

## OWNER / CONTRACTOR AGREEMENT

This Agreement (the "Agreement") is made as of June \_\_\_\_, 2025, by and between The Board of Education of Rantoul City Schools District #37, 1 Aviation Center Drive, Rantoul, Illinois, 61866 ("Owner") and Davis-Houk Mechanical, 1801 East University Avenue, Urbana, Illinois, 61802 ("Contractor", and together with the Owner, the "Parties").

### **RECITALS**

Owner and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain duties in strict accordance with the following terms and conditions (collectively the "Work"), and, subject to the terms and conditions of this Agreement. The Owner shall pay for such performance of the Work. In consideration of these recitals, and the terms and conditions of this Agreement, and intending to be legally bound, the Parties agree as follows:

1. **Scope of Project.** Contractor shall perform all Work required for scoping existing plumbing under slab drains and generate updated prints for JW Eater Junior High School (the "Project"). Contractor shall perform all Work and other duties in strict accordance with the "Contract Documents," which consist of this Agreement and the Proposal attached to this Agreement as Exhibit A.

2. **Contractor's Performance.** Contractor shall perform all Work utilizing the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all Work in the most expeditious manner consistent with the interests of Owner. Contractor shall promptly notify Owner immediately in writing: (i) of any information required from Owner and necessary for Contractor to complete its Work in a timely manner; and (ii) of any Work required by Owner that is not included in the scope of Work provided in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all Work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the Work of its employees and its subcontractors' and suppliers' employees.

3. **Schedule.** Contractor shall cause all Work required by the Contract Documents to be substantially completed by August 3, 2025 ("Substantial Completion"). "Substantial Completion" means that the Owner can occupy and fully utilize the Project for its intended use, and that all warranties, manuals, instructions, certifications, reports, record or as-built drawings, and any other document required by the Contract Documents have been properly submitted to and accepted by the Owner; and that the only remaining Work is minor cosmetic work that does not interfere with the Owner's operations (the "Punch List Work"). The Contractor shall complete the Punch List Work within ten (10) days after the date of Substantial Completion.

4. **Materials.** All materials incorporated into the Work shall be new and of high quality. Contractor shall follow all manufacturer's instructions and recommendations. If requested by Owner or otherwise required by the Contract Documents, Contractor shall, before purchase of such material, submit to Owner for Owner's review, and in a format acceptable to Owner, all product data, literature, and shop drawings.

5. **Differing Site Conditions.** If Contractor uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents or differing from conditions reasonably anticipated or inherent in the Work, Contractor shall immediately stop the Work and notify the Owner of the condition in writing. The Owner shall then issue directions. The

contract time and contract price shall be equitably adjusted if necessitated by such directions of the Owner. However, prompt written notice by the Contractor of the condition, followed by directions from the Owner, shall be conditions precedent to such adjustments.

6. **Contractor's Compensation.** Owner shall pay Contractor the sum of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$20,000.00) for Work properly performed under this Agreement. Should conditions arise which Contractor believes warrant a change in the compensation due to Contractor, Contractor shall notify Owner of such conditions in writing for approval of additional compensation. Contractor shall not be entitled to any additional compensation unless previously approved by Owner in writing.

7. **Payments to the Contractor.** On a monthly basis during the progression of the Work, Contractor shall by the fifth day of each month, or by such other day as the Owner may specify, submit monthly payment applications to the Owner reflecting on an itemized percentage basis of the Contract Sum the value of all Work completed in the previous month. Owner shall pay properly submitted pay applications within thirty (30) days after receipt. Such payments shall be made as a percentage of the Contract Sum which is equal to the percentage of completion of the Work, less retention of ten percent (10%), which retention shall be held by Owner until final completion of the Project, including the completion of all Punch List Work. Each pay application shall be accompanied by proof that certified payroll in have been submitted to the Illinois Department of Labor in accordance with Section 5 of the Prevailing Wage Act, 820 ILCS 130/5, et seq., and with all lien waivers covering all lien rights, including lien rights related to the then-current pay period, and including all lien rights arising from payments previously made by Owner. Owner may elect to receive from Contractor trailing lien waivers from Contractor's subcontractors.

8. **Defective Work and Guarantee.** All Work shall be of high quality and free of defect. Contractor shall promptly correct any defective Work. Payment by Owner for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work. Contractor hereby warrants that all Work is and shall remain free from defect for one year following Substantial Completion, and upon notice by the Owner, Contractor shall promptly correct such defects appearing within said one-year period. This warranty is in addition to any warranties that may be required by the Contract Documents and by law, and this warranty does not abrogate or nullify any breach of contract claim or other causes of action Owner may have against Contractor.

9. **Termination.** Owner may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. If this Agreement is terminated by the Owner for cause, including but not limited to the Contractor's breach of any provision of this Agreement, Owner shall have no further obligation to make payments to Contractor for Work completed, and Contractor shall be liable to the Owner for any increase in cost incurred by the Owner in completing the Work. If this Agreement is terminated by Owner for convenience, Contractor shall be paid for Work properly completed prior to termination, but shall not be entitled to any other compensation from Owner. Regardless of whether Owner exercises its right of termination, Contractor hereby waives any and all claims for lost profits, and for any other consequential or incidental damages.

10. **Prevailing Wage Act.** Contractor shall pay prevailing wages for the Work as determined by the Illinois Department of Labor, and shall make, keep and file with the Illinois Department of Labor certified payroll, and shall comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Certified payroll records shall be submitted to the Illinois Department of Labor as required by the Act.

11. **Indemnification.** Contractor shall indemnify, defend, and hold harmless Owner, its Board members individually, administrators, employees, agents, representatives, and volunteers from any and all claims, demands, causes of action, losses, liens, claims of lien, liabilities, penalties, and damages, including reasonable attorneys' fees and court costs, to the extent arising from any negligent act or omission of Contractor, its employees, or its subcontractors, suppliers, and their employees, and to the extent arising from any breach of this Agreement by Contractor. The obligations contained in this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under the Workers' Compensation Act, or under other workers compensation laws, disability benefit acts, or other employee benefit acts.

12. **Insurance.** Contractor shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and shall cause Owner, its board of education, board members individually, administrators, employees, agents, representatives, volunteers, insurers, and attorneys, to be named as additional insureds on these policies by endorsement. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to Owner. The commercial general liability policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this agreement. Each such policy shall include by endorsement a requirement of at least 30 days written notice to Owner prior to any termination, cancellation or material amendment to that policy. Upon execution of this agreement and on an annual basis thereafter during the term of this agreement or any extension thereof, Contractor shall furnish to Owner certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

<b><u>Type</u></b>	<b><u>Limits</u></b>
Commercial General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000
Automobile Liability:	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Umbrella / Excess:	\$2,000,000 aggregate

13. **Liens.** If any liens or claims of lien are placed on the Project or the funds designated for the Project, and such liens or claims of lien are due to Contractor's breach of this Agreement or other circumstances or events under Contractor's control, Contractor shall indemnify Owner for all costs, expenses, and attorneys' fees incurred in the resolution of such lien, and Owner shall have the right to withhold from payments due to the Contractor an amount sufficient to satisfy such lien or claim of lien, along with an amount sufficient to cover attorneys' fees and other administrative costs that have been or may be incurred by Owner in connection with the resolution of such lien or claim of lien.

14. **Successors and Assigns.** Contractor shall not assign any rights or delegate or subcontract any duties under this Agreement without the prior written consent of the Owner, and any attempted assignment, delegation or subcontracting without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. **Controlling Law and Interpretation.** This Agreement is to be governed by the laws of the State of Illinois, without regard to conflict of law principles. Each Party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

16. **Entire Agreement; Conflict.** This Agreement and the Contract Documents represent the entire agreement between Contractor and Owner with respect to this Project, and supersede all prior representations, negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by Owner and Contractor. In the event of a conflict between this Agreement and the Contract Documents, this Agreement shall control.

**The Board of Education of Rantoul City    Davis-Houk Mechanical  
Schools District #37**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_



## PROPOSAL

<b>Prepared For:</b>	Broeren-Russo	<b>By:</b>	Scott Shobe
<b>Date:</b>	Friday, March 21, 2025		
<b>Project:</b>	Rantoul School District #137		
<b>Scope:</b>	Plumbing		

### Plumbing Scope

- Scope Existing plumbing under slab drains and generate updated prints.

Broadmeadow Elementary School Total: \$17,000

Pleasant Acres Elementary School Total: \$17,000

Eastlawn Elementary School Total: \$17,000

Northview Elementary School Total: \$17,000

JW Easter Jr. High School Total: \$20,000

\*Due to the volatility of current market conditions and tariffs, stable pricing for materials and equipment is out of our control.

### Exclusions not specified above:

1. Overtime
2. Other Scopes: Electrical / Fire Protection / Plumbing
3. Additional coverage not included in our standard COI
4. Any/all roof work including penetrations, patching, insulation, and flashing
5. Ceiling removal/replacement
6. Cutting & patching
7. Painting
8. Wall openings
9. Concrete pads
10. Structural framing/supports
11. P&P Bonds
12. Permits
13. Sales Tax
14. Temporary HVAC

### AGREEMENT AND ACCEPTANCE

Payment to be made as follows: As work is in progress and within 20 days of our invoice. All material is guaranteed to be specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above our estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workers' compensation insurance. Davis-Houk reserves the right to withdraw this proposal if it is not accepted within 30 days of the date above.

Authorized by

A handwritten signature in black ink, appearing to read "Scott Shobe", is written over a horizontal line.

ACCEPTANCE OF PROPOSAL – the above prices, specifications and conditions are satisfactory and are hereby accepted. DHM is authorized to proceed with the work as specified. Payment will be made as outlined above.

Accepted By

Signature

Date

Signature

Date