



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 23rd day of March in the year 2023
(In words, indicate day, month and year.)

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

Roselle School District 12
100 E. Walnut Street
Roselle, IL 60172

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

Ostrander Construction, Inc
2001 Butterfield Rd
Suite 1120
Downers Grove, IL 60515

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

Casework Replacement at Spring Hills Elementary School

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

Wold Architects & Engineers
220 North Smith Street
Suite 310
Palatine, IL 60067

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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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.)

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.)

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

[] By the following date:

§ 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 |
|---|-----------------------------|
| All Work as noted with SMC Bid Schedule | ASAP |

§ 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 Ninety-Four Thousand Dollars and no/100 (\$ 94,000.00), 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 |
|----------------|-------|
| Not Applicable | |

§ 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 |
|----------------|-------|---------------------------|
| Not Applicable | | |

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

| Item | Price |
|---------------------|-------------|
| General Allowances | \$2500.00 |
| Flooring Allowances | \$8000.00 |
| Painting Allowances | \$8000.00 |
| MEP Allowances | \$13,500.00 |

§ 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) |
|----------------|-----------------------|-------------------------|
| Not Applicable | | |

§ 4.5 Liquidated damages, if any:

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

Not Applicable

§ 4.6 Other:

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

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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 endeavor to 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.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall endeavor to 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 Construction Manager after the application date fixed above, the Application for payment shall be tendered to the Owner in the next month's payment submittal

§ 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.)

Ten Percent (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.)

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§ 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.

§ 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.)

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted) SECTION DELETED

§ 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)*

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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)

Dr. Gregory Harris
Roselle School District 12
100 E. Walnut Street
Roselle, IL 60172
gharris@sd12.org

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Dennis Tynan, Project Manager
Ostrander Construction, Inc
2001 Butterfield Road
Downers Grove, IL 60515
Email: dennis@ostrander.biz

§ 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 SECTION DELETED

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§ 8.7 Other provisions:

Upon assignment of this Agreement by the Owner to the Construction Manager, the Construction Manager shall assume toward the Contractor all obligations and responsibilities that the Owner, under AIA Document A201-2017, as amended by Owner, assumes toward the Contractor, and the Contractor shall assume toward the Construction Manager all obligations and responsibilities that the Contractor, under AIA Document A201-2017, as amended by Owner, assumes toward the Owner and the Architect, insofar as applicable to this Agreement. The Construction Manager shall have the benefit of all rights, remedies, and redress against the Contractor that the Owner, under AIA Document A201-2017, as amended by Owner, has against the Contractor, and the Contractor shall have the benefit of all rights, remedies, and redress against the Construction Manager that the Contractor, under AIA Document A201-2017, as amended by Owner, has against the Owner, insofar as applicable to this Agreement. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

Notwithstanding any assignment of this Agreement by the Owner and to the fullest extent permitted by law, Contractor's obligations under Sections 3.18.1 through 3.18.6 of AIA Document A201-2017, as amended by Owner, shall also include the obligation to indemnify and hold harmless the Owner, Owner's Representative, Owner's individual board members, agent, consultants and employees.

In the event either party hereto initiates legal action against the other party in furtherance of a claim or right to enforce any term or condition of the Agreement, the prevailing party in said legal action shall be entitled to seek reimbursement of any and all attorney's fees, costs, expert fees and court fees incurred as additional damages.

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 Exhibit A – Subcontractor Safety, Insurance, and Indemnity Requirements
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraph deleted)

- .4 Drawings

| Number | Title | Date |
|--------|---------------------------------------|-----------|
| A0.0 | Cover Page | 2.23.2023 |
| A1.02 | Demolition Plan – Main Level Area "B" | 2.23.2023 |
| A2.02 | Floor Plan – Main Level Area "B" | 2.23.2023 |
| A4.401 | Casework Elevations and Details | 2.23.2023 |

- .6 Specifications

| Section | Title | Date | Pages |
|----------------|-------|------|-------|
| Not Applicable | | | |

- .7 Addenda, if any:

| Number | Date | Pages |
|--------|----------------|--------|
| 01 | March 07, 2023 | 1 page |

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.

- .8 Other Exhibits:

Exhibit B – Assignment of Trade Contract Agreement

Exhibit C - Bid Documents, Executed Bid Form & Wage Worksheet
Exhibit D- Executed Scope Review Worksheet

(Paragraphs deleted)

Exhibit E - Tax Exempt Certificate

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

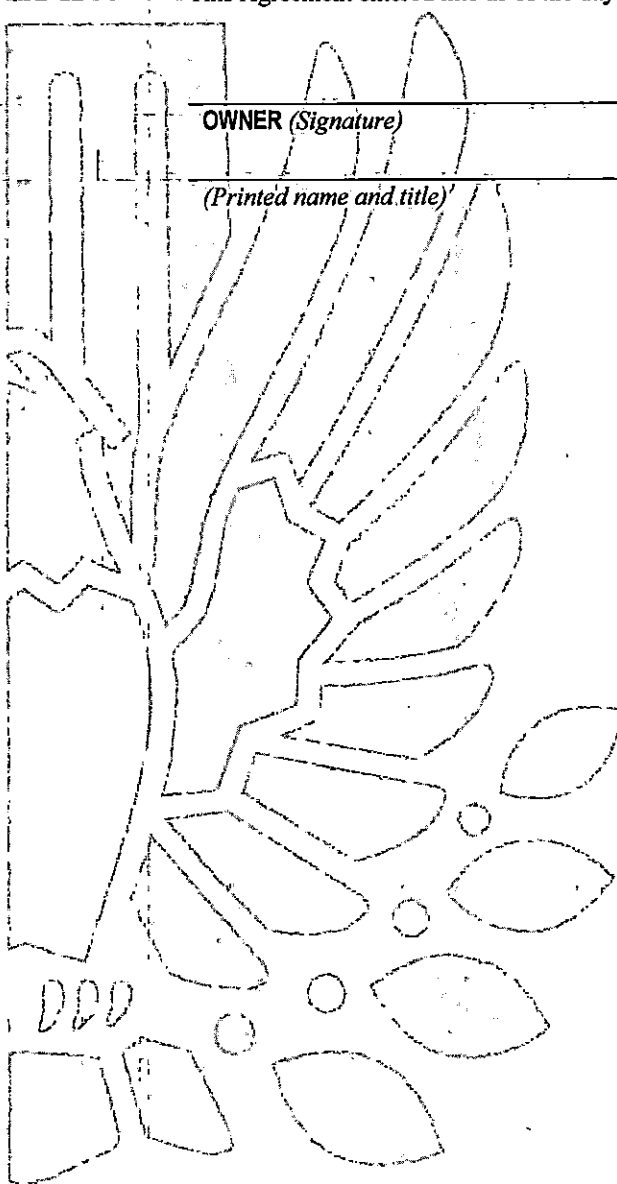
OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

Dennis Tynan, Ostrander Construction, Inc

(Printed name and title)



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EXHIBIT A

Subcontractor Safety, Insurance, and Indemnity Requirements

The terms of this Exhibit shall control over the provisions found elsewhere in the Agreement. For the purposes of this Exhibit, the term "Contractor" shall mean and be read throughout the body of this Agreement as **Shales McNutt, LLC**. The term "Subcontractor" shall mean and be read throughout the body of this Exhibit as **Subcontractor**.

Safety

The Subcontractor, its agents, employees, suppliers, and lower-tier subcontractors will perform all work on the project in a safe and responsible manner. In particular, Subcontractor shall, at its own expense, conform to the safety policies and regulations established by Shales McNutt Construction and shall comply with all specific safety requirements promulgated by any government authority including without limitation the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969 or agencies which administer the Acts. The Subcontractor shall comply with said requirements, standards and regulations and require and be directly responsible for compliance therewith on the part of its said agents, employees, material men and subcontractors; and shall directly receive, respond to, defend and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, suppliers, and lower-tier subcontractors to so comply.

Insurance

1. All insurance required shall be effected under valid and enforceable policies issued by insurance companies authorized to do business in the state(s) in which the services are to be performed, rated no less than A- as shown in the most current issue of A.M. Best's Key Rating Guide, or which are acceptable to the Contractor.
2. Failure of the Subcontractor to provide insurance as herein required or failure of the Contractor to require evidence of insurance or to notify Subcontractor of any breach by Subcontractor of the requirements of this Agreement shall not be deemed to be a waiver by Contractor of any of the terms and conditions of this Agreement, nor shall they be deemed to be a waiver of the obligation of the Subcontractor to defend, indemnify, and hold harmless the Contractor as required herein.
3. In the event of any failure by Subcontractor to comply with the provisions of this Agreement, the Contractor may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Subcontractor, purchase such insurance, at Subcontractor's expense, provided that the Contractor shall have no obligation to do so and if the Contractor shall do so, Subcontractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. All such costs incurred by the Contractor shall be promptly reimbursed by Subcontractor and/or may be withheld from any payment due Subcontractor.
4. It is understood and agreed that authorization is hereby granted to Shales McNutt, LLC to withhold payments to the Subcontractor until a properly executed and accepted Certificate of Insurance providing insurance as required herein, accompanied by a signed subcontract or purchase order, are received by Shales McNutt, LLC.
5. Commencement of operations without the required Certificates of Insurance, or without compliance with any other provision of this Agreement shall not constitute a waiver by the Contractor of any rights in the Agreement.
6. None of the requirements contained herein as to types, limits or the Contractor's approval of insurance coverage to be maintained by Subcontractor are intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Subcontractor under this Agreement, or otherwise provided by law.
7. Subcontractor will obtain and shall continue to carry the following policies of insurance in connection with the Agreement and the Work required herein on an Occurrence basis for the duration of the Work and for two (2) years after completion of the Work, or the expiration of the Statute of Limitations pursuant to Illinois Law:
 - 7.1. **Commercial General Liability** insurance on an annual basis with limits not less than:
 - \$1,000,000 Bodily Injury and Property Damage Combined Single Limit for Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury

EXHIBIT A

And shall include the following:

- 7.1.1. Premises/Operations
- 7.1.2. Independent Contractors for Contractor's and the Subcontractor's liability arising out of the work and operations of Subcontractors or any Sub-subcontractors
- 7.1.3. Aggregate Limits of Insurance Per Project per ISO endorsement CG2503
- 7.1.4. Broad Form Contractual Liability specifically in support of, but not limited to, the indemnity provisions of the Agreement
- 7.1.5. Personal Injury Liability
- 7.1.6. XCU (explosion, collapse and underground coverage)
- 7.1.7. Products/Completed Operations (this coverage is to be maintained for two years after the Final Payment Agreement is executed, or the expiration of the Statute of Limitations pursuant to Illinois Law)
- 7.1.8. A Separation of Insureds or Severability of Interests provision with regard to the General Liability policies applicable to the Named Insured(s) and all Additional Insureds
- 7.1.9. General Liability Waiver of Subrogation in favor of the Additional Insureds

7.2 **Business Automobile Liability** Insurance with limits not less than \$1,000,000 per occurrence combined single limit for Bodily Injury (including wrongful death) and Property Damage liability. This policy shall be on a standard form written to cover all owned, leased, hired and non-owned automobiles.

7.3 **Workers' Compensation** insurance, including Occupational Disease coverage, to include compensation benefits in the statutory amount required by the state(s) in which the Work is accomplished and the state(s) in which the Contractor's employees reside. Provide a waiver of subrogation in favor of the entities listed in Section 16.4 of this Exhibit.

7.4 **Employer's Liability** coverage with limits not less than:

- 7.4.1 \$500,000 Each Accident
- 7.4.2 \$500,000 Each Employee for Disease
- 7.4.3 \$500,000 Policy Limit for Disease

7.5 **Umbrella Liability** coverage with limits no less than \$5,000,000 per occurrence and \$5,000,000 aggregate for the following trades: Demolition, Precast wall panels and floor planks, Structural Steel, Roofing, Plumbing, HVAC, Electrical, Masonry, Fire Protection & General Trades. All other trades not listed shall have minimum coverage limits of \$3,000,000 per occurrence and \$3,000,000 aggregate. Material suppliers will provide coverage with limits no less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

7.6 **Professional Liability and/or Errors & Omissions Liability** coverage, as applicable for subcontractors performing design, engineering, surveying, and similar work, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

7.7 **Pollution Liability** coverage, as applicable for subcontractors performing excavation work, demolition work, remediation work, having fuels delivered, or similar work, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

8. Subcontractor shall maintain during the life of the Agreement Workers' Compensation coverage for all of Subcontractor's workers and anyone directly employed by Subcontractor and anyone for whom Subcontractor may be liable for Workers' Compensation claims that may arise out of or result from operations under the Agreement, and in case any Work is subcontracted, the Subcontractor shall require all of its Sub-subcontractors similarly to provide Workers' Compensation insurance for all the latter's employees and anyone employed by Sub-subcontractor and anyone for whom Sub-subcontractor may be liable for Workers' Compensation claims that may arise out of or result from operations under the Agreement unless such employees are covered by the protection afforded by the Subcontractor.
9. The Contractor and any other entities set forth below in Section 16.4, as well as any others who may be designated by the Contractor, shall be included as Additional Insureds under the Subcontractor's General Liability policy. Coverage for all Additional Insureds shall be provided on a primary and non-contributory basis.
10. The General Liability and Workers Compensation policies shall be endorsed that the insurance companies waive their right of recovery or subrogation against the Contractor and any other entities set forth below in Section 16.4.

EXHIBIT A

11. It is the Subcontractor's obligation to require their sub-subcontractors to meet the insurance requirements above.
12. Upon execution of the Agreement, Subcontractor shall immediately furnish to the Contractor (a) a certificate of insurance and (b) General Liability Additional Insured endorsements in accordance with Section 16. Renewal evidence of coverage shall be delivered to the Contractor no later than the expiration date of the previous policies.
13. Subcontractor shall notify the Contractor at least thirty (30) days in advance in the event of cancellation or non-renewal of their policies. In the event of cancellation due to nonpayment of premium, at least ten (10) days' notice is to be provided to the Contractor. All notification is to be made in writing to the Contractor.
14. Any insurance policy maintained by the Subcontractor that covers equipment of the Subcontractor against loss by physical damage shall include an endorsement waiving the insurer's right of subrogation against the Contractor and others designated as Additional Insureds. Should the Subcontractor choose to self-insure this risk, it is expressly agreed that the Subcontractor waives any claim for damage or loss to said equipment against Contractor or any other Additional Insured.
15. Evidence of the insurance coverage required to be maintained by the Subcontractor, represented by certificates of insurance issued by the insurance carrier or its legal agent, must be furnished to the Contractor no later than the execution of the Agreement. Such Certificates of Insurance shall specify:
 - 15.1. Contractor as Certificate Holder with correct mailing address
 - 15.2. Insured's name, which must match that on the Agreement
 - 15.3. Companies affording each coverage, policy number of each coverage; policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of insurance company
 - 15.4. Producer of the certificate with correct address and phone number listed
 - 15.5. Additional Insured status required by the Agreement, including the Additional Insured Endorsement(s)
 - 15.6. Waivers of Subrogation required by the Agreement
 - 15.7. Primary and non-contributory status required by the Agreement
16. Subcontractor's insurance company shall issue Additional Insured Endorsement on ISO form CG2010 1185 or on the combination of ISO forms CG2010 1001 and CG2037 1001. Substitute forms providing equivalent coverage may be accepted at the approval of the Contractor. The Certificate of Insurance shall also contain the following information:
 - 16.1. **Name and Address of Project: Roselle School District 12, Casework Replacement - Spring Hills Elementary School, Roselle, IL**
 - 16.2. **Name of Contractor: Shales McNutt, LLC dba SMC Construction Services**
 - 16.3. **Name and address of Certificate Holder: SMC Construction Services, 425 Renner Dr., Elgin, IL 60123**
 - 16.4. **Additional Insureds: Roselle School District 12, Wold Architects & Engineers & their consultants, & SMC Construction Services**

Indemnity

17. Indemnifications. To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless the Contractor, Owner, Architect/Engineer, their parents, members, subsidiaries, related corporations and any other entity as provided in the Contract Documents (hereinafter "Indemnified Parties") and agents and employees of any of from and against claim, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claims, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused or alleged to be caused by the negligent acts or omissions of the Subcontractor, or anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
18. No limitation upon Liability. In any and all claims against the Indemnified Parties, by any employees of the Subcontractor, anyone directly or indirectly employed by the Subcontractor, anyone for whose acts the Subcontractor may be liable, the indemnification obligations under Paragraph 17 shall not be limited in any way by a limitation on the amount or type of damages, compensation or

EXHIBIT A

benefits payable by or for the Subcontractor under worker's compensation acts, disability benefit acts or other employees benefit acts.

19. Additional Indemnification. Subcontractor shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all claims demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys; consultants; and experts' fees as a result of Subcontractor's actual or alleged failure to perform the Subcontract in accordance with the terms of this Agreement and the Contract Documents. The foregoing obligations of Subcontractor shall include, but are not limited to, (i) damages and other delay costs payable by Contractor; (ii) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from Subcontractor caused delays or omitted or defective Subcontractor's Work; (iii) warranty, rework and repair costs; (iv) liability to third parties, including, but not limited to, other subcontractors of Contractor and Owner's contractors; (v) excess re-procurement costs; (vi) costs to obtain a substitute subcontractor or costs incurred to demand and ensure performance of Subcontractor's surety in the event of Subcontractor default; (vii) Consultant's and experts fees; and (viii) attorney's fees and related costs. Subcontractor's actual or alleged failure to perform shall include the actual or alleged failure of Subcontractor's lower-tier subcontractors or suppliers to perform. The foregoing indemnity shall also be an obligation of Subcontractor's performance bond surety provided, however, the existence or non-existence of a performance or payment bond shall in no way limit or condition the Indemnified Parties' right of indemnity or remedies against Subcontractor nor shall it limit Subcontractor's responsibilities hereunder.
20. Indemnity For Equipment Utilized. To the fullest extent permitted by law, in the event that Subcontractor or any Subcontractor's agents, employees, suppliers, or lower-tier subcontractors utilize any machinery, equipment, tools, ladders, scaffolding, hoists, lifts or similar items belonging to or under the control of any of the Indemnified Parties. Subcontractor agrees to indemnify, defend and save harmless the Indemnified Parties from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorney's consultants' and experts' fees, arising out of such use, except to the extent such loss or damage shall be caused by the negligence of any of the Indemnified Parties' employees operating any of the Indemnified Party-owned or Indemnified Party-leased equipment.
21. Patents. Except as otherwise provided by the Contract Documents, the Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented materials in the Subcontractor's Work. The Subcontractor shall defend all suits for claims for infringement of any patent rights arising out of the Subcontractor's Work, which may be brought against the Contractor, Owner, or Architect/Engineer and shall be liable to the Contractor, Owner, or Architect/Engineer for all loss, including all costs, expenses, and attorney's fees.
22. Work. Subcontractor hereby assumes the entire responsibility and liability for work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Subcontractor until final acceptance of Subcontractor's Work by the Owner as defined by the Contract Documents. In the event of any loss, damage or destruction thereof from any cause, Subcontractor shall be liable therefore, and shall repair, rebuild and make good said loss, damage or destruction at Subcontractor's sole cost.
23. Duty to Defend. Subcontractor shall: (i) at Subcontractor's own cost, expense and risk, defend all claims defined in this Article that may be brought or instituted by third persons, including, but not limited to, government, state, or local agencies, or employees of the Subcontractor against any of the Indemnified Parties or their agents or employees or any of them (ii) pay and satisfy any judgment or decree that may be rendered against the indemnified parties or their agents or employees, or any of them arising out of any such claim; and (iii) reimburse the Indemnified Parties or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Article; (iv) at the option of an Indemnified Parties it may engage counsel of its choice with respect to any action which the Indemnified Parties contends involves Subcontractor's indemnity obligation, and Subcontractor's insurer is obligated to accept such counsel and Subcontractor shall pay all the fees and expenses thereof as provided above.
24. Indemnification independent from Insurance. Subcontractor's indemnification obligations are independent from, and not limited in any manner by the Subcontractor's insurance coverage required herein.

Shales McNutt, LLC

DATE

Subcontractor
Shales McNutt LLC

DATE

EXHIBIT B

**ROSELLE SCHOOL DISTRICT NO. 12
ASSIGNMENT OF TRADE CONTRACT AGREEMENT**

Contractor: Ostrander Construction, Inc

Trade Package: 06B: Casework Replacement

Dollar Amount of Agreement: \$ 94,000.00

The Board of Education of Roselle School District No. 12 ("Owner"), for good and sufficient consideration, receipt of which is hereby acknowledged, hereby assigns to Shales McNutt, LLC ("Construction Manager"), and Construction Manager hereby accepts, all of the Owner's rights, obligations and responsibilities to the Contractor (as defined below) as Owner under that certain A101-2017 standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum ("Contract"), as amended, between the Owner and Contractor, dated March 23rd, 2023 for Bid Package 06B: Casework Replacement as delineated in the Bid Documents and Contract Documents. This assignment is a total assignment of rights from the Owner to the Construction Manager. Contractor releases all claims, rights and remedies it has or may have against the Owner arising under the Contract. Each signatory hereto represents and warrants that he/she has the necessary corporate authority to bind his/her respective entity to this Assignment. Notwithstanding the above, however, the Owner retains any rights it may have as a third party beneficiary under the Contract and, moreover, also retains the right to reassume all rights and obligations of the Owner and Construction Manager under the aforementioned Contract upon written notification to the Contractor and Construction Manager, in the event Construction Manager ceases to provide services to the Owner.

This assignment shall be effective as of **March 23rd, 2023**

SHALES MCNUTT, LLC

**BOARD OF EDUCATION OF
ROSELLE SCHOOL DISTRICT NO. 12**

**By: _____
Its: Authorized Officer**

**By: _____
Its: _____**

ATTEST:

**By: _____
Its: Secretary**

**ASSIGNMENT AGREED AND ACCEPTED BY
[Ostrander Construction, Inc]**

**By: _____
Its: Authorized Officer**



Shales McNutt LLC dba SMC Construction Services

Printed on Thu Mar 16, 2023 at 03:03 pm CDT

Job #: 22-028 Casework Replacement - Spring Hills Elementary School
560 S. Pinecroft Street
Roselle, Illinois 60172

Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|---------------|--------------------------------------|----------|--------------|---------------|---------------------------|
| Architectural | | | | | |
| A0.00 | Cover Page | 0 | 02/23/2023 | | Issued for Bid (02/23/23) |
| A1.02 | DEMOLITION PLAN -MAIN LEVEL AREA 'B' | 0 | 02/23/2023 | | Issued for Bid (02/23/23) |
| A2.02 | FLOOR PLAN - MAIN LEVEL AREA 'B' | 0 | 02/23/2023 | | Issued for Bid (02/23/23) |
| A4.401 | CASEWORK ELEVATIONS AND DETAILS | 0 | 02/23/2023 | | Issued for Bid (02/23/23) |



Project Manual

for the

Roselle SD 12

Spring Hills Elementary Casework Replacement

560 S. Pinecroft Street, Roselle, IL 60172

Prepared by:

SMC Construction Services

425 Renner Drive

Elgin, IL 60123

Telephone 847-622-1214

Fax 847-622-1224

Date: 2/24/23

BID FORM

Include but not limited to the following: Scope of Work Notes, Project Specifications, Construction Documents

Roselle SD 12 Casework Replacement Spring Hills Elementary School

ALL BID PACKAGES ARE COVERED BY THIS FORM

From: Ostrander Construction, Inc.
(Bidders Name)
2001 Butterfield Rd Suite 1120
(Address)
Downers Grove, IL 60515
(City, State, Zip Code)

To: SMC Construction Services
425 Renner Drive, Elgin, IL 60123
Attn: Mr. Josh Campanelli

The undersigned, having inspected the site and familiarized ourselves/myself with the local conditions affecting the cost of the work and all the Contract Documents including Construction Manager's Scope of Work Plan Notes dated February 23, 2023, as well as the Architect's Plans, and Specifications as scheduled on the title sheet all dated As Indicated, and Addenda No. 1, dated 3/7/23, No. _____, dated _____, No. _____, dated _____ as prepared by : Wold Architects & Engineers, 220 North Smith Street, Suite 310, Palatine, IL 60067 and on file in the office of: SMC Construction Services, 425 Renner Drive Elgin, IL 60123

This Bid is submitted to the SMC Construction Services:

Ostrander Construction, Inc.

(An Individual) (A Partnership) (A Corporation) (A Joint-Venture)
of
2001 Butterfield Rd Suite 1120 Downers Grove, IL 60515 630-981-7290
Street Address City State Zip Code Telephone No.

for the Casework Replacement located at Spring Hills Elementary School, and hereby agrees to execute a Contract, furnish satisfactory Certificates and Documents, and complete the referenced project in strict accordance with the Contract Documents. The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form identified in the Contract Documents to complete the Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract time indicated in this Bid. The Bid reflects the Owner's status as a Tax exempt Agency.

Bid Package: Name & Number: #06B Casework
for the lump sum of: Ninety-Four Thousand Dollars and Zero Cents

_____ Dollars (\$ 94,000.00)

this amount constituting my/our base bid.

Check here if you are submitting a combined bid on the next page.

1. COMBINED BID:

Bid Packages: Names & Numbers: _____

for the lump sum of: _____

_____ Dollars (\$ _____)

this amount constituting my/our base bid.

2. BID BREAKDOWN (Required - Failure to complete may result in disqualification of bid):

*** Project Payment will be based on Lump Sum Bid Amount ***

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| Demo | |
| Millwork | |
| General Conditions | |
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| Quantity | Units | Unit Price | Total |
|----------|-------|------------|-----------|
| | | | 10,000.00 |
| | | | 41,675.00 |
| | | | 2,325.00 |
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|-------------|-----------------|--------------|
| Sub - Total | | \$ 54,000.00 |
| Allowance: | <u>General</u> | \$2,500 |
| Allowance: | <u>Flooring</u> | \$8,000 |
| Allowance: | <u>Painting</u> | \$8,000 |
| Allowance: | <u>MEP</u> | \$13,500 |

| | |
|--|---------------------|
| Estimated Insurance Costs for your firms typical base insurance coverage | \$ Inc. _____ |
| Adder for specified insurance coverage | \$ N/A _____ |
| Overhead & Profit | \$ 8,000.00 _____ |
| Total Base Bid (Shall match lump sum bid amount from page 1) | <u>\$ 94,000.00</u> |

| | | | |
|-------------------------------|-----|-----|-----------------------------|
| Circle All That Apply: | | | |
| MBE | WBE | DBE | % of Total Bid Amount _____ |
| Subcontractor / Supplier | | | Estimated Value \$ _____ |

3. ALTERNATE BIDS: *See Specifications for Full Description of Alternates*

| | |
|---|--|
| Voluntary Alternate | Bidder to describe Voluntary Alternate |
| Voluntary Alternate Bid Price add/deduct: | |

4. UNIT PRICES (Required - Failure to complete may result in disqualification of bid):

| | Quantity | Units | Unit Price | Total |
|-----|----------|-------|------------|-------|
| N/A | | | | |

5. BONDING CERTIFICATION:

The undersigned agrees and hereby certifies that his company is 100 percent bondable for performance as well as material and labor payment bonds for said project. The cost of the Bond are included in Base Bid.

6. CONSTRUCTION TIME:

All work will be performed per the attached Construction Manager's Schedule. Each trade contractor will work in sequence within the limits described. Adjustments to the sequence MUST BE SUBMITTED TO THE OWNER AND CONSTRUCTION MANAGER IN WRITING AND must be approved by the Construction Manager. Under no circumstances will the final completion date of the TRADE PACKAGE AS LISTED ON THE SCHEDULE be changed without written approval from the Construction Manager and Owner.

If awarded a Contract, the undersigned agrees to begin construction per construction manager's schedule.

7. RIGHT TO REJECT BIDS AND SIGNING CONTRACT:

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of the bid mailed, telegraphed, or delivered to the undersigned within 60 days after the opening thereof, or at anytime thereafter before this Bid is withdrawn by written notifications, the undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within 10 days after the Contract is presented to him for signature.

8. CERTIFICATION FOR CONTRACT:

The undersigned, as duly authorized representative of the Contractor, hereby certifies to the Board of Education of Roselle School District 12, that regarding this project known as the Roselle School District 12 Casework Replacement Project located at the Spring Hills Elementary School located at 560 S Pinecroft Dr, Roselle, IL 60172:

- 1 The contractor is or will comply with all State of Illinois laws applicable to this project that includes but is not limited to the following:
 - a. Prevailing Wage Act (820 ILCS 130/.01, et seq)
 - b. Drug Free Workplace Act (30 ILCS 580/1, et seq)
 - c. Authorization to do Business in the State of Illinois (805 ILCS 5, et seq)
 - d. Illinois Human Rights Act (775 ILCS 25/2)
 - e. Employment of Illinois Workers on Public Works Act (30 ILCS570/0.01, et seq)
- 2 The Contractor is fully aware of and able to comply with all Local, State and Federal Safety and other laws, codes and regulations applicable for the construction of the Project.
- 3 The Contractor is not currently delinquent in the payment of any tax administered by or owed to Illinois Department of Revenue or otherwise in default upon any such tax as defined by the Illinois Compiled Statutes, or if it is:
 - a. It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
 - b. It has entered into agreement with the department of revenue for payment of all taxes due and is currently in compliance with that agreement.
- 4 The Contractor is not barred from bidding on the Project, or entering into this Contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, or any similar offense of "bid rigging" or "bid rotating" of any state of the United States.
- 5 The Contractor has a written Sexual Harassment Policy in place in full compliance with all applicable state and local laws and policies.

The undersigned further agrees and guarantees the amount set down hereinbefore to be firm for the same 90 days. If the undersigned is not one of the three lowest bidders, the bid deposit may be retained for five days from the date of opening of the bids.

ATTACHMENTS (These documents shall be attached to the bid form):

- Bid Form (1 original and 1 copy)
- Bid Bond /Cashier's Check (1 original and 1 copy)
- Certificate of Insurance or letter from Insurance Agent verifying coverage as required by the Project Documents
- Qualification form
- Contractor Wage breakdown for 2023/2024

IN WITNESS WHEREOF the undersigned Bidder has caused his/its signature and seal to be affixed hereto by its duly authorized officers this 13th day of March, 2023.

Firm Name Ostrander Construction, Inc.

By 

Title Project Manager

Telephone Number 630-981-7290

Official Address 2001 Butterfield Rd suite 1120 Downers Grove, IL 60515

Attest: _____
Secretary

(NOTE: If Bidder is a corporation, the corporate seal must be affixed)

Company Contact for Scope Review Meeting:

Name Dennis Tynan

Phone 630-981-7290

Email dennis@ostrander.biz



Scope Review Form

Project: SD12 Casework Project SHES
 Date: 3/13/2023
 Trade Package: 06B Casework
 Project Manager: Dennis Tynan
 Superintendent: _____
 Letter of Intent to: Dennis Tynan
 Safety Director: _____
 Submittal Coordinator: Dennis Tynan

Company Name: Ostrander Construction
 Contact Name: Dennis Tynan
 Address: 2001 Butterfield Rd, Downers Grove, IL 60515
 Phone: 630-971-2211x116
 Fax: _____
 Cell Phone: 630-981-7290
 Email: dennis@ostrander.biz

Was the project bid per Plans, Specifications, and other bidding Documents?
 Addenda 1 acknowledged? Qualification Form Submitted?
 EMR/Project Safety Reviewed? Labor Rates Submitted?
 Public Bidding Certificates Submitted? Insurance Requirements Reviewed?

Bid Amount: \$94,000 Final Contract Amount: \$ 74,000
 Alternates: N/A

Project Meetings Day and Time: TBD
 Scope review: Allowances - \$32,000 Total

Dumpster Included
Background Check - Discuss w/ owner

Plan review: Carpet Protection / Masonite Included
Existing Finishes will be protected

Schedule Review: NO ISSUES

Additional Items to Price: N/A

SMC Construction Attendees: Josh Campanelli
 Contractor Attendees: Steve Koss, Dennis Tynan
 Other Attendees: _____

Josh Campanelli
 SMC Construction Representative's Signature

[Signature]
 Contractor Representative's Signature



Illinois Department of Revenue

Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, IL 62702
217 782-8881

January 2, 2015

ROSELLE SCHOOL DISTRICT 12
NANCY HEAVINGTON TREASURER
100 E WALNUT
ROSELLE IL 60172

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9997-3324-07
to
ROSELLE SCHOOL DISTRICT 12
of
ROSELLE, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services
Illinois Department of Revenue

RECEIVED IN AO
JAN 08 2015
ROSELLE SD#12