

**RIDER TO THE STANDARD FORM OF AGREEMENT BETWEEN THE
BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF ORLAND PARK (THE
"OWNER") AND MALCOR ROOFING OF ILLINOIS, INC. (THE "CONTRACTOR"),
AIA DOCUMENT A101-2017 EDITION, DATED APRIL 17, 2023**

The following provisions, notwithstanding any provisions to the contrary, amend and replace the provisions that appear in the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-2017 Edition (hereinafter referred to as the "Agreement") between the OWNER and the CONTRACTOR and any provisions in the sections as numbered below which are in conflict with or inconsistent with any of the same provisions in said Agreement shall be void to the extent of such conflict or inconsistency. Where any provisions of the Agreement are modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect.

1. In Article 1, add this "Rider", the Contractor's bid and all certifications required by Owner as "Contract Documents."

2. On page 3, in Subsection 4.3, the last sentence is revised to provide as follows: "Allowances to be utilized ONLY at the direction of the Construction Manager AND Owner."

3. On page 4, delete Subsection 5.1.3 in its entirety and substitute the following: "After the Contractor provides to the Architect the Application for Payment, the Architect shall forward said Application for payment to the Owner for Payment, however, said Applications for Payment shall only be forwarded by the Architect to the Owner after the Owner has inspected and approved the work. Thereafter, payment shall be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)."

4. On page 4, in Subsection 5.1.4 in the fourth sentence, add "Owner or" before the word "Architect."

5. On Page 5, in Subsection 5.2.2, in the first line, after the word "after", insert the phrase "approval of the Owner," in the first line, delete the phrase "the issuance", in the second line after the word "Payment," add the following: "pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)" and delete the phrase "or as follows:"

6. On page 7, add the following to Subsection 8.7, "Other provisions:"

§8.7 Notwithstanding anything to the contrary in the Agreement Documents, Owner is not required to pay taxes as it is a public entity.

§8.8 Contractor hereby certifies that it is eligible to enter into public contracts and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33 E-3 or 33 E-4 of the Illinois Criminal

Code, or of any similar offense of “bid rigging” or “bid rotating” of any state of the United States.

§8.9 Contractor hereby certified that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A)(4).

§8.10 During the performance of this Agreement, Contractor agrees to comply with the Illinois Human Rights Act, 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

§8.11 In the manner and to the extent required by law, Contractor will comply with the Illinois Prevailing Wage Act and all laws governing the payment of wages to laborers, workers and mechanics of Contractor or any subcontractor of Contractor who shall be bound this Contract and who is providing services covered by this Contract. IT IS STIPULATED THAT THE PREVAILING RATE OF WAGES ARE REVISED BY THE DEPARTMENT OF LABOR AND ARE AVAILABLE ON THE DEPARTMENT’S OFFICIAL WEBSITE.

§8.12 Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not:

- i. It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- ii. It has entered into any agreement with the Department of Revenue for payment of all taxes dues and is currently in compliance with that agreement.

§8.13 Any change order or series of change orders that increase or decrease the contract value by \$10,000 or more, or that increases or decreases the contract duration by 30 days or more must be accompanied by a written request from Contractor justifying the additional cost or change in schedule. Within an agreed upon period of time, the Owner will provide a response to Change Order or Time request by providing a written determination that the change requested was not reasonably foreseeable at the time the Agreement was signed, the change is germane to the Agreement or the change is in the best interest of the Owner. Any change increasing the original Agreement value by fifty percent (50%) or more must be re-bid by the Owner.”

“§ 8.14 Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the Owner, its officials (whether elected or appointed), Board of Trustees members, employees, volunteers, insurers, directors, agents, officers, representatives, or successors harmless from and against any third party claims, losses, demands, liabilities, penalties, liens,

encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages, known or unknown, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the work to be performed by Contractor; the intentional, willful or negligent acts or omissions of Contractor; Contractor's violation of any law or the rights of a third party; or this Agreement. Contractor will also indemnify, defend and hold harmless the Owner for any Workers' Compensation claims related to this Agreement, except for claims from persons employed by Owner, and for any claims that name the Owner as a joint or loaning/loaner employer with Contractor. Notwithstanding any other contrary provision contained herein, Contractor's obligations under this Section shall survive the expiration or termination of this Agreement. This Section shall be interpreted as broadly as possible under state and federal law. That Contractor will hold the Owner and its employees harmless from all damages and liabilities caused by negligent or wrongful acts or omissions of Contractor in the performance of its services.

§ 8.15 Assignment. This Agreement is personal in character and Contractor shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the Owner. No assignment, even if consented to by the Owner (which consent may be granted or withheld in the Owner's sole discretion) shall in any way reduce or eliminate the liability of Contractor under this Agreement.

§ 8.16 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County, Illinois.

§ 8.17 Severability. The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law."

7. On page 7, in Subsection 9.1.1, add "and Rider to the Standard Form of Agreement", the Contractor's bid and all certifications required by Owner to the end of the sentence.

8. On page 7, in Subsection 9.1.3, add and "Rider to the General Conditions Of The Contract For Construction" to the end of the sentence.

Those persons whose signatures appear below certify that they have been given authority by their respective governing bodies to execute this Rider as the duly authorized representatives of the parties to the Agreement.

FOR THE OWNER:

FOR THE CONTRACTOR:

BOARD OF LIBRARY TRUSTEES OF THE
VILLAGE OF ORLAND PARK, COOK
AND WILL COUNTIES, ILLINOIS

B [REDACTED] _____
Trustees

By [REDACTED] _____
Its SCOTT R. THEISEN
PRESIDENT

A [REDACTED] _____
B [REDACTED] _____
Secretary, Board of Library Trustees

[REDACTED] _____
Its Corporate Secretary

Date: 4/17, 2023

Date: 4/10, 2023

RIDER TO AIA DOCUMENT A101-2017

EXHIBIT A

Insurance and Bonds

Add the following to ARTICLES A.3 and A.4:

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.4 Performance Bond and Payment Bond. A combined Payment Bond/Performance Bond in the total contract price of the Project may be provided by the Contractor to the Owner in satisfaction of the bond requirements.

§ A.3.2.8 The policy limits of \$1,000,000 per claim and \$2,000,000 in the aggregate shall be inserted.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

§ A.4.1 Assignment. The obligations of the Contractor as set forth in this EXHIBIT A are personal in character and the Contractor shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this EXHIBIT, as security or otherwise, without the prior written consent of the Owner. No assignment, even if consented to by the Owner (which consent may be granted or withheld in the Owner's sole discretion), shall in any way reduce or eliminate the liability of the Contractor under this EXHIBIT.

§ A.4.2 Governing Law. This EXHIBIT shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of Contractor's obligations under this EXHIBIT shall be brought in the state court of Cook County, Illinois.

§ A.4.3 Severability. The provisions of this Exhibit shall be deemed to be severable. If any term, covenant or condition of this EXHIBIT is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this EXHIBIT shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this EXHIBIT shall continue to be valid and enforceable to the fullest extent permitted by law.

**RIDER TO THE GENERAL CONDITIONS OF THE CONTRACT FOR
CONSTRUCTION BETWEEN THE BOARD OF LIBRARY TRUSTEES OF THE
VILLAGE OF ORLAND PARK (THE "OWNER") AND MALCOR ROOFING OF
ILLINOIS, INC. (THE "CONTRACTOR") DATED APRIL 17, 2023**

The following provisions, notwithstanding any provisions to the contrary in AIA Document A201, 2017 Edition, amend and replace the terms of the General Conditions of the Contract for Construction, between Owner and Contractor and any provisions in the sections as numbered below which are in conflict with or inconsistent with any of the same provisions in said General Conditions, the provisions in said General Conditions shall be void to the extent of such conflict or inconsistency and the terms of this Rider shall control. Where any provision of the General Conditions is modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect.

ARTICLE 1. GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 Delete the last sentence and replace with:

"Also included as part of the Contract Documents are the following documents: Advertisement for Bids, Instructions to Bidders, Contractor's Bid Proposal as it conforms to the Owner's bid package, the Standard Form of Agreement Between Owner and Contractor (AIA Document A105, 2017 Edition, as modified); the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition; Owner's Rider to the General Conditions of the Contract for Construction; required Performance and Payment Bonds; Certificates of Eligibility to Enter into Public Contract; and required Insurance Certificates."

ARTICLE 2. OWNER

2.1 General

2.1.2 In the second line, at the end of the first sentence, insert the following new sentence:

"Owner is a public body and, as such, mechanics' liens may be filed only against public funds and not against public property." and delete the remainder of the paragraph.

2.2 Information and Services Required of the Owner

2.2.1 Delete Section 2.2.1 in its entirety.

2.2.3 Delete Section 2.2.3 in its entirety.

2.4 Owner's Right to Stop the Work

- 2.4 In the fifth line, insert a period after the word, "entity." Delete the remainder of the sentence and substitute the following:

"The exercise of this right shall not be construed as placing the Owner in charge of the Work or making the Owner responsible for site safety."

ARTICLE 3. CONTRACTOR

3.4 Labor and Materials

Insert the following new Subsection:

"**3.4.0** The Contractor and its Subcontractors shall pay to all laborers, workman and mechanics performing work under the Contract, where applicable, not less than the prevailing rate of wages determined by the Illinois Department of Labor in accordance with the Prevailing Wage Act (820 ILCS 130/1 *et seq.*). It is the Contractor's sole responsibility and duty to ensure that any revision in the prevailing wage rates during the course of the Project will be reflected in payment from the Contractor and each Subcontractor to each worker where the change is applicable. Contractor shall comply with all applicable provisions of this Act, including providing certified payrolls to the Owner. Revisions in the prevailing hourly wage rates affecting this Contract may be made by the Department of Labor and are available on the Department's official website. All bonds provided by the Contractor under the terms of this contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 *et. seq.* Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum. The Contractor may be bound by the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/1 *et seq.* and shall comply with same if applicable."

3.5 Warranty

Insert the following at the end of Section 3.5:

"Such warranty does not preclude the Owner's right to bring an action for breach of this Contract. The Contractor shall have an obligation to inform the Owner of known deficiencies or inconsistencies in the materials planned to be used during the course of construction."

3.6 Taxes

Insert the following at the end of Section 3.6:

"The Owner is exempt from federal, state and local sales and excise taxes because it is a public body."

3.7 Permits, Fees, Notices, and Compliance with Laws

3.7.3 Delete Section 3.7.3 in its entirety and replace with the following:

"If the Contractor performs Work knowing it to be contrary to applicable law, statutes, ordinances, rules and regulations, or lawful orders of public authorities, or if the Contractor should have reasonably recognized, within construction industry standards, that such Work was performed contrary to applicable laws, statutes, ordinances, rules and regulations or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction."

3.18 Indemnification

3.18.1 In the second line, after the word, "agents" add the words "and officers."

ARTICLE 4. ARCHITECT

4.2 Administration of the Contract

4.2.2 In the second line, delete the phrase, "become generally familiar with" and replace it with the word, "observe." In the third line, delete the words "in general" and in the third and fourth lines, delete the phrase "in a manner indicating that the Work, when fully completed will be."

4.2.13 Replace the word "Architect's" with the word "Owner's".

ARTICLE 6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2 Mutual Responsibility

6.2.4 In the first line, delete the word "wrongfully" and in the second line, after the word "Owner".

6.2.6 Add new Section 6.2.6 to provide as follows:

"The Contractor shall require all of its Subcontractors to name the Owner and Contractor as additional insureds on the Subcontractors' general liability insurance policies and to require them to file certificates of insurance with Owner and Contractor showing such compliance prior to commencing Work

on the Project.”

ARTICLE 7. CHANGES IN THE WORK

7.1 General

Add new **Section 7.1.0** as follows:

7.1.0 After execution of the Contract, changes in the Work may be accomplished by Change Order or by order of a minor Change in the Work. No change orders shall be issued for the work under this Contract which authorize or necessitate an increase or decrease in the cost of the Contract by a total of \$10,000 or more or in the time of completion by a total of thirty (30) days or more unless a written determination that the circumstances necessitating the change in performance were not reasonably foreseeable at the time the contract was signed, the change is germane to the original contract as signed or the change order is in the best interest of the Owner, is made by the Owner or a duly authorized designee of the Owner.”

7.2 Change Orders

Paragraph 7.2, add new paragraph 7.2.2 as follows:

7.2.2 The Contractor understands that a Change Order to the Contract which increases or decreases the cost by \$10,000 or more, or the time of completion by 30 days or more, will require written documentation by the Owner that the change:

- a) was not reasonably foreseeable at the time the contract was signed;
- b) is germane to the original contract as signed; or
- c) is in the best interest of the Owner and authorized by law.

ARTICLE 8. TIME

8.2 Progress and Completion

8.2.3 At the end of 8.2.3 insert the following:

“by all proper and appropriate means and unless excused by 8.3.1 of the Agreement, including working overtime without additional compensation. Time is of the essence of this Agreement.”

ARTICLE 9. PAYMENTS AND COMPLETION

9.3 Applications for Payment

9.3.1.3 Add the following new paragraph 9.3.1.3:

“The Contractor shall submit certified payroll forms with their Applications for Payment in accordance with the Illinois Prevailing Wage Act. Certified payroll forms shall be in a format similar to forms available from the Illinois Department of Labor. Payment applications received without said certified payroll forms will not be processed nor submitted to the Owner and the Owner shall not be required to make any payments until the certified payroll forms have been submitted.”

ARTICLE 10. PROTECTION OF PERSONS AND PROPERTY

10.3 Hazardous Materials

10.3.2 Delete Section 10.3.2 in its entirety and replace it with the following:

“Upon receipt of the Contractor’s written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Contractor’s written notice, the Contractor will be permitted to continue to suspend performance of the Contractor’s services in the affected area provided, however, that Contractor shall return to work at Owner’s discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Contractor suspends services for longer than 21 days, the Owner may terminate this Agreement, and the Contractor shall be compensated for services performed prior to the suspension of Contractor’s services. Under no circumstances, unless required by law, shall the Contractor report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner’s prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Contractor is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the site by Contractor, subcontractor or anyone for whose acts they may be liable.”

10.3.3 Delete Section 10.3.3 in its entirety.

10.3.6 Delete Section 10.3.6 in its entirety.

ARTICLE 12. UNCOVERING AND CORRECTION OF WORK

12.2 Correction of Work

12.2.2 After Substantial Completion

12.2.2.2 Add the following sentence at the end of **12.2.2.2**: "This obligation shall survive acceptance of the Work under the Contract and termination of the Contract."

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.5 Interest

Delete 13.5 in its entirety and substitute the following:

“Payment shall be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.)”

Add the following new provisions:

“13.6 Certification Required

Contractor must certify that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State or of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating. A Certificate of Eligibility to Enter into Public Contracts shall be executed by the Contractor.

13.7 Tax Certificates and Exemption Numbers

13.7.1 Owner shall, as part of its undertakings under this Contract, provide to the Contractor all certificates of exemptions and tax exempt numbers needed to entitle Contractor to purchase material and other items to be used on the work or incorporated into the work on a tax exempt basis, said exemptions specifically to include but not be limited to the “Illinois Retailer’s Occupation Tax” (sales tax). Contractor shall warrant that all material costs and scheduled values have been calculated so as to give Owner its full benefit of its tax-exempt status, and Contractor shall require that all Subcontracts include a requirement that materials be purchased so as to give Owner the full benefit of its tax exempt status. Owner shall not be liable for, and shall be entitled to a credit against the Contract sum for, any sales tax paid by Contractor or any Subcontractor of any tier which is shown to have been charged to owner as part of the Contract sum, as a component of the schedule of values, as a unit price, or otherwise.

13.8 No Waiver of Payment

13.8.1 Notwithstanding any language in the General Conditions or any other Contract Document to the contrary or inconsistent with this provision, Owner shall not be deemed to waive any claim or right to assert a claim by making any progress payment or final payment.

13.9 Waiver of Lien

13.9.1 Upon satisfaction of the terms and conditions of the Contract and final payment, the Contractor agrees to provide the Owner with a final release and waiver of all liens covering all work performed under the Contract relative to the project. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any such Subcontractors."

ARTICLE 14. TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 Termination by the Owner for Cause

14.2.1 Add new subsection .5 to Section 14.2.1 as follows:

".5 Declares bankruptcy or if a receiver is appointed."

ARTICLE 15. CLAIMS AND DISPUTES

15.2 Initial Decision

15.2.1 Delete the words "binding dispute resolution" in the seventh line.

15.2.5 Delete the last sentence of Section 15.2.5, and replace it as follows:

"The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation in a court of competent jurisdiction."

15.2.6 Delete Section 15.2.6 in its entirety and replace with the following:

"A decision by the Initial Decision Maker shall not constitute a waiver by either party to have a claim resolved through judicial decision."

15.2.6.1 Delete the words "or pursue binding dispute resolution proceedings".

This Rider shall be effective on the day and date above when executed by duly authorized agents of the parties.

FOR: OWNER

BOARD OF LIBRARY TRUSTEES OF THE
VILLAGE OF ORLAND PARK, COOK AND
WILL COUNTIES, ILLINOIS

By



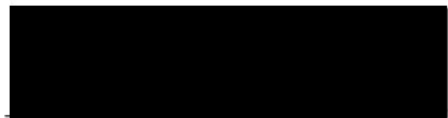
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FOR: CONTRACTOR

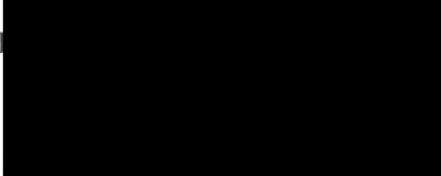
MALCOR ROOFING OF ILLINOIS, INC.
an Illinois corporation

By:



President, Board of Library Trustees

ATT



By:

Secretary, Board of Library Trustees

Its: President

ATTEST:



By:

Its: Corporate Secretary