

The Kenneth Company
920 Curtiss St. #159
Downers Grove, IL 60515
Phone: 630-679-2750

LUMP SUM CONTRACT AGREEMENT

THIS AGREEMENT, made this 8th day of June, in the year Two Thousand and Twenty by and between Village of Homer Glen hereinafter called the OWNER, and The Kenneth Company hereinafter called the CONTRACTOR.

For the consideration hereinafter named, the CONTRACTOR agrees with the OWNER, as follows:

ARTICLE ONE. DESCRIPTION OF WORK:

The Contractor agrees to perform all work necessary to complete: All work per Exhibit A attached herein at Glenview Walk Park per request for proposal dated March 10, 2020 and Burke proposal 129-127857-5. Changes in scope of work shall be priced per Exhibit B attached herein or as otherwise negotiated.

Location: Glenview Walk Park

Owner: Village of Homer Glen, Matt Walsh

14240 W. 151st St.

Homer Glen IL 60491

(Owner: Name, Address, Phone Number and Owner Representative's name, Required)

ARTICLE TWO. TIME OF COMPLETION:

The Contractor shall complete the Project in a workmanlike manner, rapidly, continuously and uninterrupted and shall be completed no later than October 1, 2020 ("Scheduled Completion Date"); provided, however, if at any time progress on the Project is delayed by a cause beyond the control of Contractor after Contractor exercises reasonable efforts to avoid such delays, the Scheduled Completion Date shall be extended by the period of such delay.

ARTICLE THREE. THE CONTRACT SUM:

The Owner agrees to pay the Contractor for the performance of this Agreement the sum of Eighty-five thousand Three Hundred Forty-five and 00/100's Dollars (\$85,345.00) in current funds, within 30 days of completion of work. Prior to Payment, Contractor shall deliver all waivers of lien, together with the Contractor's final sworn statement. There will be a service charge of 1 ½% per month on any unpaid balance beginning 30 days after the invoice statement is rendered. Delinquent accounts will be subject to lien filings or litigation. Any cost incurred for collection or lien applications and costs will be the responsibility of the Owner.

ARTICLE FOUR. TAXES, PERMITS, LICENSES, FEES:

The Contractor agrees to pay any and all Federal, State, or Local Taxes which are, or may be, assessed upon the material and labor which he furnishes under this contract.

Owner Tax Identification Number:

The owner of this project, Village of Homer Glen, is a tax exempt entity.

Their Tax ID # is 36-4438506

ARTICLE FIVE. REPLACEMENT OF DEFECTIVE WORK:

Prior to the Payment, Contractor shall promptly remedy any and all work in Project that fails to conform to all requirements of the Plans and Specifications and all applicable laws, statutes, codes,

ordinances, rules, regulations, orders and decrees. From and after the Payment under this Agreement, Contractor, upon notice from Owner, shall promptly remedy any and all defects due to faulty materials, equipment or workmanship which appear within one year from the date of final payment, or within such longer period of time as may be prescribed by law. Nothing contained herein shall relieve Contractor of any liability in respect to hidden or latent defects in the Project as to which Contractor shall remain liable in the manner provided by law. The provisions of this paragraph shall apply to work performed and materials provided by Subcontractors of any tier as well as to work performed by employees or agents of Contractor.

ARTICLE SIX. REPRESENTATIONS AND WARRANTIES:

Contractor represents, warrants and covenants that:

A. Contractor shall provide all materials (other than those shown on the Plans and Specifications to be furnished by Owner), tools, machinery, implements, scaffolding, skilled and unskilled labor and any other item or facility necessary to properly perform the Project.

B. The Project will be built in strict accordance with any and all applicable building, zoning, health, fire, safety and other statutes, laws, codes, ordinances, rules, regulations and orders affecting the Project.

C. The Project will be built in strict accordance with the Plans and Specifications as may be modified from time to time pursuant to this Contract, in a good and workmanlike manner utilizing new and first quality materials fit for the uses and purposes for which they are intended and free from faults and defects.

ARTICLE SEVEN. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

It is a condition of this Contract that the CONTRACTOR shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29 code of Federal Regulations, Part 1518 - published in the Federal Register on April 17, 1971) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work hours and Safety Standards act (83 Stat. 96), and in accordance with any changes or amendments to any Federal, State or Municipal Safety of Health Standards.

The CONTRACTOR agrees to report all injuries to Owner as soon as possible, but in no event more than 48 hours after occurrence.

The Owner shall have the right to take any corrective measures required by Occupational Safety and Health Act of 1970 should the CONTRACTOR refuse to correct a violation.

ARTICLE EIGHT: INSURANCE AND INDEMNIFICATION:

A. Contractor shall procure, prior to commencing any construction, and maintain in effect during the term of this Agreement, comprehensive general liability insurance (with completed operations and product liability coverage) with respect to the Project and automobile liability insurance (bodily injury and property damage) on all owned and rented equipment, such insurance with limits of not less than \$1,000,000.00 for injury to or death of one person, \$1,000,000.00 for injury to or death of any number of persons in one accident and \$50,000.00 for property damage. Contractor shall also require all of its subcontractors to maintain insurance with the foregoing limits. Owner shall be included as an additional named insured on the insurance maintained by Contractor.

B. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner from and against all claims, demands, damages, causes of action, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the construction work on the Project provided that any such claim, damage, loss or expense (i) is attributable to personal injury, bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (ii) is caused in whole or in part by any negligent act or omission of Contractor or any Subcontractor of any tier thereof, anyone directly or indirectly employed by any of them, or anyone for whom's acts any of them may be liable, regardless of

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whether or not it is caused in part by Owner or (iii) as a result of the failure of Contractor to perform its duties and obligations hereunder. In any and all claims against Owner by any employee of Contractor, any Subcontractor of any tier thereof, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, an indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount for type of damages, compensation or benefits, if any, payable by or for Contractor or any Subcontractor of any tier thereof under worker's compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE NINE: MISCELLANEOUS:

A. Governing Law. This Agreement is being executed and delivered in Will County, Illinois and shall be governed by and construed and enforced in accordance with the laws of the State of Illinois with venue in the Circuit Court of Will County.

B. Paragraph Headings. The paragraph headings are inserted in this Agreement only for convenience, and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

C. Unenforceable Provisions. If any term, covenant, warranty, paragraph, clause, condition, or provision of this Agreement is held by a court of competent jurisdiction to be in-valid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby, and this Agreement shall be construed as if such invalid, void, or unen-forceable provisions were omitted.

D. Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, devisees, legatees, successors, and assigns.

E. Remedies Not Exclusive. All of the rights, benefits, and remedies provided to the Owner and the Contractor by this Contract, or by any instrument or document executed pursuant to this Agreement, shall be cumulative and shall not be exclusive of any rights, remedies, and benefits allowed by law or equity to the Owner and the Contractor.

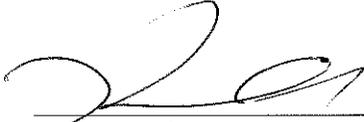
F. No Waiver of Rights. Failure by Owner or Contractor to insist upon or enforce any of their rights shall not constitute a waiver thereof by the Contractor or Owner, and nothing shall constitute a waiver of the Owner's or Contractor's right to in-sist upon strict compliance with the provisions of this Agreement.

G. Supersedes All Previous Agreements. This Agreement supersedes any and all previous agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreements.

H. Changes in Writing. No changes or modifications of this Agreement shall be valid unless in writing and signed by all of the parties to this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

IN WITNESS WHEREOF, The parties hereto have executed this agreement the day and year first above written.

CONTRACTOR: The Kenneth Company

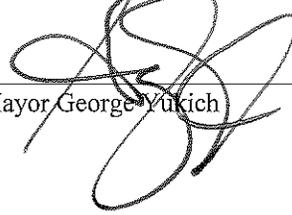


Kenneth Maloney



(Witness)

Owner: Village of Homer Glen



Mayor George Yurkich



(Witness)

Exhibit: A

The Kenneth Company: Glenview Walk Park Pricing

Burke Playground per proposal
number 129- 127857-4

Playground Installation	\$44,495.00
Playground Curb 6"x18"	\$11,075.00
EWF Playground Surfacing	\$12,940.00
Drainage	\$3,950.00
Excavation, Grading & Restoration	\$6,630.00
2' Silt & 4' Plastic Safety Fence	\$2,255.00
Bonding & Insurance	<u>\$4,000.00</u>

TOTAL \$85,345.00

Exhibit B

Unit Pricing 127857-5

Burke Basics, Stand Alone Components

Component No.	Description	Qty	Weight	Ext. Weight	Price	Ext. Price
Burke Basics						
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	23	23	\$342	\$342
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	2	20	40	\$187	\$374
550-0158	3 1/2" OD ARCH SWING	1	264	264	\$1,631	\$1,631
550-0159	3 1/2" OD ARCH SWING ADD-ON	3	160	480	\$1,032	\$3,096
550-0171	FREEDOM SWING SEAT, 8' BEAM, ...	1	38	38	\$921	\$921
550-0180	ZIPVENTURE 100 FT	1	1,391	1,391	\$14,298	\$14,298
550-0186	VOLITO	1	413	413	\$6,061	\$6,061
550-0191	KONNECTION SWING	1	64	64	\$1,288	\$1,288
560-0584	ROPEVENTURE LINK	1	38	38	\$2,216	\$2,216
560-0597	ROPEVENTURE VERTEX	1	1,340	1,340	\$16,659	\$16,659
560-2579	VOLTA INCLUSIVE SPINNER	1	475	475	\$6,021	\$6,021
570-2676	ORB ROCKER	1	483	483	\$6,950	\$6,950
660-0101	INSTALL KIT, BURKE BASICS - P...	1	2	2	\$0	\$0
580-172	6' Stationary Bench	2			\$532	\$1,064

List Price: \$61,665

Sale Price: 2-5 Structure: \$15,183

List Price 5-12 Structure: \$46,701

Burke Shipping: \$4,380

6" x 12" Concrete Curb @ \$25.00/lf

Engineered wood fiber play surfacing \$ 45.00/cy

Silt Fence \$2.00/ L.F.

4' Plastic Construction Safety Fencing \$3.00/L.F.

Drainage: 4" ADS with trench backfill ¾" CA7: \$22.00/L.F.