

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 Two 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 Heritage Park Playground per request for proposal dated June 6th, 2022 and Burke proposal 129-152354-2. Changes in scope of work shall be priced per Exhibit B attached herein or as otherwise negotiated.

Location: Heritage Park Playground

Owner: Village of Homer Glen
Attn. Carmen Maurella, Village Manager
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 uninterruptedly and shall be completed (if ordered by 06/17/2022) no later than November 15th, 2022 ("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 Two Hundred and Twenty-Four Thousand Dollars (\$224,000.00) 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 2% 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 Glenn, is a tax-exempt entity. Tax ID-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. Contractor's warranty is in addition to the **BURKE GENERATIONS WARRANTY** which is included in Exhibit A to this contract identified as Burke proposal 129-152354-2.

ARTICLE SIX. REPRESENTATIONS AND WARRANTIES: Contractor represents and warrants 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. Any and all modifications to the Plans and Specifications must be approved in advance by the Owner.

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 or 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 will also procure and maintain Workers' Compensation Insurance covering Contractor for any and all claims which may arise against Contractor because of the Illinois Workers' Compensation Act and also the Illinois Workers' Occupational Disease Act. Contractor's Workers Compensation policy shall have a limit of not less than \$500,000.00 per claim.

B. All policies of insurance shall name the Village of Homer Glen as an additional insured on a primary and non-contributory basis. Contractor will provide appropriate Certificates of Insurance and Additional Insured Endorsements to the Village naming the Village on a primary and non-contributory basis prior to beginning any work. Contractor shall also require all of its subcontractors to maintain general liability insurance, automobile liability insurance, and Workers' Compensation Insurance with the foregoing limits and meeting the same requirements. Owner shall be included as an additional named insured on the insurance maintained by Contractor and all Subcontractors.

C. 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 whose acts any of them may be liable, regardless of 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 or 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 invalid, 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 unenforceable 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.

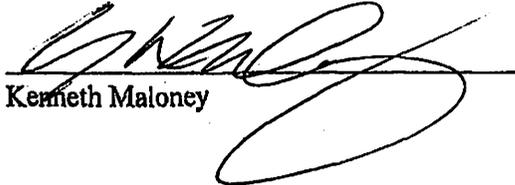
F. No Waiver of Rights. Failure by Owner or Contractor to insist upon or enforce any of their rights shall not constitute a waiver thereof by the Contractor or Owner, and nothing shall constitute a waiver of the Owner's or Contractor's right to insist upon strict compliance with the provisions of this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

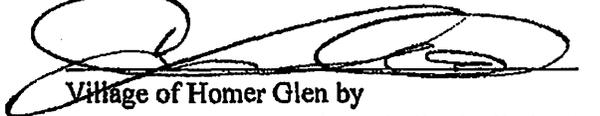
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CONTRACTOR: The Kenneth Company


Kenneth Maloney


(Witness)

OWNER: Village of Homer Glen


Village of Homer Glen by
Carmen J. Maurella III, not individually but in
his capacity as Village Manager


(Witness)

**THE KENNETH
COMPANY**

920 Curtiss St. #159
 Downers Grove IL 60515
 Bus: 630/679-2750
 KCOFFICE2019@GMAIL.COM

CHANGE

To:	Village of Homer Glen Attn: Carmen J Maurella III Village Manager	Date: June 30, 2022 Project: Heritage Park Playground Location: 14240 W 151 st , St. Homer Glen, IL 60491

Item	Description	Add/Deduct	
	Contract Amount		\$224,000
	Deduct Swings, Add Volito Swing per revised proposal # 129-152354-3	Add \$2,708.00	
	Revised Contract Amount		\$226,708

Submitted by: Ken Maloney Organization: The Kenneth Co. Date: 6/30/22

Approved by:  Organization: _____ Date: _____