

# AIA® Document A105® – 2017

## Standard Short Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the November day of 27 in the year 2023  
(In words, indicate day, month and year.)

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

Wheaton Park District  
102 E. Wesley Street  
Wheaton, IL 60187

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

AquaJoy Spa and Pool  
~~330 Division Dr., Suite N~~ **PO Box 594**  
~~Sugar Grove, IL 60554~~ **Geneva, IL 60134**

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

Central Athletic Complex Spa Pump and Related Equipment Replacement  
500 S. Naperville Road  
Wheaton, IL 60187

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

WT Goup  
2675 Pratum Avenue  
Hoffman Estates, IL 60192

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.

Init.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

#### Drawings:

##### Number

1-3

##### Title

Wheaton Park District  
Community Center – Men’s  
and Women’s Spa Filtration  
System

##### Date

#### Specifications:

##### Section

##### Title

##### Pages

- .3 addenda prepared by the Architect as follows:

Init.

/

Number

Date

Pages

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

Illinois Department of Public Health permit dated December 16, 2022

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

### § 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

*(Insert the date of commencement if other than the date of this Agreement.)*

December 17, 2023

### § 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

☐ Not later than ( ) calendar days from the date of commencement.

☒ By the following date: December 16, 2023 or to coincide with the completion date of a permit extension if granted.

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

forty thousand one hundred fourteen dollars and thirty cents (\$ 40,114.30 )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work

Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

*(Identify the 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.)*

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

*(Identify each allowance.)*

Item

Price

§ 3.5 Unit prices, if any, are as follows:

Init.

AIA Document A105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:28:15 ET on 11/30/2023 under Order No. 4104241272 which expires on 04/02/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(2020567109)

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Owner shall pay fifty percent (50%), or twenty thousand fifty-seven dollars and fifteen cents (\$20,057.15) upon full execution of this agreement. The remainder shall be due upon completion of the work, subject to Article 12. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest according to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

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

%

#### ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1: see insurance exhibit attached hereto as Exhibit 3.

(Paragraphs deleted)

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
----------	--------

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor may obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

#### ARTICLE 6 GENERAL PROVISIONS

##### § 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

Init.

/

## **§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

## **§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

## **§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

## **§ 6.5 Electronic Notice**

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

# **ARTICLE 7 OWNER**

## **§ 7.1 Information and Services Required of the Owner**

*(Paragraph deleted)*

### **§ 7.1.1.**

**§ 7.1.2** Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

### **§ 7.1.3**

## **§ 7.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

## **§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

## **§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

## **ARTICLE 8 CONTRACTOR**

### **§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 8.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

### **§ 8.2 Contractor's Construction Schedule**

If not previously provided, the Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

### **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work, if any. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

### **§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Such costs are included in the Contract Sum.

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### **§ 8.5 Warranty**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

### **§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed. Owner is a tax exempt entity and will provide proof of its tax exempt status upon request of the Contractor.

### **§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

#### **§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

#### **§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

#### **§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### **§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

#### **§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use therefrom, but only to the extent arising out of the acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Contractor shall similarly and to the fullest extent permitted by law protect, defend, indemnify and hold harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees and costs, incurred by reason of Contractor's breach of any of its obligations under this Contract, or Contractor's default under this Contract.

Contractor's obligations under this Section shall survive the termination of the Contract.

### **ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**§ 9.3** The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**§ 9.4** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

**§ 9.5** The Architect has authority to reject Work that does not conform to the Contract Documents.

**§ 9.6** The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 9.7** On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

Init.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

#### **ARTICLE 10 CHANGES IN THE WORK**

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus overhead and profit of ten percent (10%).

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

#### **ARTICLE 11 TIME**

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

#### **ARTICLE 12 PAYMENTS AND COMPLETION**

##### **§ 12.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

##### **§ 12.2 Applications for Payment**

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, Contractor, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.



### **§ 12.3 Certificates for Payment**

The Architect will, within fourteen days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such fourteen day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

### **§ 12.4 Progress Payments**

**§ 12.4.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

**§ 12.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### **§ 12.5 Substantial Completion**

**§ 12.5.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 12.5.2** When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

### **§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

**§ 12.6.3** Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

Init.

## **ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§ 14.2** In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

**§ 14.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## **ARTICLE 15 MISCELLANEOUS PROVISIONS**

### **§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### **§ 15.2 Tests and Inspections**

**§ 15.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 15.2.2** If the Architect requires additional testing, the Contractor shall perform those tests.

**§ 15.2.3** The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### **§ 15.3 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

## **ARTICLE 16 TERMINATION OF THE CONTRACT**

### **§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### **§ 16.2 Termination by the Owner for Cause**

**§ 16.2.1** The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

**§ 16.2.2** When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

Init.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

§17.1 Notwithstanding any other provision of this Agreement, if either party is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract or to seek a declaration of rights under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and expenses and costs incurred (including but not limited to expert fees, transcription fees, deposition costs, copying and other costs) pertaining thereto including those fees and costs related to any appeal.

§17.2 This Project is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination, and any subsequent determinations issued by the Illinois Department of Labor. These revisions may be accessed by computer at

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/PrevailingWageRates.aspx>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. All certified payroll documents for this project shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at:

All bonds provided by the Contractor and its subcontractors shall include a provision guaranteeing performance of the prevailing wage clause contained in the Contract. Notwithstanding anything else in this Agreement to the contrary, the Owner's obligation to make payment to Contractor shall be expressly contingent upon Contractor's timely submission of certified payrolls as required by the Prevailing Wage Act on forms promulgated by the Illinois Department of Labor. The Contractor shall insert into each subcontract a requirement that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the project and a requirement that each subcontractor insert a comparable requirement into each lower tiered subcontract.

§17.3 If any section, paragraph, clause phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

§17.4 This Contract shall be governed by the internal laws of the State of Illinois both as to interpretation and enforcement. In the event either party initiates litigation regarding or under this Contract, the only proper jurisdiction and venue shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois and the parties to this Contract hereby waive any challenge to same.

§17.5 This Contract contains the entire agreement between the parties. There are no covenants, promises, conditions, or understandings, either oral or written, other than those contained herein or those that may be added by amendment.

§17.6 The Contractor shall provide a drug free workplace as provided for in Public Act 86-1459.

Init.



§17.7 If the Park District fails to appropriate funds to enable continued payment of multi-year contracts/purchase orders, the Park District may cancel, without termination charges, by giving Contractor at least thirty (30) days prior written notice of termination.

§17.8 The Contractor, its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

§17.9 Contractor warrants and represents that it has not violated, and will not violate, any provisions of the Illinois State Officials and Employees Ethics Act in responding to the solicitation for bids for the Contract.

§17.10 The Park District does not pay Federal Excise Tax or Illinois Sales Tax.

§17.11 The terms and conditions of this Contract shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

§17.12 The individual signing this Contract on behalf of Contractor represents and warrants that he has the authority to execute this Contract.

§17.13 In the event of any conflict between this Agreement and the Contractor's Proposal attached hereto as Exhibit 1, this Agreement shall control.

**§17.14 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.


**§17.14 Exhibits**

The following exhibits are attached hereto and incorporated as part of the Contract Documents as if fully set forth herein:

1. Contractor's Proposal dated November 7, 2023 as amended by Owner.
2. Illinois Department of Public Health permit letter dated December 16, 2022.
3. Insurance requirements exhibit.

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)


  
OWNER (Signature)

Michael Benard Executive Director  
(Printed name and title)

  
CONTRACTOR (Signature)

~~Bill Durrenberger~~ President  
(Printed name and title)

LICENSE NO.:  
JURISDICTION:

  
Karen Limbrick

Init.

## Additions and Deletions Report for AIA® Document A105® – 2017

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.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:28:15 ET on 11/30/2023.

### PAGE 1

AGREEMENT made as of the November day of 27 in the year 2023

...

Wheaton Park District  
102 E. Wesley Street  
Wheaton, IL 60187

...

AquaJoy Spa and Pool  
~~330 Division Dr., Suite N~~  
~~Sugar Grove, IL 60554~~

PO BOX 594  
Geneva, IL 60134

...

Central Athletic Complex Spa Pump and Related Equipment Replacement  
500 S. Naperville Road  
Wheaton, IL 60187

...

WT Goup  
2675 Pratum Avenue  
Hoffman Estates, IL 60192  
PAGE 2

1-3

Wheaton Park District  
Community Center – Men’s  
and Women’s Spa Filtration  
System

### PAGE 3

Illinois Department of Public Health permit dated December 16, 2022

...

December 11, 2023

...

[ ☒ ] By the following date: December 16, 2023 or to coincide with the completion date of a permit

Additions and Deletions Report for AIA Document A105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:28:15 ET on 11/30/2023 under Order No. 4104241272 which expires on 04/02/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.  
User Notes:

(2020567109)

extension if granted.

...

forty thousand one hundred fourteen dollars and thirty cents (\$ 40,114.30 )

**PAGE 4**

Owner shall pay fifty percent (50%), or twenty thousand fifty-seven dollars and fifteen cents (\$20,057.15) upon full execution of this agreement. The remainder shall be due upon completion of the work, subject to Article 12. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project according to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

...

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1: see insurance exhibit attached hereto as Exhibit 3.

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

...

§ 5.3 The Contractor shall may obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

**PAGE 5**

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.1.

~~§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.~~

PAGE 6

~~The If not previously provided, the Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.~~

...

~~§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. Work, if any. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.~~

...

~~§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Such costs are included in the Contract Sum.~~

...

~~The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed. Owner is a tax exempt entity and will provide proof of its tax exempt status upon request of the Contractor.~~

PAGE 7

~~To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, fees and costs, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), itself including loss of use therefrom, but only to the extent caused by the negligent arising out of the acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Contractor shall similarly and to the fullest extent permitted by law protect, defend, indemnify and hold harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees and costs, incurred by reason of Contractor's breach of any of its obligations under this Contract, or Contractor's default under this Contract.~~

~~Contractor's obligations under this Section shall survive the termination of the Contract.~~

PAGE 8

~~§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit. overhead and profit of ten percent (10%).~~

...

~~§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, Contractor, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may~~



similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

PAGE 9

The Architect will, within ~~seven~~fourteen days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such ~~seven~~fourteen day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

PAGE 10

1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;

3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

PAGE 11

§17.1 Notwithstanding any other provision of this Agreement, if either party is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract or to seek a declaration of rights under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and expenses and costs incurred (including but not limited to expert fees, transcription fees, deposition costs, copying and other costs) pertaining thereto including those fees and costs related to any appeal.

§17.2 This Project is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 150/0.01 et seq.), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination, and any subsequent determinations issued by the Illinois Department of Labor. These revisions may be accessed by computer at

<https://www2.illinois.gov/idol/Laws-Rules/ONMLED/Pacts/prevailing-wage-rates.aspx>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. All certified payroll documents for this project shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at:

All bonds provided by the Contractor and its subcontractors shall include a provision guarantying performance of the prevailing wage clause contained in the Contract. Notwithstanding anything else in this Agreement to the contrary, the Owner's obligation to make payment to Contractor shall be expressly contingent upon Contractor's timely submission of certified payrolls as required by the Prevailing Wage Act on forms promulgated by the Illinois Department of Labor. The Contractor shall insert into each subcontract a requirement that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the project and a requirement that each subcontractor insert a comparable requirement into each lower tiered subcontract.

§17.3 If any section, paragraph, clause phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.



§17.4 This Contract shall be governed by the internal laws of the State of Illinois both as to interpretation and enforcement. In the event either party initiates litigation regarding or under this Contract, the only proper jurisdiction and venue shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois and the parties to this Contract hereby waive any challenge to same.

§17.5 This Contract contains the entire agreement between the parties. There are no covenants, promises, conditions, or understandings, either oral or written, other than those contained herein or those that may be added by amendment.

§17.6 The Contractor shall provide a drug free workplace as provided for in Public Act 86-1459.

§17.7 If the Park District fails to appropriate funds to enable continued payment of multi year contracts/purchase orders, the Park District may cancel, without termination charges, by giving Contractor at least thirty (30) days prior written notice of termination.

§17.8 The Contractor, its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

§17.9 Contractor warrants and represents that it has not violated, and will not violate, any provisions of the Illinois State Officials and Employees Ethics Act in responding to the solicitation for bids for the Contract.

§17.10 The Park District does not pay Federal Excise Tax or Illinois Sales Tax.

§17.11 The terms and conditions of this Contract shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assign.

§17.12 The individual signing this Contract on behalf of Contractor represents and warrants that he has the authority to execute this Contract.

§17.13 In the event of any conflict between this Agreement and the Contractor's Proposal attached hereto as Exhibit 1, this Agreement shall control.

#### §17.14 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### §17.14 Exhibits

The following exhibits are attached hereto and incorporated as part of the Contract Documents as if fully set forth herein:

1. Contractor's Proposal dated November 7, 2023 as amended by Owner.
2. Illinois Department of Public Health permit letter dated December 16, 2022.
3. Insurance requirements exhibit.

PAGE 12

\_\_\_\_\_  
Michael Benard Executive Director

\_\_\_\_\_  
Bill Durrenberger President

**Certification of Document's Authenticity**  
**AIA® Document D401™ – 2003**

I, Brian J. Armstrong, 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 13:28:15 ET on 11/30/2023 under Order No. 4104241272 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

Brian J. Armstrong  
(Signed)

Attorney  
(Title)

November 30, 2023  
(Dated)



# AQUAJoy SPA AND POOL

**Date:** 2023-11-07  
**Submitted to:** Mark Wagner

**Proposal #** 230275

**Name:** Wheaton Park District  
**Street:** 1777 S. Blanchard  
**City:** Wheaton

**Phone:** (630) 768-2406  
**Email :** Mwagner@wheatonpark.org  
**State** IL **Zip:** 60187

**AQUAJoy Spa And Pool Inc. hereby proposes to furnish the materials and labor necessary for the completion of the following repair,** renovate the spa pump room per IDPH permit and drawings.

**Scope:** Remove existing spa equipment (except heaters). Existing plumbing lines to the spas remain. Install, per spa, one new circulation pump with a filter to be connected with a new pipe to the existing heater and lines. Install, per spa, new jet pumps connected to existing lines. New plumbing will have all needed valves, flow meters, and gauges as per the drawing. Install new WiFi chemical controllers and program. Wi-Fi will need to be set up by Park District IT personnel.

Replace spa drains and covers, as per drawing.

Upon completion call for inspection by IDPH. Estimated project timing: Day one and two remove all the old equipment and pipe. Day three lay out new equipment and begin plumbing. Day four/ five complete plumbing and install new chemical controllers. Day six call for an inspection set up spas, and begin operations. Check for leaks and meet an IT person for Wi-Fi hook-up.

**Please Note:**

Pricing is based on current material cost. The daily breakdown is an estimate for your benefit as the spas will be down. Idph will set the inspection date. 1-3 weeks to order all materials once the deposit has been received.

**This Proposal is void after:** 2023-12-01

**All material is guaranteed to be as specified, and the labor to be performed in accordance with the specifications submitted for the above work and completed in a substantial workman like manner for the sum of \$ 40114.30**

<b>Payments to be as follows, Deposit of \$ 20057.15</b>	<b>upon completion of</b>
<b>N/A</b>	<b>a payment of \$0.00</b>
<b>. Upon completion of the contract a payment of \$ 20057.15 is due.</b>	

**Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).**

**Respectfully submitted:**



**President AquaJoy Spa And Pool**

**Acceptance of the proposal**

**We the undersigned accept and understand the terms and conditions of this proposal as a binding contract. AquaJoy Spa and Pool Inc is hereby authorized to do the work as specified. Payment will be as outlined above. Please Sign and mail or email this page and the attached legal agreement to us.**

**Date**

**Signature**



# AQUAJoy SPA AND POOL

**Date :** 2023-11-07

**Proposal** 230239

**Name :** Wheaton Park District

**Phon**

**Address:** 1777 S. Blanchard

**Cell**

**City** Wheaton

**IL,** 60187

**Emai** Mwagner@wheatonparks.org

**AquaJoy Spa And Pool Proposal/Contract break down:**

Renovate Park District women's and men's spa pump room. Install new equipment and add WIFI chemical controllers. Install new VGB drains in both Spas. Work to be done per IDPH permit.

**OTHER PROVISIONS:** We reserve the right to rebid the contract if it is not executed by 12/31/2023

In the event of any conflict between this proposal and AIA A10-2017 Standard Short Form of Agreement Between Owner and Contractor, the latter shall control.

The contractor agrees that all materials used on completing the installation shall be of good quality, new, and that all work will be done in a good workmanlike manner. Buyer agrees that they shall look solely to the manufacture's guarantee regarding failure of materials (but not installation thereof).

The parties further agree that the contractor's warranty shall not be available to the buyer unless the buyer in full has paid the entire amount of the contract including extras. Electrical, natural or propane gas, and sheet metal flue venting work shipping and sales tax are not included in this proposal unless specifically set forth in the scope of work.

Buyer agrees to provide reasonable access to the job site for all personnel and equipment as well as for the storage of any material or supplies necessary to complete the contract. Buyer also agrees that all of the sellers insurance is sufficient to complete the work. If the buyer requires extra insurance, the buyer will pay the seller the cost of securing the extra insurance. Electrical, shipping, and sales tax are not included unless otherwise specified.

Date

**Please feel free to call or Email us with any and all questions. Please remember weather is always a factor and may delay certain parts of the above work. Any changes must be done in writing by both parties.**

Signature

ASAP2019

Title

**Phone 630.774.4515 Email AquaJoy@Aol.com Fax 888.510.8298**

**PO BOX 636 Sugar Grove IL 60554**



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • [www.dph.illinois.gov](http://www.dph.illinois.gov)

December 16, 2022

DuPage County/Wheaton  
Rice Pool and Water park  
Proposed Indoor: Filtration System  
Facility ID# 133-29121  
Permit# 307-2022

WHEATON PARK DISTRICT  
102 EAST WESLEY STREET  
WHEATON, IL 60187

Applicant:

Permission is hereby granted to install the filtration equipment at the Rice Pool and Water Park in Wheaton, Illinois, in accordance with the plans and specifications submitted by WT Group. The approved changes are to be constructed by the prequalified contractor listed on the permit application which is Aquajoy Spa and Pool. The Department reserves the right to assess resubmittal fees for any requested modifications to this permit.

This approval is issued with the following general conditions:

1. This authority is granted in accordance with the Swimming Facility Act (210 ILCS 125/1 et seq.) and subject to the provisions thereof.
2. The Illinois Department of Public Health or any persons duly authorized by it may, at any time during the progress of the construction of the swimming pool, or any part thereof under authority hereof, have the right and authority to inspect such pool during the progress thereof, and such Department or its duly authorized agent shall have the authority at any and all times after the construction/ installation/ development of such pool to inspect the same or the operation there.
3. This approval is granted with the understanding that the facilities covered by this permit conform to all local regulations and ordinances.
4. The electrical system for the swimming pool facility must comply with the National Electrical Code.

5. This project shall comply with the Illinois Plumbing Code.
6. This project may be subject to the Illinois Environmental Barriers Act and the Illinois Accessibility Code. Information regarding these requirements may be obtained by contacting the Illinois Capital Development Board, Division of Technical Services at 217/782-8529.
7. This permit is valid for one year for date of issue.

After the construction has been completed, the owner and contractor should arrange for a code compliance inspection of the facility by contacting Barb O'Meara of this Department's West Chicago Office at (630) 293-6846 or by email [Barbara.omeara@illinois.gov](mailto:Barbara.omeara@illinois.gov). The findings of this inspection will determine if a swimming pool operating license will be issued for this facility.

The swimming pool may not be operated until a license has been issued. Questions regarding this matter should be addressed to me at 217/782-2473 (for the hearing impaired only TTY# 800/547-0466).

Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan Rebbe', with a large, stylized initial 'R'.

Ryan Rebbe  
Environmental Engineer

cc: WT Group

West Chicago Regional Office

1. **INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall obtain insurance of the types and in the amounts listed below.

**A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its elected and appointed officials, employees, agents and volunteers shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

**B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**C. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**D. Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

**E. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Project site until such certificates or other evidence that



insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

## **2. Acceptability of Insurers**

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

## **3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

## **4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

## **5. Subcontractors**

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

## **2. INDEMNIFICATION**

The Contractor shall indemnify the Owner and others as required in Section 3.18 of AIA A201-2017, General Conditions of the Contract.

