

OBLIG

**RECEIVED**

**Residential Alternatives of Illinois, Inc.  
285 South Farnham Street  
Galesburg, IL 61401**

NOV 13 2018

**HEALTH FACILITIES &  
SERVICES REVIEW BOARD**

November 9, 2018

Ms. Courtney R. Avery  
Division of Health Policy and Finance  
State of Illinois  
Department of Public Health  
525 West Jefferson Street  
Springfield, IL 62761

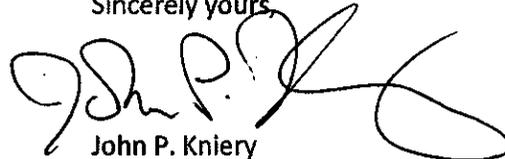
RE: Notice of Obligation, Certificate of Need Project #17-035  
Manor Court of Rochelle

Dear Ms. Avery:

We are writing to advise your office of the Financial Commitment of the above-referenced project. A contract for the construction of the project was signed October 1, 2018. We have enclosed copies of pertinent pages of the contract.

If you have any questions or need any additional information regarding the Financial Commitment of this project, please feel free to contact me.

Sincerely yours,



John P. Kniery  
President of the Board of Directors

JPK:vc  
Enclosure

# AIA<sup>®</sup> Document A104<sup>™</sup> – 2017

## **Standard Abbreviated Form of Agreement Between Owner and Contractor**

AGREEMENT made as of the First day of October in the year Two Thousand Eighteen  
(In words, indicate day, month and year.)

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

Residential Alternatives of IL, Inc.  
285 S. Farnham Street  
Galesburg, IL 614101  
Telephone Number: 309.343.1550

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

RFMS, Inc.  
285 S. Farnham Street  
Galesburg, IL 61401  
Telephone Number: 309.343.2177  
Fax Number: 309.343.6318

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

Rochelle Nursing Home  
Rochelle, IL  
92 Bed Skilled facility

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

Bessolo Design Group, Inc.  
7901 4<sup>th</sup> Street, North, Suite 200  
St. Petersburg, FL 33702  
Phone. 727.894.4453

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.

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stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

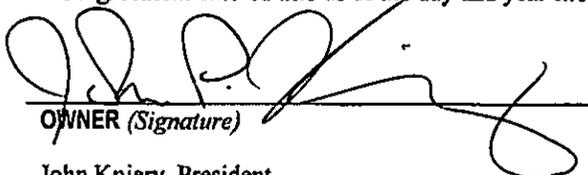
**§ 21.11 Waiver of Claims for Consequential Damages**

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 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

  
OWNER (Signature)  
John Knieri, President  
(Printed name and title)

  
CONTRACTOR (Signature)  
M. Ken Phillips Construction Coordinator  
(Printed name and title)