

CITY OF CREST HILL
CITY CENTER

Change Order

Date: 7/28/2022
Project: Crest Hill City Center

Contractor: Ramcorp, Inc

Change Order #:

Description:

C-29: Relocation of Dumpster Coral to East Side
* F&I Masonry Walls and Caps as shown to create a Trash Enclosure on the East Side
Of the Facility to match the existing masonry work.

Note: See Attached RCO / Proposals

| | |
|---|-------------------------------|
| Original Contract: | \$ 999,470.00 |
| Previous Change Orders: | <u>\$ 17,134.55</u> |
| Contract Total Prior to this CO: | \$ 1,016,604.55 |
| New Change Order Amount: | <u>\$ 18,670.45</u> |
| New Contract Amount: | <u><u>\$ 1,035,275.00</u></u> |

Approved:

Administrator Date

Shawn Thompson - Project Manager Date

Sub-Contractor Date

Dan Skiera - Superintendent Date

RAMCORP, INC

421 N. Water Street
Wilmington, IL 60481

815-476-7961 Phone
815-476-7964 Fax

PROPOSAL

June 16, 2022

Harbour Contractors, Inc
23830 W Main Street
Plainfield, IL 60544

Phone: 815-254-5500
Fax: 815-254-5505

ATTN: Dan Skiera
RE: Crest Hill City Hall – Trash Enclosure

Dear Dan:

We propose to furnish labor and materials for the masonry on the above project for a lump sum of: **\$18,670.00**

EXCLUSIONS:

| | |
|----------------------|--|
| Winter Protection | Furnishing of Door Frames |
| Temporary Enclosures | Drug Testing |
| Heat | Setting of Frames |
| Shop Drawings | Coordination of Other Trades |
| Welding | Layout of Work for Other Trades |
| Painting | Inspection of Work of Other Trades |
| Disposal | Testing of Materials |
| Sheet Metal | Liquidated Damages |
| Demolition | Caulking |
| "Kotecki Waiver" | Steel lintels |
| Sealer | All Work Not Clearly Shown on Drawings |

FURNISHED BY OTHERS:

| | |
|-----------|----------------------|
| Dumpsters | Electricity |
| Water | Workable Site Access |

INCLUSIONS:

| | |
|----------------------|----------------------------|
| 8" SFCMU-Hearthstone | Block Flash |
| Limestone Coping | Type S Mortar w/ IWR color |
| Rebar 32" o.c vert. | 3000 PSI Grout |

Price subject to change upon receipt of a complete set of construction drawings

Acceptance of this proposal by Contractor shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Contractor's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Contractor's agreement herewith shall be evidenced by Contractor's signature hereon or by permitting Subcontractor to commence work for project.

1. Subcontractor shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitable stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. No provision of any agreement shall serve to void the Subcontractor's entitlement to payment for properly performed work or suitable stored materials or to require the Subcontractor to continue performance if timely payments are not made to Subcontractor for suitably performed work or stored materials or to void Subcontractor's right to file a lien or claim on its behalf in the event that any payment to Subcontractor is not timely made.

2. The Contractor will withhold no more retention from the Subcontractor than is being withheld by the Owner from the Contractor with respect to the Subcontractor's work.

3. If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received.

For purposes of this subparagraph, payment shall be made within three (3) working days after the Contractor receives payment from the Owner; provided, however, if the Architect does not issue a Certificate for Payment or the Contractor does not received payment for any cause which is not the fault of the Subcontractor, the payment shall be made by the Contractor on the date the Contractor receives the Subcontractor's demand for such payment. All sums not paid when due shall bear an interest rate of 1 - 1/2% per month or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Contractor.

The Subcontractor Sum shall, by appropriate adjustment, be increased by the amount of the Subcontractor's reasonable cost of demobilization, delay and demobilization.

4. No back charges or claim of the Contractor for services shall be valid except by an agreement in writing by the Subcontractor before the work is executed, except in the case of the Subcontractor's failure to meet any requirement of the subcontract agreement. In such event, the Contractor shall notify the Subcontractor of such default, in writing, and allow the Subcontractor reasonable time to correct any deficiency before incurring any cost chargeable to the Subcontractor.

5. Contractor is to prepare all work areas so as to be acceptable for Subcontractor work under the subcontract. Subcontractor will not be called upon to start work until sufficient areas are ready to insure continued work. The Contractor shall furnish all temporary site facilities including suitable storage space, temporary electrical and water at no cost to Subcontractor.

6. Subcontractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Subcontractor shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the owner, General contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. Subcontractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations caused by others whose acts are not the Subcontractor's responsibility and to time extensions for unavoidable delays. The Contractor shall make no demand for liquidated damages for delays in excess of the amount specified in the subcontract agreement and no liquidated damages may be assessed against Subcontractor for more than the amount paid by the Contractor for unexcused delays to the extent actually caused by Subcontractor.

7. The Subcontractor's equipment and work are guaranteed for a period of one year from the date of substantial completion or use by the Contractor or the contractor's customer, whichever is earlier. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The exclusive remedy shall be that Subcontractor will replace or repair any part of its work which is found to be defective. Subcontractor shall not be responsible for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation of normal wear, tear and usage.

8. Work called for herein is to be performed during Subcontractor's regular working hours. All work performed outside of such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized.
9. Contractor shall, if the Owner does not, purchase and maintain all risk insurance upon full value of the entire work and/or materials delivered to the jobsite, which shall include the interest of Subcontractor.
10. The Subcontractor shall indemnify and hold harmless the Contractor, Owner, Architect or others from damages only to the extent such damages were caused by any negligent act or omission of the Subcontractor or anyone for whose acts the Subcontractor is liable. Notwithstanding anything to the contrary contained in this agreement, under no circumstances will Subcontractor waive any limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor under Workers' or Workmen's Compensation Acts, including but not limited to what is commonly known as "Kotecki" rights, Disability Benefit Acts, or other Employee Benefit Acts.
11. The subcontract form used between the Subcontractor and the Contractor will be AIA Standard Form Subcontract Document A401. Where there is a conflict between provisions of either the AIA Standard Form, or the contract documents between the Owner and Contractor and this proposal, then this proposal shall govern.
12. All implications or expressions of design responsibility of Ramcorp, Inc. is expressly excluded from this proposal and any or all subsequent agreements that may be entered into by Ramcorp, Inc. without exception.
13. All paid when paid clauses that might be included in any agreement between Ramcorp, Inc. and any party are interpreted to include the other party's duty to collect those funds within a reasonable time. Failure of the other party to collect payment does not relieve the other party of their responsibility to pay Ramcorp, Inc. and this is intended to be interpreted without exception.
14. Contractor is to prepare all work areas so as to be acceptable for Subcontractor's work under the Subcontract. Subcontract will not be required to start work until sufficient areas are ready to insure continued work and in such sequence as to allow reasonable production.
15. If the Subcontractor (1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (2) fails to make payment to sub-subcontractors for materials or labor in accordance with the respective agreements between the Subcontractors and its sub-subcontractors; (3) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or (4) otherwise is guilty of a substantial breach of a provision of the Subcontract Documents, and fails with seven (7) days after receipt of written notice to commence and continue correction of such default or neglect with diligence, the Contractor may, after seven (7) days following receipt by the Subcontractor of an additional written notice and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work, such excess shall be paid to the Subcontractor, but if such expense exceeds such unpaid balance, the Subcontractor shall pay the difference to the Contractor.
16. In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. "The Subcontractor shall not be required to accept the assignment to the Owner in the event the Owner attempts to assign the Subcontract to a general contractor or construction manager who is or was, prior to the date of termination of the Prime Contract, an adverse party to the Subcontractor in litigation or arbitration." In such event, the Owner shall assume the Contractors' rights and obligations under the Subcontract Documents. If the Work of the Prime Contract has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

This proposal expires after 30 days.

RAMCORP, INC. (Subcontractor)

Contractor


Jeffrey D. Treadman

By _____

Title _____

Date _____

JDT:jdt