

AIA DOCUMENT A101-1997***Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a STIPULATED SUM***

AGREEMENT made as of the 27th day of May
in the year 2014
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information) Lisle Township
4711 Indiana Avenue
Lisle, IL. 60532

and the Contractor:
(Name, address and other information) FBG Corporation
1015 S. Route 83
Elmhurst, IL. 60126

The Project is:
(Name and location) Lisle Township Building
Chairlift Entry & Office Renovation
(ELA #13015)
Food Pantry Shelter & Power Assist Entry
(ELA #13016)
4711 Indiana Avenue
Lisle, IL. 60532

The Architect is:
(Name, address and other information) Ehlke Lonigro Architects, Ltd.
224 S. Milwaukee Avenue - Suite F
Wheeling, IL. 60090

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, 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.

This document has been approved and endorsed by The Associated General Contractors of America.



© 1997 AIA®
AIA DOCUMENT A101-1997
OWNER-CONTRACTOR
AGREEMENT

The Owner and Contractor agree as follows.

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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; these 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 Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

July 1, 2014

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **90 Calendar Days** days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)



© 1997 AIA®
AIA DOCUMENT A101-1997
OWNER-CONTRACTOR
AGREEMENT

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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

Five hundred sixty nine thousand and five hundred Dollars (\$ **569,500.00**), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate #1 (13015): New automatic sliding doors, hinged door entries, interior renovation. Add: \$74,500.

Alternate #1 (13016): 1/4" clear laminated tempered glass. Add: \$2,000.

Voluntary Deduct for award of both projects: Deduct: (\$8,000.)

4.3 Unit prices, if any, are as follows:

Excavation including removal.....	\$37 / cubic yard
Compacted Stone Backfill.....	\$48 / cubic yard
Cast-in-place Concrete Foundation.....	\$650 / cubic yard
Asphalt Paving.....	\$350 / cubic yard
Concrete Paving.....	\$250 / cubic yard

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 **first Wednesday** day of a month, the Owner shall make payment to the Contractor not later than the **third Wednesday** day of the **current** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **forty-five** 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, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.



© 1997 AIA®
AIA DOCUMENT A101-1997
OWNER-CONTRACTOR
AGREEMENT

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

5.1.5 Applications for Payment shall indicate 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 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **ten** percent (**10** %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- 2 Add 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), less retainage of **ten** percent (**10** %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*)
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None

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 Subparagraph 12.2.2 of AIA Document A201-1997, 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.



© 1997 AIA®
AIA DOCUMENT A101-1997
OWNER-CONTRACTOR
AGREEMENT

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 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.)

0% - Payments shall be made in accordance with the Prompt Payment Act.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is: **Jim Vondran**
(Name, address and other information) **Lisle Township**
4711 Inidana Avenue
Lisle, IL. 60532

7.4 The Contractor's representative is: **Abe Assaf**
(Name, address and other information) **FBG Corporation**
1015 S. Route 83
Elmhurst, IL. 60126

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:

Refer to Section 00700 / Conditions of the Contract / Page 00700-1 regarding information for Limitation of Authority of Owner's representative. (Applies to both 13015 & 13016 projects)



© 1997 AIA®
AIA DOCUMENT A101-1997
OWNER-CONTRACTOR
AGREEMENT

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated **March 28, 2014**, and are as follows:

Document	Title	Pages
(13015)	- Section 00700 / Conditions of the Contract / Section 00701 / Prevailing Rate of Wage	pgs. 00700-1 to 17. pg. 00701-1.
(13016)	- Section 00700 / Conditions of the Contract / Section 00701 / Prevailing Rate of Wage	pgs. 00700-1 to 17. pg. 00701-1.

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
(13015)	- Refer to Exhibit A attached	
(13016)	- Refer to Exhibit B attached	

8.1.5 The Drawings are as follows, and are dated unless a
different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
(13015)	- Refer to Exhibit C attached	
(13016)	- Refer to Exhibit C attached	



© 1997 AIA®
AIA DOCUMENT A101-1997
OWNER-CONTRACTOR
AGREEMENT

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum #1 (13015)	May 2, 2014	(Refer to Exhibit A attached)
Addendum #2 (13015)	May 8, 2014	(Refer to Exhibit A attached)
Addendum #1 (13016)	May 2, 2014	(Refer to Exhibit B attached)
Addendum #2 (13016)	May 8, 2014	(Refer to Exhibit B attached)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

FBG Corporation bid dated May 9, 2014 for project #13015

FBG Corporation bid dated May 9, 2014 for project #13016

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.



OWNER (Signature)
 RICHARD J. TARULIS
 TOWNSHIP SUPERVISOR
 (Printed name and title)
 Lisle Township



CONTRACTOR (Signature)
 David M. Marshall, Vice President
 (Printed name and title)
 FBG Corporation

CAUTION: You should sign an original AIA document or a licensed reproduction. Originals contain the AIA logo printed in red; licensed reproductions are those produced in accordance with the Instructions to this document.



© 1997 AIA®
AIA DOCUMENT A101-1997
 OWNER-CONTRACTOR
 AGREEMENT

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

EXHIBIT A (3 PAGES)

CHAIRLIFT ENTRY & OFFICE RENOVATION (ELA #13015)

LISLE TOWNSHIP
4711 INDIANA AVENUE
LISLE, ILLINOIS 60532
630-968-2087

EHLKE LONIGRO ARCHITECTS, LTD.
224 S. MILWAUKEE AVE. - STE. F
WHEELING, ILLINOIS 60090
847-243-8360

TABLE OF CONTENTS

INTRODUCTORY PAGES

DIVISION 0

CONTRACT REQUIREMENTS

SECTION 00003	PROJECT DIRECTORY	00003-1-1
00004	TABLE OF CONTENTS	00004-1-3
00020	INVITATION FOR BIDS	00020-1-3
00100	INSTRUCTIONS TO BIDDERS	00100-1-5
<u>BID FORMS TO BE SUBMITTED (SECTIONS 00300 THRU 00500)</u>		
00300	BID FORM	00300-1-11
00400	SUBSTITUTIONS	00400-1-1
00430	SUBCONTRACTOR LISTING	00430-1-1
00500	BID DISCOUNT FOR BOTH PROJECTS	00500-1-1
00700	CONDITIONS OF THE CONTRACT	00700-1-17
00701	PREVAILING RATE OF WAGE	00701-1-1
	DU PAGE CO. PREVAILING WAGE-APRIL 2014	PGS. 1-7
00901	ADDENDUM AND MODIFICATIONS NO. 1	00901-1-3
	-DRAWING	ADD#1-SK1
	-DRAWING	ADD#1-SK4
	-SPECIFICATION PGS.	08716-2-3
00902	ADDENDUM AND MODIFICATIONS NO. 2	00902-1-1

SPECIFICATIONS

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01010	SUMMARY OF WORK	01010-1-5
01045	CUTTING AND PATCHING	01045-1-2
01100	ALTERNATES	01100-1-1
01200	PROJECT MEETINGS	01200-1-2
01300	SUBMITTALS	01300-1-2
01412	TESTING LABORATORY SERVICES	01412-1-6
01500	TEMPORARY FACILITIES AND CONTROLS	01500-1-3
01520	CONSTRUCTION AIDS	01520-1-2
01530	BARRIERS	01530-1-2
01600	MATERIAL AND EQUIPMENT	01600-1-4
01700	CONTRACT CLOSEOUT	01700-1-3
01710	CLEANING	01710-1-2
01720	PROJECT RECORD DOCUMENTS	01720-1-2
01740	WARRANTIES AND BONDS	01740-1-1

DIVISION 2	SITE WORK	
SECTION 02010	SUBSURFACE INVESTIGATION	02010-1-1
02070	SELECTIVE DEMOLITION	02070-1-3
02100	DEMOLITION, CLEARING AND GRUBBING	02100-1-4
02200	EXCAVATING, FILLING, AND GRADING	02200-1-6
02300	SITework	02300-1-8
DIVISION 3	CONCRETE	
SECTION 03300	CAST-IN-PLACE CONCRETE	03300-1-10
03800	TESTING AND INSPECTION	03800-1-2
DIVISION 4	MASONRY	
SECTION 04200	UNIT MASONRY	04200-1-9
DIVISION 5	METALS	
SECTION 05120	STRUCTURAL STEEL	05120-1-8
05500	MISCELLANEOUS METAL	05500-1-3
DIVISION 6	WOOD AND PLASTICS	
SECTION 06110	ROUGH CARPENTRY	06110-1-4
06200	FINISH CARPENTRY	06200-1-4
06410	PLASTIC LAMINATE CASEWORK	06410-1-7
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
SECTION 07200	BUILDING INSULATION	07200-1-3
07270	FIRE-STOPPING	07270-1-4
07610	SHEET METAL ROOFING	07610-1-8
07900	SEALANTS	07900-1-4
DIVISION 8	DOORS, WINDOWS AND GLASS	
SECTION 08100	METAL DOOR FRAMES	08100-1-3
08200	WOOD DOORS	08200-1-3
08410	ALUMINUM ENTRANCES	08410-1-6
08710	FINISH HARDWARE	08710-1-5
08716	AUTOMATIC SLIDING DOOR SYSTEMS	08716-1-4
08800	GLASS AND GLAZING	08800-1-4
DIVISION 9	FINISHES	
SECTION 09250	GYPSUM DRYWALL	09250-1-4
09500	ACOUSTICAL TREATMENT	09500-1-3
09900	PAINTING	09900-1-9
DIVISION 10	SPECIALTIES	
	NOT USED	

DIVISION 12	FURNISHINGS	
	NOT USED	
DIVISION 13	SPECIAL CONSTRUCTION	
	NOT USED	
DIVISION 14	CONVEYING SYSTEMS	
SECTION 14200	WHEELCHAIR LIFT	14200-1-7
DIVISION 15	MECHANICAL	
	NOT USED	
DIVISION 16	ELECTRICAL	
SECTION 16000	ELECTRICAL GENERAL REQUIREMENTS	16000-1-5
END OF SECTION		

EXHIBIT B (3 PAGES)

FOOD PANTRY SHELTER & POWER ASSIST ENTRY (ELA #13016)

LISLE TOWNSHIP
4711 INDIANA AVENUE
LISLE, ILLINOIS 60532
630-968-2087

EHLKE LONIGRO ARCHITECTS, LTD.
224 S. MILWAUKEE AVE. - STE. F
WHEELING, ILLINOIS 60090
847-243-8360

TABLE OF CONTENTS

INTRODUCTORY PAGES

DIVISION 0

CONTRACT REQUIREMENTS

SECTION 00003	PROJECT DIRECTORY	00003-1-1
00004	TABLE OF CONTENTS	00004-1-3
00020	INVITATION FOR BIDS	00020-1-3
00100	INSTRUCTIONS TO BIDDERS	00100-1-5
<hr/>		
BID FORMS TO BE SUBMITTED (SECTIONS 00300 THRU 00500)		
00300	BID FORM	00300-1-11
00400	SUBSTITUTIONS	00400-1-1
00430	SUBCONTRACTOR LISTING	00430-1-1
00500	BID DISCOUNT FOR BOTH PROJECTS	00500-1-1
00700	CONDITIONS OF THE CONTRACT	00700-1-17
00701	PREVAILING RATE OF WAGE	00701-1-1
	DU PAGE CO. PREVAILING WAGE-APRIL 2014	PGS. 1-7
00901	ADDENDUM AND MODIFICATIONS NO. 1	00901-1-3
	-DRAWINGS	ADD#1-SK2
	-DRAWINGS	ADD#1-SK3
	-DRAWINGS	ADD#1-SK5
00902	ADDENDUM AND MODIFICATIONS NO. 2	00902-1-1

SPECIFICATIONS

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01010	SUMMARY OF WORK	01010-1-5
01045	CUTTING AND PATCHING	01045-1-2
01100	ALTERNATES	01100-1-1
01200	PROJECT MEETINGS	01200-1-2
01300	SUBMITTALS	01300-1-2
01412	TESTING LABORATORY SERVICES	01412-1-6
01500	TEMPORARY FACILITIES AND CONTROLS	01500-1-3
01520	CONSTRUCTION AIDS	01520-1-2
01530	BARRIERS	01530-1-2
01600	MATERIAL AND EQUIPMENT	01600-1-4
01700	CONTRACT CLOSEOUT	01700-1-3
01710	CLEANING	01710-1-2
01720	PROJECT RECORD DOCUMENTS	01720-1-2
01740	WARRANTIES AND BONDS	01740-1-1

DIVISION 2	SITE WORK	
SECTION 02010	SUBSURFACE INVESTIGATION	02010-1-1
02070	SELECTIVE DEMOLITION	02070-1-3
02100	DEMOLITION, CLEARING AND GRUBBING	02100-1-4
02200	EXCAVATING, FILLING, AND GRADING	02200-1-6
02300	SITework	02300-1-8
DIVISION 3	CONCRETE	
SECTION 03300	CAST-IN-PLACE CONCRETE	03300-1-10
03800	TESTING AND INSPECTION	03800-1-2
DIVISION 4	MASONRY	
SECTION 04200	UNIT MASONRY	04200-1-9
DIVISION 5	METALS	
SECTION 05120	STRUCTURAL STEEL	05120-1-8
05500	MISCELLANEOUS METAL	05500-1-3
DIVISION 6	WOOD AND PLASTICS	
SECTION 06110	ROUGH CARPENTRY	06110-1-4
06200	FINISH CARPENTRY	06200-1-4
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
SECTION 07270	FIRE-STOPPING	07270-1-4
07610	SHEET METAL ROOFING	07610-1-8
07900	SEALANTS	07900-1-4
DIVISION 8	DOORS, WINDOWS AND GLASS	
SECTION 08300	SPECIAL DOORS AND FRAMES	08300-1-4
08410	ALUMINUM ENTRANCES	08410-1-6
08710	FINISH HARDWARE	08710-1-5
08716	AUTOMATIC SLIDING DOOR SYSTEMS	08716-1-4
08800	GLASS AND GLAZING	08800-1-4
DIVISION 9	FINISHES	
SECTION 09250	GYPSUM WALLBOARD	09250-1-4
09900	PAINTING	09900-1-9
DIVISION 10	SPECIALTIES	
	NOT USED	

DIVISION 12	FURNISHINGS	
	NOT USED	
DIVISION 13	SPECIAL CONSTRUCTION	
	NOT USED	
DIVISION 14	CONVEYING SYSTEMS	
	NOT USED	
DIVISION 15	MECHANICAL	
	NOT USED	
DIVISION 16	ELECTRICAL	
SECTION 16000	ELECTRICAL GENERAL REQUIREMENTS	16000-1-5
END OF SECTION		