

# AIA® Document A101® – 2017

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

**AGREEMENT** made as of the Twenty-Ninth day of August in the year 2024  
(In words, indicate day, month and year.)

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

The Board of Library Trustees of the Orland Park Public Library  
14921 S. Ravinia Ave.  
Orland Park, IL 60462

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

Elliot Construction Corporation, Inc.  
1101 Hill Avenue.  
Glen Ellyn, IL 60137

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

Orland Park Public Library Monument Sign  
14921 Ravinia Avenue.  
Orland Park, IL 60462

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

Wight & Company  
2500 North Frontage Road  
Darien, IL 60561

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.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*
- September 3<sup>rd</sup>, 2024

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

#### § 3.3 Substantial Completion

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

*(Check one of the following boxes and complete the necessary information.)*

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: October 15<sup>th</sup>, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

**Substantial Completion Date**

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Seventy Seven Thousand Five Hundred Twenty Dollars and 00/100 (\$ 77,520.00 )**, subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
None	

**§ 4.4 Unit prices, if any:**

(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)
None		

**§ 4.5 Liquidated damages, if any:**

(Insert terms and conditions for liquidated damages, if any.)

**§ 4.6 Other:**

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

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

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

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

10%

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

## § 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

## § 5.3 Interest

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

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

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

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

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

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

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:  
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format 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.)*

§ 8.7 Other provisions:

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:  
*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
L1.00	Survey/ Existing Conditions	Issue for Bid/Permit 07-25-2024
L2.00	Overall Site & Landscape Plan	Issue for Bid/Permit 07-25-2024
L3.00	Site & Landscaping Details	Issue for Bid/Permit 07-25-2024

.6 Specifications

Section	Title	Date
Specifications	Project Manual	07-25-2024

.7 Addenda, if any:

Number	Date	Pages
1	07-29-2024	31
2	07-31-2024	91

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

Init.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Construction Schedule	OPPL Preliminary Construction Schedule	07-26-2024	1

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

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

OWNER (Signature)

*JOANNA M. LIOTINE*  
(Printed name and title)

CONTRACTOR (Signature)

*Dan Hagen*  
Dan Hagen, President

(Printed name and title)

Init.

# Additions and Deletions Report for AIA® Document A101® – 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 13:02:54 CT on 08/30/2024.

## PAGE 1

**AGREEMENT** made as of the Twenty-Ninth day of August in the year 2024

...

The Board of Library Trustees of the Orland Park Public Library  
14921 S. Ravinia Ave.  
Orland Park, IL 60462

...

Elliot Construction Corporation, Inc.  
1101 Hill Avenue.  
Glen Ellyn, IL 60137

...

Orland Park Public Library Monument Sign  
14921 Ravinia Avenue.  
Orland Park, IL 60462

...

Wight & Company  
2500 North Frontage Road  
Darien, IL 60561

## PAGE 2

[ ☒ ] Established as follows:

...

September 3<sup>rd</sup>, 2024

## PAGE 3

[ ☒ ] By the following date: October 15<sup>th</sup>, 2024

...

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seventy Seven Thousand Five Hundred Twenty Dollars and 00/100 (\$ 77,520.00 ), subject to additions and deductions as provided in the Contract Documents.

...

None

...

None

...

None

...

None

PAGE 4

10%

PAGE 6

PAGE 7 ☒ Litigation in a court of competent jurisdiction

L1.00

Survey/ Existing  
Conditions

Issue for Bid/Permit 07-25-2024

L2.00

Overall Site & Landscape  
Plan

Issue for Bid/Permit 07-25-2024

L3.00

Site & Landscaping  
Details

Issue for Bid/Permit 07-25-2024

...

**Section**  
Specifications

**Title**  
Project Manual

**Date**  
07-25-2024

**Pages**

...

1  
2

07-29-2024  
07-31-2024

31  
91

PAGE 8

☒ Supplementary and other Conditions of the Contract:

...

Construction Schedule

OPPL Preliminary  
Construction Schedule

07-26-2024

1

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 13:02:54 CT on 08/30/2024 under Order No. 2114430879 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

[Redacted Signature]

(Signed)

PRESIDENT  
(Title)

10/21/2024  
(Dated)

## **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 STANDARD FORM OF AGREEMENT BETWEEN THE  
BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF ORLAND PARK (THE  
"OWNER") AND ELLIOT CONSTRUCTION CORPORATION, INC. (THE  
"CONTRACTOR"), AIA DOCUMENT A101-2017 EDITION, DATED AUGUST 29, 2024.**

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.

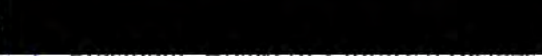
Those persons whose signatures appear below certify that they have been given authority by their respective governing bodies to execute this Rider as the duly authorized representatives

of the parties to the Agreement.

FOR THE OWNER:

FOR THE CONTRACTOR:

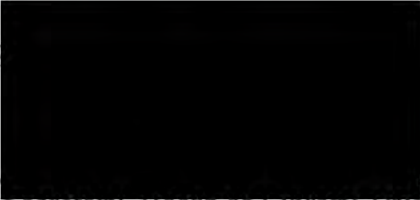
BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK  
AND WILL COUNTIES, ILLINOIS

By  President, Board of Library Trustees

Its \_\_\_\_\_

ATTES

ATTEST:

By  Secretary, Board of Library Trustees

By \_\_\_\_\_  
Its \_\_\_\_\_

Date: 10/21, 2024

Date: \_\_\_\_\_, 2024

**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 ELLIOT CONSTRUCTION  
CORPORATION, INC, INC. (THE "CONTRACTOR") DATED AUGUST 29, 2024.**

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

FOR: CONTRACTOR

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


ELLIOT CONSTRUCTION CORPORATION, INC.  
an Illinois corporation

By: 

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

President, Board of Library Trustees

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

ATTEST: 

ATTEST:

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

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

Secretary, Board of Library Trustees

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

