

## VILLAGE OF TOLONO

### NOTICE OF AND AGENDA FOR SPECIAL MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES

Notice is hereby given that there will be a Special Meeting of the Board of Trustees of the Village of Tolono to be held on Tuesday, June 28, 2016 at 5:30 p.m. at the Village Hall located at 507 W. Strong Street, Tolono, Illinois.

The Special Meeting will be limited to only the item(s) listed on the Agenda appearing below:

#### AGENDA

Special Meeting of the Board of Trustees  
Village of Tolono, Illinois

June 28, 2016  
5:30 p.m.

- I. Call meeting to order
  
- II. Roll call  
President Holt\_\_\_ Clerk Dixie Phillips\_\_\_ Trustee Anderson\_\_\_ Trustee Golish\_\_\_  
Trustee Miller\_\_\_ Trustee Murphy\_\_\_ Trustee Stuber\_\_\_
  
- III. Pledge of Allegiance
  
- IV. Public Comment
  
- V. Consideration of approval of a contract with or without change order(s) for the demolition of the old fire station in anticipation of a new police station on E. Main St Tolono, IL
  
- VI. Consideration of a motion to enter into Executive Session for the specific purpose of conducting interviews to select a person to fill the public office of Treasurer for the Village of Tolono. [5 ILCS 120/2(c)(3)]
  
- VII. Adjourn Meeting



# Document A101™ – 2007

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

**AGREEMENT** made as of the 10 day of June in the year 2016  
(In words, indicate day, month and year.)

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

Village of Tolono  
PO Box 667  
507 W Strong  
Tolono, IL 61880-0667

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

Meuser Construction & Excavation  
530 East Meuser Drive  
Paxton, IL 60957

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

Tolono Fire Station Demolition.  
205 E. Main St.  
Tolono, IL 61880

Demolition of the former fire station building facility, associated site and utility work, site preparation work for a future building facility and includes lawful disposal of all debris and materials.

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

Farnsworth Group, Inc.  
2211 West Bradley Avenue  
Champaign, IL 61821  
(217) 352-7408

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.

AIA Document A201™–2007, 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
- 10 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 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.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages 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 thirty ( 30 ) 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. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Init.

**Portion of Work**

**Substantial Completion Date**

N/A

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**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 Eighteen Thousand Dollars (\$ 18,000 ), 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 the bidding or proposal documents permit the Owner to accept other alternates 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.)*

None

**§ 4.3** Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
None		

**§ 4.4** Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
None	

**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:

N/A

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 1st day of the following 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 thirty ( 30 ) 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, unless objected to by the Architect, 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 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 Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .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 Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 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  
*(Section 9.8.5 of AIA Document A201–2007 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 Section 9.10.3 of AIA Document A201–2007.

§ 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 Sections 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.)*

§ 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 Section 12.2.2 of AIA Document A201–2007, 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:

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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 Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows: *(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**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 A201–2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** 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.)*

%

**§ 8.3** The Owner’s representative:

*(Name, address and other information)*

Mr. Jeff Holt  
Village of Tolono President  
PO Box 667  
507 W Strong  
Tolono, IL 61880-0667  
(217) 485-5212

**§ 8.4** The Contractor’s representative:

*(Name, address and other information)*

Steven Meuser  
 Meuser Construction & Excavation  
 530 East Meuser Drive  
 Paxton, IL 60957  
 (217) 379-4681

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

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 7300 of the Project Manual	Supplementary Conditions	03/30/16	00 7300-1 through 00 7300-18

§ 9.1.4 The Specifications:

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

All specifications as included in the Project Manual for Tolono Fire Station Demolition dated March 30<sup>th</sup>, 2016. See Exhibit A – Table of Contents attached.

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

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

All drawings as included in the Tolono Fire Station Demolition Bid Documents dated March 30<sup>th</sup>, 2016. See Exhibit B attached.

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	04/08/16	2 pages + 2 spec sections + 1 attachment
2	04/12/16	1 page + 1 attachment

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

*(Paragraphs deleted)*

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 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.)

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
As stipulated in AIA Document A201-2007 and amended in Specification Section 00 7300 – Supplementary Conditions	As stipulated in AIA Document A201-2007 and amended in Specification Section 00 7300 – Supplementary Conditions

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)

STEVEN AL FOUSEQ - PRESIDENT  
(Printed name and title)



Exhibit A

VILLAGE OF TOLONO, ILLINOIS  
TOLONO FIRE STATION DEMOLITION

FGI PROJECT NO. 0160048.00

**SECTION 00 0110 - TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS

Division 00 -- Procurement and Contracting Requirements

- 00 0105 - Certifications Page
- 00 0110 - Table of Contents
- 00 0115 - List of Drawing Sheets
- 00 1113 - Advertisement for Bids
- 00 2113 - Instructions to Bidders
- 00 3100 - Available Project Information
- 00 4100 - Bid Form
- 00 5000 - Contracting Forms and Supplements
- 00 7200 - General Conditions
- 00 7300 - Supplementary Conditions

SPECIFICATIONS

Division 01 -- General Requirements

- 01 1000 - Summary
- 01 3000 - Administrative Requirements
- 01 4000 - Quality Requirements
- 01 5000 - Temporary Facilities and Controls
- 01 5713 - Temporary Erosion and Sediment Control
- 01 7000 - Execution and Closeout Requirements
- 01 7800 - Closeout Submittals

Division 02 -- Existing Conditions

- 02 4100 - Demolition

Division 11 -- Equipment

Division 31 -- Earthwork

- 31 1000 - Site Clearing
- 31 2200 - Grading
- 31 2323 - Fill

**END OF SECTION**

**Exhibit B**

VILLAGE OF TOLONO, ILLINOIS  
TOLONO FIRE STATION DEMOLITION

FGI PROJECT NO. 0160048.00

**DRAWING INDEX**

ARCHITECTURAL

COVERSHEET

AD1.1          DEMOLITION DRAWINGS, NOTES AND IMAGES

**END OF SECTION**

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DRAWING INDEX

# **AIA® Document G701™ – 2001**

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Tolono Fire Station Demolition 205 East Main Tolono, IL 61880	<b>CHANGE ORDER NUMBER:</b> 01  <b>DATE:</b> June 16, 2016 Revised: June 22, 2016	<b>OWNER:</b> <input checked="" type="checkbox"/>  <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/>  <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Meuser Construction & Excavation 530 East Meuser Dr. Paxton, IL 60957	<b>ARCHITECT'S PROJECT NUMBER:</b> 0160048.00  <b>CONTRACT DATE:</b> 06/10/16  <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

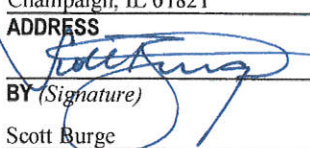
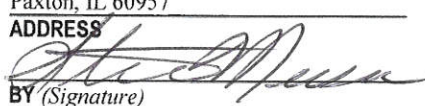
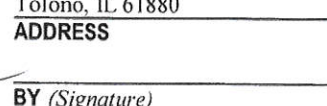
*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*  
 If any unexpected asbestos is found that is friable, it shall be the responsibility of the Owner to have the materials tested and removed.

The original Contract Sum was	\$ 18,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 18,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 18,000.00

The Contract Time will be increased by Zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is 30 days after construction commencement.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Farnsworth Group, Inc. <b>ARCHITECT</b> <i>(Firm name)</i>  2211 West Bradley Avenue Champaign, IL 61821 <b>ADDRESS</b>   <b>BY</b> <i>(Signature)</i>  Scott Burge <i>(Typed name)</i>  6/22/16 <b>DATE</b>	Meuser Construction & Excavation <b>CONTRACTOR</b> <i>(Firm name)</i>  530 East Meuser Dr. Paxton, IL 60957 <b>ADDRESS</b>   <b>BY</b> <i>(Signature)</i>  Steve Meuser <i>(Typed name)</i>  6-23-16 <b>DATE</b>	City of Tolono <b>OWNER</b> <i>(Firm name)</i>  507 West Strong Tolono, IL 61880 <b>ADDRESS</b>   <b>BY</b> <i>(Signature)</i>  Jeff Holt <i>(Typed name)</i>  <b>DATE</b>
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