words "or Owner" after the word "Architect"; strike the word "promptly"; strike the words "for the amount of which the Architect is able to make such representations to the Owner" and replace with the words "pursuant to the Prompt Payment Act regarding the revised amount." In the fourth sentence after the words "withhold a Certificate of Payment" insert the words "in whole or in part".

**9.5.1.7** Delete the word "repeated."

## **9.6 Progress Payments**

**9.6.1** In the first line before the word "Architect" insert the words "Owner or".

## **9.7 Failure of Payment**

**9.7** In the third line delete the phrase "binding dispute resolution" and replace with the words "formal negotiation".

## **9.8 Substantial Completion**

**9.8.3** In the first line, insert the words "Owner and" before the word "Architect"; in the second line delete the word "Architect's"; in the sixth line, insert the words "Owner or" before the word "Architect"; and add the following sentence at the end of the paragraph: "The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect's additional services and expenses for the Architect to conduct such additional inspections."

**9.8.4** In the last line of the paragraph, insert the words "'Contract Documents or" before the words "Certificate of Substantial Completion."

## **9.10 Final Completion and Final Payment**

**9.10.1** In the second line, insert the words "Owner and" before the word "Architect"; in the third line, insert the words "Owner and" before the word "Architect"; and add the following sentences at the end of the paragraph: "If the inspection reveals the Work is not sufficient to be certified for final payment, the Contractor shall promptly complete or correct noted deficiencies and request another inspection by the Owner and Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect's additional services and expenses for the Architect for such additional inspections."



**9.10.2** In the eighth line, strike the words “if required by the Owner,”; and in the eleventh line, strike the word “may” and insert the words “shall, if requested by the Owner,”.

**9.10.4** Add Subsection .4 as follows:

".4 defective conditions not discovered until after final payment."

## **ARTICLE 10 PROTECTIONS OF PERSONS AND PROPERTY**

### **10.2 Safety of Persons and Property**

**10.2.4** In the second line after the word “Contractor” insert the words “shall give the Owner reasonable advance notice and”.

### **10.3 Hazardous Materials**

**10.3.2** Delete this subsection in its entirety.

**10.3.3** Delete this subsection in its entirety.

**10.3.6** Delete this subsection in its entirety.

## **ARTICLE 11 INSURANCE AND BONDS**

### **11.1 Contractor's Liability Insurance**

**11.1.2** In the second line, strike the words “in the Contract Documents” and insert the word “below”.

### **11.3 Property Insurance**

**11.3.1.2** Delete this Subsection in its entirety.

**11.3.1.3** Replace the word “Owner” with “Contractor”.

**11.3.1.4** Delete this Subsection in its entirety and insert the following:

**11.3.1.4** "Contractor shall provide insurance coverage in an amount approved in writing by the Owner for portions of the Work stored off site (if Owner allows off site storage) and Work in transit to the site."

**11.3.1.5** Delete this Subsection in its entirety and insert the following:

**11.3.1.5** The insurance required by Paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Subparagraph 11.3.7.

**11.3.2** Delete this Subsection in its entirety.

**11.3.4** Replace the word "Contractor" with "Owner" and the word "Owner" with "Contractor".

**11.3.5** Delete this Subsection in its entirety.

**11.3.6** Replace the word "Contractor" with "Owner" and the word "Owner" with "Contractor".

**11.3.8** In the first two lines, replace the word "Contractor" with "Owner" and the word "Owner" with "Contractor".

**11.3.9** In the first three lines, replace the word "Contractor" with "Owner" and the word "Owner" with "Contractor".

**11.3.10** In the first four lines, replace the word "Contractor" with "Owner" and the word "Owner" with "Contractor" and in the fourth line, delete the remainder of the paragraph after the word "Agreement".

## **11.4 Performance and Payment Bonds**

**11.4.1** Delete this Section in its entirety and insert the following:

"The Contractor shall furnish to the Owner at the time of execution of this Contract, bonds in the full amount of the Contract securing the full and faithful performance of this Contract and the payment for all labor and material furnished by the Contractor or anyone furnishing such under the Contractor's contract or a subcontract of any tier. Said bonds shall be in conformance as set forth below and any additional specifications imposed by other Contract Documents, including, but not limited to, the prevailing wage requirements set forth in the Contract Documents. Said bonds shall be written by a surety that is acceptable to the Owner, in the Owner's discretion. Such bonds shall be obtained from a company with a minimum A.M. Best Rating of A- and to which the Owner has no reasonable objection. The cost thereof shall be included in the Guaranteed Maximum Price and paid by the Contractor.

The Contractor shall provide Performance and Labor and Material Payment Bonds as follows:

1. Provide a 100 percent Performance Bond in conformance with AIA Document 312 as modified by Owner and Contractor.
2. Provide a 100 percent Payment Bond in conformance with AIA Document 312 as modified by Owner and Contractor.
3. Deliver bonds within 10 days after execution of the Contract.
4. The bonds must be from a reputable company acceptable to the Owner set forth above and authorized to do surety business in Illinois."

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **12.1 Uncovering of Work**

**12.1.1** In the first sentence, insert the words "Owner or" before the word "Architect's"; in the second line, strike the word "Architect and replace with the word "Owner,"; and in the third line strike the words "the Architect's".

**12.1.2** In the first line, insert the words "Owner or" before the word "Architect"; in the second line, strike the word "Architect" and replace it with the word "Owner".

### **12.2 Correction of Work**

#### **12.2.1 Before or after Substantial Completion**

**12.2.1.1** In the first line, add the words "and diligently" after the word "promptly"; and strike the word "Architect" and replace with the word "Owner".

#### **12.2.2 After Substantial Completion**

**12.2.2.1** Delete the third sentence in its entirety.

**12.2.2.2** Add the following at the end of the Subsubsection: "This obligation shall survive acceptance of the Work under the Contract and termination of the Contract."

Add the following Subsection:

**12.2.2.4** Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Owner will conduct and the Architect and Contractor shall attend a meeting to review the facility's performance.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **13.1 Governing Law**

**13.1** In the first line, after the phrase "by the law of" insert the following: "Illinois and venue for legal disputes shall be Cook County, Illinois" and delete the remainder of the sentence.

## 13.5 Tests and Inspections

13.5.1 In the fifth line, strike the word “related”.

13.7 **Time Limits on Claims.** Delete this Section in its entirety and substitute the following:

### "13.7 Miscellaneous Provisions

13.7.1 Contractor shall abide by all applicable local state and federal ordinances, statutes, rules and regulations including, but not limited to, the Illinois Human Rights Act and the Prevailing Wage Act. The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the WORK is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties. CONTRACTOR, and each of its subcontractors, shall submit monthly a certified payroll to the LIBRARY stating each worker's name, address, telephone number, social security number, classification and the hourly wages paid each pay period, the number of hours worked each day and the starting and ending times each day. Each certified payroll shall be accompanied by the sworn affidavit attached to this contract.

13.7.2 Contractor shall execute all Certifications required by Owner, including but not limited to, a Certification of Eligibility to Enter into Public Contracts.”

The following new Subsections 13.8, 13.9, 13.10, 13.11, 13.12, 13.13 and 13.14 shall be added as follows:

### “13.8 Human Rights Act

The Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and that all contractors and subcontractors performing Work on the Project shall not engage in any prohibited form of discrimination in employment as defined in that Act. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. The Contractor and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of

Human Rights with regard to posting information on employees' rights under the Act. The Contractor and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract."

### **"13.9 Sexual Harassment Policy**

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under state law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the contractor/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Owner or the Architect on request."

### **"13.10 Certification to Enter Into Public Contracts**

Prior to entering into any contract in regard to this Project, the Contractor and all subcontractors must certify that they are not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating."

### **"13.11 Wage Rates**

It is hereby stipulated that the Contractor and all subcontractors shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the instructions to bidders for this Contract to all laborers, workers, and mechanics performing Work under this Contract. All bonds provided by the Contractor under the terms of this contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1, et. seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum except as otherwise agreed to and set forth in Subsection 3.4.0 in these General Conditions.

The Contractor shall comply with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). The Contractor shall require each Trade Contractor, and all Subcontractors and Sub-Subcontractors participating on the Project to make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each contractor and/or subcontractor, or other entity performing Work on the Project, shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating contractor and subcontractor for a period of not less than three (3) years. Each participating contractor and subcontractor shall submit a monthly certified payroll to the Owner consisting of the above-referenced information as well as a statement signed by the participating contractor or subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor shall include the above-referenced certified statement from each applicable Trade Contractor, Subcontractor and/or Sub-Subcontractor referenced in each Application for Payment.”

#### **“13.12 No Waiver of Payment**

Notwithstanding any language in the General Conditions or any other contract document to the contrary or inconsistent with this provision, Owner shall not be deemed to waive any claim or right to assert a claim by making any progress payment.”

#### **“13.13 Waiver of Lien**

Upon satisfaction of the terms and conditions of the Contract and final payment, the Contractor agrees to provide the Owner with a final release and waiver of all liens covering all Work performed under the Contract relative to the project including all Work performed by all subcontractors. Said final waiver of lien shall identify and state that all contractors and subcontractors have been paid in full and there are no contract balances outstanding and owed to any such contractors or subcontractors.”

#### **“13.14 Right to Audit**

**13.14.1** The Owner shall have the right to access and audit all the Contractor’s and Subcontractor’s Project records and documents.

**.1** Such data collection shall be at the Owner’s expense and shall not unduly disrupt the normal operations of the Contractor’s or Subcontractor’s business. The

Owner shall be entitled to make copies of the Contractor's and Subcontractor's records and documents including copies in electronic format.

.2 Change Order costs in excess of normal industry practice or otherwise in excess of reasonable cost for the scope, nature and circumstances of the changes are subject to renegotiation.

.3 Records and documents include, but are not limited to all books, correspondence, memorandum, communications logs, drawings, receipts, vouchers, labor records, payment records, insurance certificates, evidence of bond coverage and other jobsite, home office and related information and data.

.4 Contractor and Subcontractors shall be required to preserve all documents relating to this Agreement for a period of three years after final payment.

.5 The Owner shall, both during and after the term of this Agreement, treat the records and documents provided under this provision confidentially. Following an audit of the records, the Owner shall return to Contractor and/or Subcontractors all records and documents of the Contractor and/or Subcontractors, including all electronic information. Notwithstanding the foregoing, the Owner's confidentiality obligations shall not extend to information which is in the public domain or subsequently comes in the public domain without breach of this Agreement, or is required to be disclosed pursuant to a judicial or court order, provided the Contractor and/or Subcontractor shall be given notice and an opportunity to object to such disclosure. The non-disclosure restrictions described above shall remain in effect after the termination date of this Agreement."

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT.**

### **14.1 Termination by the Contractor**

**14.1.1** In the first line, strike the number "30" and insert the number "60".

Strike Subsection **14.1.1.4** in its entirety.

### **14.2 Termination by the Owner for Cause**

**14.2.1** In **14.2.1.1**, delete the phrase " repeatedly" in the first line.

In **14.2.1.3**, delete the phrase "repeatedly" in the first line.

**14.2.1.5** Add new Subsection .5 as follows: ".5 declares bankruptcy or if a receiver is appointed."



**14.2.2** In the first and second lines, delete the words “, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,”.

**14.2.4** In the second line, add the word “additional” before the word “services”; and in the fifth line after the word “Initial Decision Maker”, add the words “or Owner per 4.2.5, 9.4 and 9.5,” strike the word “upon” and replace with the words “and paid within sixty days of”.

### **14.3 Suspension by the Owner for Convenience**

**14.3.1** Add the following at the end of this Subsection: "If the suspension, delay or interruption is solely for Owner's convenience and not due to any act or omission of the Contractor, Owner shall extend the Contract Time."

**14.3.2** Delete this Subsection in its entirety.

### **14.4 Termination by the Owner for Convenience**

**14.4.3** In the second line, delete the phrase "and costs incurred by reason of such termination," in the third line, insert the words “including overhead and profit thereon per 7.1.4” and delete the remainder of the sentence.

Add Section **14.5 PROJECT RECORDS** as follows:

### **“14.5 PROJECT RECORDS**

**14.5.1** Upon termination or suspension for any reason, the Contractor shall turn over all documents and samples at the site as enumerated in Subparagraph 3.11 to the Owner and shall provide record copies of all other documents, shop drawings, product data, samples, etc., prepared for the Project to the Owner in both paper and electronic (as practical) form.”

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **15.2 Initial Decision**

**15.2.1** In the fourth line, strike the word “mediation” and replace with the words “formal negotiation or litigation.”

**15.2.5** In the third sentence, delete the phrase “mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution” and replace with the words “formal negotiation and litigation.”

**15.2.6** Delete this subsection in its entirety.

**15.2.6.1** In the second line, delete the word “mediation” and replace with the words “formal negotiation and litigation”; in the third line delete the word “mediation” and replace with the

words “formal negotiation and litigation”; and in the third and fourth lines, delete the words “mediate or pursue binding dispute resolution proceedings” and replace with the words “formal negotiation and litigation.”

Add the following subsection **15.2.9**:

“**15.2.9** The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect’s additional services and expenses for the Architect to evaluate excessive or frivolous Claims submitted by the Contractor.”

**15.3 Mediation** Delete this Section in its entirety, including Subsections 15.3.1, 15.3.2, 15.3.3 and replace it with the following:

**“15.3 FORMAL NEGOTIATION**

**15.3.1** The Owner and Contractor shall make a good faith effort to resolve Claims not resolved as per Subparagraph 4.4 by formal negotiation between company representatives who have the authority to resolve the dispute in a manner that is binding. Formal negotiations shall take place at a mutually acceptable time at a Orland Park Public Library provided meeting space within fifteen days of receiving notice per Subparagraph 4.4.10. Formal negotiations pursuant to Paragraph 4.7 are confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.

**15.3.2** All applicable statutes of limitation and defenses based on the passage of time shall be tolled during the formal negotiation process.

**15.3.3** Any change in the Work or adjustment to the Contract Sum or Contract Time resulting from Claims resolved by formal negotiation shall be incorporated into the Agreement by Change Order.

**15.3.4** Claims not resolved through formal negotiation may be subject to litigation at the discretion of the aggrieved party. Failure to initiate litigation within 30 days of the conclusion of formal negotiation shall result in the Architect’s decision regarding the Claim becoming final and binding upon the Owner and the Contractor.

**15.3.5** The prevailing party in any matter resolved through litigation shall be entitled, in addition to other relief awarded, a reasonable sum for their attorney’s fees, legal fees and expenses incurred relative to the proceeding in an amount as determined by the court.

**15.4 Arbitration** Delete this Section in its entirety including Subsections 15.4.1, 15.4.2, and 15.4.3.

**15.4.4 Consolidation or Joinder** Delete this section in its entirety including Subsections 15.4.4.1, 15.4.4.2 and 15.4.4.3.

This Rider shall be effective on the day and date above when executed by duly authorized agents of the parties.

FOR: OWNER

FOR: CONTRACTOR

BOARD OF LIBRARY TRUSTEES  
OF THE VILLAGE OF ORLAND PARK

COMMERCIAL CARPET CONSULTANTS

By: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Its: Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_