

**Resolution of the County Board
of
Kankakee County, Illinois**

**RE: AWARD OF BID TO R & R, INC. TO RENOVATE THE COURT HOUSE
BATHROOMS TO BE ADA COMPLIANT**

WHEREAS, on November 20th, 2013, the Building and Grounds Committee met at their regularly scheduled meeting to discuss with the architectural consultant, on the best way to bring the Court House bathrooms into compliance with the American with Disabilities Act (ADA) standards and the Illinois Accessibility Code; and,

WHEREAS, the scope of work to be done will include minor work on the second floor women's bathroom and a total renovation on the first floor men's and women's bathrooms; and,

WHEREAS, at the November 20th, 2013 Building and Grounds Committee Meeting it was determined that the following qualified bidders submitted bids listed for the work described herein and did award the bid subject to the confirmation of this County Board; and,


Name of Bidder:	Heritage Development	Johnson Downs	Piggush Simoneau	R & R, Inc.	Rodgers Construction	Stronghold Construction
Bid:	\$201,421	\$201,750	\$199,526	\$191,535	\$251,800	\$196,371

WHEREAS, the bid was awarded to R & R, Inc. as the low bidder and work will commence at the Court House during the holidays during normal working hours and will continue until the project is completed.

NOW, THEREFORE, BE IT RESOLVED by the Kankakee County Board after review, discussion and consideration that the qualified bid by R & R, Inc. is hereby awarded and passed by the Kankakee County Board to complete the work herein described.

PASSED and adopted this 10th day of December, 2013.


Michael Bossert, County Board Chairman

ATTEST: 
Bruce Clark, County Clerk

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 12th day of December in the year 2013
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Kankakee County Board
189 E. Court St.
Kankakee, Illinois 60901

and the Contractor:
(Name, legal status, address and other information)

Ruben E. Smith Const. and R&R, Inc.
422 N. Kennedy Drive
Bradley, Illinois 60915

for the following Project:
(Name, location and detailed description)

Bathroom Remodeling
Kankakee County Courthouse
450 E. Court St., Kankakee, Illinois 60901

The Architect:
(Name, legal status, address and other information)

JH2B Architects, Inc.
187 S. Schuyler Ave., Suite 110
Kankakee, Illinois 60901

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1735877976)

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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| December 20, 2013

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

| N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

| As soon as possible

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

N/A

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Ninety-One Thousand Five Hundred Thirty-Five and No/100 Dollars (\$ 191,535.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Contingency Allowance	\$15,000

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than thirty days thereafter.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Until the work is fifty percent (50%) complete, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At the time the work is fifty percent (50%) complete and thereafter, if the manner of completion of the work is and remains satisfactory to the Architect and in absence of other good and sufficient reasons, he shall (upon presentation by the Contractor of "Consent of Surety to Reduction in or Partial Release of Retainage", AIA Document G707A, 1994 Edition), authorize the retainage to be reduced to 5% of the total amount of work completed to date.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

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User Notes:

(1735877976)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

| N/A

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- | Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- | Litigation in a court of competent jurisdiction
- | Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

| N/A %

§ 8.3 The Owner's representative:
(Name, address and other information)

| Brian Gadbois
Kankakee County Maintenance Supervisor
189 E. Court St.
Kankakee, Illinois 60901

§ 8.4 The Contractor's representative:
(Name, address and other information)

| Ron Kinsinger
Ruben E. Smith Const. and R&R, Inc.

422 N. Kennedy Drive
Bradley, Illinois 60915

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
A201	Supplementary General Conditions	2007	18

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See attached sheet 9.1.4.

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See attached sheet 9.1.5.

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	November 14, 2013	1 + Section 00 41 05 + ESK-1, ESK-2, ESK-3 & ESK-4

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

N/A

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents)

unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

General Construction change order mark-up/overhead and profit shall be 14% for all Change Order Work. General Contractor's mark-up/overhead and profit for subcontractor's work shall be 9% for all Change Order Work. The Subcontractor's mark-up/overhead and profit shall be 15% for all Change Order Work.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.


(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Certificate of Insurance	\$2,000,000 General Liability/\$2,000,000 Umbrella Liability
Performance & Payment Bonds	Full Amount of Contract (\$191,535.00)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Mike Bossert, Chairman, Kankakee Co. Board
(Printed name and title)


CONTRACTOR (Signature)

Ruben E. Smith, President
(Printed name and title)

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<u>DIVISION</u>	<u>SECTION TITLE</u>	<u>PAGES</u>
00	<u>BIDDING & CONTRACT REQUIREMENTS</u>	
	00 01 15 List of Drawings	00 01 15-1
	00 03 00 Advertisement for Bid	00 03 00-1-02
	00 40 00 Instructions to Bidders	00 40 00-1-03
	00 41 00 Bid Form	00 41 00-1-06
	00 41 05 Minority/Female Business Participation Requirements	00 41 05-1-03
	00 42 00 Contract Form (A101)	00 42 00-1
	00 42 10 General Conditions (A201)	00 42 10-1
	00 42 15 Supplementary General Conditions (A201)	00 42 15-1-18
	00 43 00 Substance Abuse Prevention Program	00 43 00-1-02
	00 43 43 Prevailing Rate of Wages	00 43 43-1-07
01	<u>GENERAL REQUIREMENTS</u>	
	01 00 00 Contractor Qualification Evaluation Criteria	01 00 00-1-02
	01 10 00 Project Summary	01 10 00-1-03
	01 21 00 Allowances	01 21 00-1-02
	01 34 00 Submittals	01 34 00-1-07
	01 50 00 Temporary Facilities	01 50 00-1-04
	01 56 10 Construction Cleaning	01 56 10-1
	01 63 00 Substitutions & Product Options	01 63 00-1-02
	01 70 00 Contract Closeout	01 70 00-1-03
	01 71 00 Final Cleaning	01 71 00-1-02
	01 72 00 Project Record Documents	01 72 00-1-02
	01 73 00 Operating & Maintenance Data	01 73 00-1-05
	01 74 00 Warranties & Bonds (beyond one year)	01 74 00-1-02
02	<u>EXISTING CONDITIONS</u>	
	02 41 19 Selective Structure Demolition	02 41 19-1-04
06	<u>WOOD, PLASTICS, AND COMPOSITES</u>	
	06 40 23 Interior Architectural Woodwork	06 40 23-1-05
07	<u>THERMAL AND MOISTURE PROTECTION</u>	
	07 92 00 Joint Sealants	07 92 00-1-05
08	<u>DOORS & WINDOWS</u>	
	08 20 00 Wood Doors	08 20 00-1-03
	08 52 00 Aluminum Sash	08 52 00-1-02
	08 70 00 Finish Hardware	08 70 00-1-05
	08 80 00 Glass & Glazing	08 80 00-1-06
09	<u>FINISHES</u>	
	09 22 16 Non-Structural Metal Framing	09 22 16-1-03
	09 29 00 Gypsum Board	09 29 00-1-06
	09 30 00 Tiling	09 30 00-1-06
	09 51 13 Acoustical Panel Ceiling	09 51 13-1-07
	09 91 23 Interior Painting	09 91 23-1-05

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10		<u>SPECIALTIES</u>	
	10 21 13	Toilet Compartments	10 21 13-1-04
	10 80 00	Toilet Accessories	10 80 00-1-03
22		<u>PLUMBING</u>	
	22 05 00	Basic Plumbing Requirements	22 05 00-1-13
	22 05 05	Plumbing Demolition and Remodeling	22 05 05-1-03
	22 05 29	Plumbing Supports and Anchors	22 05 29-1-06
	22 05 53	Plumbing Identification	22 05 53-1-03
	22 07 19	Plumbing Piping Insulation	22 07 19-1-03
	22 10 00	Plumbing Piping	22 10 00-1-12
	22 40 00	Plumbing Fixtures	22 40 00-1-03
23		<u>HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)</u>	
	23 05 00	Basic HVAC Requirements	23 05 00-1-13
	23 05 05	HVAC Demolition for Remodeling	23 05 05-1-03
	23 05 13	Motors	23 05 13-1-03
	23 05 93	Testing, Adjusting and Balancing	23 05 93-1-06
	23 31 00	Ductwork	23 31 00-1-09
	23 33 00	Ductwork Accessories	23 33 00-1-02
	23 34 16	Centrifugal Fans	23 34 16-1-02
	23 37 00	Air Inlets and Outlets	23 37 00-1-04
	23 82 00	Terminal Heat Transfer Units	23 82 00-1-02
26		<u>ELECTRICAL</u>	
	26 05 00	Basic Electrical Requirements	26 05 00-1-16
	26 05 05	Electrical Demolition for Remodeling	26 05 05-1-04
	26 05 13	Wire and Cable	26 05 13-1-04
	26 05 33	Conduit and Boxes	26 05 33-1-12
	26 05 53	Electrical Identification	26 05 53-1-04
	26 27 26	Wiring Devices	26 27 26-1-04
	26 51 00	Lighting	26 51 00-1-06
28		<u>ELECTRONIC SAFETY AND SECURITY</u>	
	28 31 00	Fire Alarm and Detection Systems	28 31 00-1-06

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T1.1 Title Sheet

A1.1 First Floor Demolition, New Work, & Reflected Ceiling Plans, Elevations and Notes – Men 106

A1.2 First Floor Demolition, New Work & Reflected Ceiling Plans, Elevations and Notes – Women 106C

A1.3 Second Floor New Work & Reflected Ceiling Plans, Elevations and Notes – Women 207F

P1.0 Lower Level – Plumbing – Demolition & New Work

P1.1 Women 106C, Men 106, Women 207F – Plumbing Demolition & New Work

P1.2 Plumbing Details and Material List

M1.0 Lower Level – Mechanical – New Work

M1.1 Women 106C, Men 106, Women 207F – Mechanical Demolition & New Work

M1.2 Mechanical Details & Schedules

E0.0 Electrical Cover Sheet

E1.1 First and Second Floor Plan - Electrical

All drawings dated October 30, 2013.

Additions and Deletions Report for AIA[®] Document A101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 12th day of December in the year 2013

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Kankakee County Board
189 E. Court St.
Kankakee, Illinois 60901

...

Ruben E. Smith Const. and R&R, Inc.
422 N. Kennedy Drive
Bradley, Illinois 60915

...

Bathroom Remodeling
Kankakee County Courthouse
450 E. Court St., Kankakee, Illinois 60901

...

JH2B Architects, Inc.
187 S.Schuyler Ave., Suite 110
Kankakee, Illinois 60901

PAGE 2

December 20, 2013

...

N/A

...

As soon as possible

Portion of Work

Substantial Completion Date

PAGE 3

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...

N/A

...

N/A

...

Contingency Allowance \$15,000

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than ~~the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.~~ thirty days thereafter.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
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...

Until the work is fifty percent (50%) complete, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At the time the work is fifty percent (50%) complete and thereafter, if the manner of completion of the work is and remains satisfactory to the Architect and in absence of other good and sufficient reasons, he shall (upon presentation by the Contractor of "Consent of Surety to Reduction in or Partial Release of Retainage", AIA Document G707A, 1994 Edition), authorize the retainage to be reduced to 5% of the total amount of work completed to date.

PAGE 5

N/A

...

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

...

N/A %

...

Brian Gadbois
Kankakee County Maintenance Supervisor
189 E. Court St.
Kankakee, Illinois 60901

...

Ron Kinsinger
Ruben E. Smith Const. and R&R, Inc.
422 N. Kennedy Drive
Bradley, Illinois 60915

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A201 Supplementary General Conditions 2007 18

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See attached sheet 9.1.4.

...

See attached sheet 9.1.5.

...

1 November 14, 2013 1 + Section 00 41 05 + ESK-1, ESK-2, ESK-3 & ESK-4

...

N/A

PAGE 7

General Construction change order mark-up/overhead and profit shall be 14% for all Change Order Work. General Contractor's mark-up/overhead and profit for subcontractor's work shall be 9% for all Change Order Work. The Subcontractor's mark-up/overhead and profit shall be 15% for all Change Order Work.

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Certificate of Insurance \$2,000,000 General Liability/\$2,000,000 Umbrella Liability
Performance & Payment Bonds Full Amount of Contract (\$191,535.00)

...

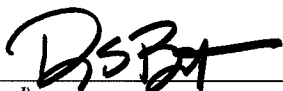
Mike Bossert, Chairman, Kankakee Co. Board Ruben E. Smith, President



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Douglas S. Bright, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:33:04 on 12/12/2013 under Order No. 2781395803_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

December 12, 2013

(Dated)

