

AGENDA
SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT
BOARD OF TRUSTEES
Study Room

Special Meeting of the Board of Trustees
August 20th, 5:00 pm

1. Welcome
2. Call to order and roll call
3. Changes/Additions to the Agenda
4. Comments from the Public

MEMBERS OF THE PUBLIC ARE INVITED TO SPEAK TO THE BOARD. COMMENTS ARE TO BE LIMITED TO THREE MINUTES OR LESS. DUE TO OPEN MEETINGS ACT RESTRICTIONS, ACTIONS MAY NOT BE TAKEN ON ITEMS NOT ALREADY ON THE AGENDA, BUT ACTION MAY BE DEFERRED TO A LATER BOARD MEETING.

5. Old Business
6. New Business

- a. Authorize the signing of the contract with Concord-OVC-JV for the parking lot project at \$421,185 (**Action**)

7. Other Business
8. Adjourn

Any individuals requiring special accommodations as specified by the Americans with Disabilities Act are requested to notify the Shorewood-Troy Public Library District Director at 815-725-1715 at least 24 hours before the meeting date.

For further information regarding this meeting agenda, please contact:

Jennie Cisna Mills, Director
Shorewood – Troy Public Library District
650 Deerwood Dr., Shorewood, IL 60404
815-725-1715, jmills@shorewoodtroylibrary.org

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 20th day of August in the year 2024

BETWEEN the Owner:

Shorewood-Troy Public Library

650 Deerwood Drive
Shorewood, Illinois 60404
(815) 725-1715

and the Contractor:

Concord-OVC JV (Joint Venture)
Concord Excavating Enterprises, Inc. / Old Veteran
Construction, Inc. 307 Caton Farm Road
Lockport, Illinois 60441
(630) 243-6849
(219) 512-6913

for the following Project:

New Parking Lot and Site Improvements
For the Shorewood-Troy Public Library
650 Deerwood Drive
Shorewood, Illinois 60404

The Architect:

The Ethos Workshop, Ltd., an Illinois S-Corporation 105
Jackson Avenue, Suite 2
Naperville, Illinois 60540

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.

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TABLE OF ARTICLES

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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:

(Paragraph deleted)

☒ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Paragraphs deleted)

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:

(Paragraph deleted)

☒ Not later than Ninety (90) calendar days from the date of commencement of the Work.

☐ By the following date:

(Paragraph deleted)

(Table deleted)

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(Paragraph deleted)

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 Four Hundred Twenty-One Thousand Five Hundred Fifteen Dollars and Zero Cents (\$ 421,515.00), 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: Not Applicable.

(Table deleted)

§ 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:

(Paragraphs deleted)

Not Applicable.

Agreement: Not Applicable.

(Table deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Paragraphs deleted)

Not Applicable.

(Table deleted)

§ 4.4 Unit prices, if any:

(Paragraphs deleted)

Not Applicable.

(Table deleted)

§ 4.5 Liquidated damages, if any:

(Paragraphs deleted)

Not Applicable.

§ 4.6 Other:

(Paragraphs deleted)

Not Applicable.

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:

Provide a "pencil copy" of each Application for Payment to the Architect approximately one (1) week prior to the end of the month for review and approval by the Architect and Owner.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following 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 thirty (30) days after the Architect receives the Application for Payment.

§ 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.

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§ 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:

(Paragraph deleted)

10% retainage will be withheld from payments under this Contract until the contract is 50% complete. Once the work under this Contract is 50% complete, the retainage will be reduced to 5% and remain such for the remainder of the Contract.

§ 5.1.7.1.1 The following items are not subject to retainage:

Not Applicable

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph deleted)

On monthly Applications for Payment, 10% retainage will be withheld from payments under this Contract until the Contract is 50% complete. Once the work under this Contract is 50% complete, the retainage will be reduced to 5% and remain such for the remainder of the contract. The retained portion shall be paid within fifteen (15) calendar days after the Architect issues the Final Certificate of Completion of the Work.

Except with the Owner's prior approval, the General Contractor shall not make any advanced payments to suppliers for materials or equipment which have not been delivered and stored at the site. The Owner will not pay for shop drawings, engineering, engineering drawings, submittals, or any other materials required in the preparation of the performance of the work.

§ 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:

(Paragraph deleted)

The General Contractor shall maintain adequate retainage to cover the value of outstanding punchlist work that still needs to be completed.

§ 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.

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§ 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.

§ 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.

Zero Percent (0%) per annum

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

(Paragraphs deleted)

A201–2017.

§ 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:

☐ 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:

(Paragraph deleted)

No termination fee will be paid to the Contractor.

§ 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. Where there is a conflict between the Project Manual and Exhibit H - Supplementary General Conditions, the Supplementary General Conditions take precedence.

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§ 8.2 The Owner's representatives:

Ms. Kristin Evers / Mr. Jose Maldonado
Concord-OVC JV (Joint Venture)
Concord Excavating Enterprises, Inc. / Old Veteran Construction, Inc.
307 Caton Farm Road
Lockport, Illinois 60441
Telephone: (630) 243-6849
Telephone: (219) 512-6913

§ 8.3 The Contractor's representative:

Ms. Jennifer Cisna Mills
Library Director
Shorewood-Troy Public Library
650 Deerwood Drive
Shorewood, Illinois 60404
(815) 725-1715
jmills@shorewoodtroylibrary.org

§ 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 insurance requirements can be found in the Project Manual. Please refer to Exhibit E.

§ 8.5.2 The Contractor shall provide a Performance Bond and a Labor and Materials Payment Bond as set forth in the Contract Documents.

(Paragraphs deleted)

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 A201™–2017, General Conditions of the Contract for Construction
- .3 Exhibit A – Illinois Sales Tax Exemption Certificate
- .4 Exhibit B – Certificate of Insurance
- .5 Exhibit C – Performance Bond and a Labor and Materials Payment Bond
- .6 Exhibit D – Construction Drawings
- .7 Exhibit E – Project Manual
- .8 Exhibit F – Bid from Concord-OVC JV
- .9 Exhibit G – Letter of Intent dated 7/30/2024
- .10 Exhibit H – Supplementary General Conditions
- .11 Drawings

Number Title Date
Refer to Exhibit D

.12 Specifications

Section Title Date Pages

Refer to Exhibit E

.13 Addenda, if any:

Number Date Pages
1 July 14, 2024 1

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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.

(Table deleted)

(Paragraphs deleted)

(Paragraphs deleted) This Agreement entered into as of the day and year first written above.

OWNER *(Signature)* **CONTRACTOR** *(Signature)*

Ms. Jennifer Cisna Mills, Library Director Ms. Kristin Evers / Mr. Jose Maldonado

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