

**RIDER TO PURCHASING AGREEMENT  
BETWEEN THE BOARD OF LIBRARY TRUSTEES OF THE  
VILLAGE OF ORLAND PARK AND  
HENRICKSEN & COMPANY, INC. DATED November 18, 2019.**

This Rider is attached to, and is incorporated by reference in, the Purchasing Agreement (“Agreement”) made and entered into by and between the Board of Library Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, an Illinois unit of local government (the “Library”) and Henricksen & Company, Inc., an Illinois corporation (“Henricksen”) for the purpose of supplementing and modifying certain terms and conditions of the Agreement. In the event of a conflict between the Agreement and this Rider, the provisions of this Rider shall govern and control. Where any provision of the Agreement is modified or deleted by this Rider, the unaltered provisions of the Agreement shall remain in effect.

1. The initial paragraph of the Agreement is revised to provide as follows:

“This Purchasing Agreement (the “Agreement”) is made of the 18<sup>th</sup> day of November, 2019, between the Board of Library Trustees of the Village of Orland Park, Cook and Will Counties, Illinois (“Orland Park Public Library”) with its office at 14921 S. Ravinia Avenue, Orland Park, Illinois 60462, and Henricksen & Company, Inc., an Illinois corporation (“Henricksen”), with its corporate office at 1101 West Thorndale Avenue, Itasca, Illinois 60143.”

2. Subsection 1.2 of Section 1 is deleted.
3. In Subsection 1.4 of Section 1, the end date is November 30, 2019.
4. The last sentence of Subsection 2.1 of Section 2 is deleted.
5. Subsection 2.4 of Section 2 should be deleted and replaced with the following:

“The Library is a public body and is exempt from excise, sales and use taxes and will furnish Henricksen with exemption numbers as required. No requests for payments associated with the purchase of the Product may include any such taxes.”

6. Subsection 4.3 of Section 4 is amended to include the following:

“No other or additional services shall be provided by Henricksen except upon prior written approval of the Orland Park Public Library.”

7. The following is added to Subsection 5.2 of Section 5:

“All payments to Henricksen by the Orland Park Public Library shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).”

8. The first paragraph of Section 6 is amended to provide that Orland Park Public Library shall not be obligated for any transfer, insurance or storage charges, or labor costs, should there be delays in construction or delivery or postponement of installation by Henricksen, no matter the length of the delay or postponement.
9. The first paragraph of Section 8 is deleted.
10. In Section 9, the word "clauses" is replaced by "causes" (8<sup>th</sup> line) and the word "breach" is replaced by "termination" (last line).
11. Section 10 is deleted.
12. Subsection 12.2 in Section 12 is deleted.
13. The following provisions are hereby added to the Agreement:
  - 12.6. Henricksen hereby certifies that it is eligible to enter into public contracts and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33 E-3 or 33 E-4 of the Illinois Criminal Code, or of any similar offense of "bid rigging" or "bid rotating" of any state of the United States.
  - 12.7. Henricksen hereby certifies that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).
  - 12.8. During the performance of this Agreement, Henricksen agrees to comply with the Illinois Human Rights Act, 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.
  - 12.9. In the manner and to the extent required by law, Henricksen will comply with the Illinois Prevailing Wage Act and all laws governing the payment of wages to laborers, workers and mechanics of Henricksen or any subcontractor of Henricksen who shall be bound to this Agreement and who is providing services covered by this Agreement.
  - 12.10. Henricksen is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not:
    - a) It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act: or

- b) It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

12.11. Any change order or series of change orders that increase or decrease the contract value by \$10,000 or more, or that increases or decreases the contract duration by 30 days or more must be accompanied by a written request from Henricksen justifying the additional cost or change in schedule. Within an agreed upon period of time, the Library will provide a response to Henricksen's Change Order or Time request by providing a written determination that the change requested was not reasonably foreseeable at the time the Agreement was signed, the change is germane to the Agreement or the change is in the best interest of the Library. Any change increasing the original Agreement value by fifty percent (50%) or more must be re-bid by the Library."

THIS RIDER dated the 18<sup>th</sup> day of November, 2019.

BOARD OF LIBRARY TRUSTEES OF  
THE VILLAGE OF ORLAND PARK,  
COOK AND WILL COUNTIES,  
ILLINOIS

HENRICKSEN & COMPANY, INC.  
an Illinois corporation

By:

[Signature]  
Authorized Officer

[Signature]  
Authorized Officer