

**RIDER TO THE STANDARD FORM OF AGREEMENT
BETWEEN THE BOARD OF LIBRARY TRUSTEES OF
THE VILLA PARK PUBLIC LIBRARY (THE "OWNER") AND
_____ (THE "CONSTRUCTION MANAGER")
DATED _____, 2025**

The following provisions, notwithstanding any provisions to the contrary, amend and replace the terms of the Standard Form of Agreement Between Owner and Construction Manager as Adviser - AIA Document C132 - 2019 Edition (the "Agreement"), and any provisions in the sections as numbered below which are in conflict with or inconsistent with any of the same provisions in said Standard Form of Agreement, the provisions in said Agreement shall be void to the extent of such conflict or inconsistency and the terms of this Rider shall control. Where any provision of the Agreement is modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect.

ARTICLE 2. CONSTRUCTION MANAGER'S RESPONSIBILITIES

2.1 After the first sentence in Section 2.1 insert the following new Paragraph:

"The Construction Manager has been engaged to provide professional construction management services because of the Construction Manager's character, expertise, experience and qualifications in dealing with projects of similar scope. The Construction Manager shall exercise skill and care consistent with the expertise, experience and qualifications of construction management professionals necessary for the successful performance in a timely manner of this Project. The Construction Manager also represents that it is knowledgeable in public library construction and shall exercise reasonable care and skill to comply with all applicable federal and state laws, rules and regulations adopted by any agency with authority over the construction of public library facilities."

2.5 Delete Section 2.5 in its entirety and insert the following:

"The Owner shall identify a liaison between the Board of Library Trustees of the Villa Park Public Library and the Construction Manager to facilitate the administrative and day- to-day management issues relating to the Project. The Construction Manager acknowledges that the Owner is an Illinois public body that can only be contractually bound by an affirmative vote of the Board of Library Trustees. The Owner shall not unreasonably delay its vote to approve or disapprove necessary items in relation to the completion of this Project."

2.8 Delete Sections 2.8 and 2.8.1 through 2.8.8 in their entirety and insert the following new Section 2.8:

"The Construction Manager shall carry worker's compensation and commercial general liability insurance in the amounts set forth below and furnish the Owner with Certificates of Insurance and endorsements prior to commencing with Work. All such insurance shall

be carried with companies satisfactory to the Owner. The Construction Manager shall have the following obligations with regard to insurance coverage for the Work under the Contract:

- a. All Certificates of Insurance required to be obtained by the Construction Manager shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least Thirty (30) Days prior written notice given to the Owner. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name the Owner and its officers, agents and employees as additional insureds on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
- b. All insurance required of the Construction Manager shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
- c. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (1) allowing work by Construction Manager to start before receipt of Certificates of Insurance;
 - (2) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Construction Manager agrees that the obligation to provide insurance is solely the Construction Manager's responsibility and cannot be waived by any act or omission of the Owner.

- d. The purchase of insurance by the Construction Manager under this Contract shall not be deemed to limit the liability of the Construction Manager in any way, for damages suffered by Owner in excess of policy limits or not covered by the policies purchased.
- e. The Construction Manager shall notify the Owner, in writing, of any possible or potential claim for personal injury or property damage arising out of the Work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Construction Manager.
- f. The Construction Manager shall provide insurance acceptable to the Owner.

Unless Owner agrees to accept any other types and amounts of insurance coverage, Construction Manager shall purchase and maintain insurance that includes the following types and amounts of coverage as follows:

1. Worker's Compensation:

- a. Statutory Requirements. Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors in accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Owner and the waiver of subrogation attached to the certificate of insurance.
- b. Employer's Liability
 - i. Each accident \$1,000,000
 - ii. Disease-policy limit \$1,000,000
 - iii. Disease-each employee \$1,000,000

2. Commercial General Liability. Commercial General Liability (including Premises-Operations; Independent Contractors; Products and Completed Operations: Broad Form Property Damage):

- a. Occurrence General Aggregate \$3,000,000
- b. Products – Comp. OP Aggregate \$1,000,000
- c. Personal and Adv. Injury \$1,000,000
- d. Each Occurrence \$1,000,000
- e. Fire Damage \$ 50,000
- f. Medical Expenses – any one person \$ 5,000

Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Construction Manager shall continue to provide evidence of such coverage to the Owner on an annual basis during the two-year period.

3. Umbrella Excess Liability:

Each Occurrence/Aggregate \$5,000,000

4. Comprehensive Automobile Liability:

- a. Any auto – combined single limit \$1,000,000
- b. All owned – bodily injury (per person) \$1,000,000
- c. Hired – Property Damage \$1,000,000

5. Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000.00).

- g. The Construction Manager further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against the Construction Manager's contractual liability hereunder and to indemnify the Owner and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional named insured the following entities:

The Board of Library Trustees of the Villa Park Public Library and its officers, agents and employees.

ARTICLE 3. SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

3.2 Preconstruction Phase

3.2.17 At the end of Section 3.2.17 insert the following: "The Construction Manager shall establish procedures to require all Prime Contractors and their Subcontractors to comply with all federal, state, and local laws, statutes, ordinances and rules and regulations including but not limited to the Illinois Prevailing Wage Act and the Illinois Human Rights Act. Prime Contractors must have sexual harassment policies in place and agree that their contracts shall be performed in compliance with all other applicable requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Prime Contractors and their subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The Construction Manager shall maintain, and establish procedures that require that the Prime Contractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Prime Contractors and their subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Prime Contractors and their subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under their contracts."

3.2.20 After the first sentence in Section 3.2.20 insert the following new provisions: "All Prime Contracts for construction Work on the Project shall be obtained through the public bidding procedures required under the Illinois Local Library Act, including Section 5-5 (75 ILCS 5/5-5).

The Construction Manager shall analyze and/or evaluate each of the submitted bids from the prospective bidders for the Work on the Project to determine the lowest responsible bidder for each of the categories of Work on the Project and shall advise the Owner of its evaluation accordingly.”

3.2.22 In the first sentence of Section 3.2.22 delete the phrase “assist the Owner in preparing” and replace with the phrase “prepare, subject to Owner’s approval,”.

3.3 Construction Phase Administration of the Construction Contract

3.3.12.2.2 After the last sentence in Section 3.3.12.2.2 insert the following new paragraph:

"The Construction Manager in cooperation with the Architect, shall obtain from each of the Prime Contractors with each Application for Payment, a properly completed Affidavit setting out, under oath, the name, address and amount due or to become due to each Subcontractor and/or any other appropriate party included in that payment. For every party listed, the Prime Contractor shall also provide a full or partial waiver of lien, as appropriate, before payment shall be made by the Owner. The Prime Contractor’s partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanic’s lien waivers and sworn Certificates shall not be issued without such mechanic’s lien waivers and sworn statements unless they are conditioned upon receipt of such waivers and statements."

3.3.12.3 Delete the first sentence in Section 3.3.12.3 and replace with the following: “The Construction Manager’s certification for payment shall constitute a representation by the Construction Manager to the Owner, pursuant to the Construction Manager’s obligations under this Agreement, and based on the data comprising the Contractor’s Application for Payment, that the Work of the respective Prime Contractor has progressed to the point indicated; that, in the Construction Manager’s professional judgment, that the quality of the Work, as observed, is in accordance with the Contract Documents, subject only to any specific qualifications noted in the Certificate of Payment; and that the Prime Contractor is entitled to payment in the amount certified. The Construction Manager’s certification shall not be construed to guarantee that all Work has been done without defects. The Construction Manager shall exercise its best efforts to monitor payments by the Prime Contractors to subcontractors who perform the Work on the Project and/or whose names appear on the Contractor’s sworn affidavit, request for payment or schedule of values, through lien waivers and job meetings, to determine whether payments have been made in accordance with the Contractor’s sworn statement and the lien waivers presented. The Construction Manager shall promptly notify the Owner of any complaints received from subcontractors, material or supply companies concerning non-payment or delayed payment and shall advise and assist the Owner in resolving payment problems expeditiously in order, where possible, to avoid delays in the Work.”

3.3.12.4 In Section 3.3.12.4 delete the following phrase at the end of the paragraph: “; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum”.

3.3.14 In the first line of Section 3.3.14 after the word “shall” insert the following phrase: “observe each of the Contractors of construction to determine if their work is in general conformance with their contract and”.

3.3.15 After the first sentence of Section 3.3.15 insert the following new sentence: “The Construction Manager shall endeavor to obtain satisfactory performance from each of the Prime Contractors on the Project and shall endeavor to guard the Owner against defects and deficiencies in their Work on the Project.”

ARTICLE 5 OWNER’S RESPONSIBILITIES

5.5 Delete Section 5.5 in its entirety and replace with the following: The Owner shall designate a liaison between the Board of Library Trustees and the Construction Manager to facilitate the administrative and day- to-day management issues relating to the Project. The Construction Manager acknowledges that the Owner is an Illinois public body that can only be contractually bound by an affirmative vote of the Board of Library Trustees. The Owner shall not unreasonably delay its vote to approve or disapprove necessary items in relation to the completion of this Project."

ARTICLE 8 CLAIMS AND DISPUTES

8.1 General

8.1.1 Delete Section 8.1.1 in its entirety.

8.1.3 Delete Section 8.1.3 in its entirety and replace with the following: “To the fullest extent permitted by Illinois law, the Construction Manager shall indemnify and hold harmless the Owner and its officers, employees and agents, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character caused by, resulting from, arising out of or occurring in connection with the Construction Manager’s performance of Work under this Contract on the Project, provided that any such lawsuit, action, cost, claim or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by the negligent act, misconduct or omission of the Construction Manager or anyone or entity directly or indirectly employed by the Construction Manager for whose acts the Construction Manager may be liable.

8.1.4 Delete Section 8.1.4 in its entirety and replace with the following: “Notwithstanding any provision to the contrary, unless otherwise authorized by Owner’s insurance carrier, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it, or its insurance carrier may have against the Construction Manager,

Architect, Prime Contractor, Subcontractor of any tier, or any of their employees, agents, consultants, officers and directors.”

8.3 Arbitration

Delete Section 8.3 in its entirety.

11.7 Payments to the Construction Manager

11.7.2 Delete Section 11.7.2 in its entirety and replace with the following: "Payments are due and interest on late payments shall be charged pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The Owner and Construction Manager shall negotiate in good faith to work out a mutually agreeable payment schedule consistent with the above referenced Act."

FOR: OWNER

**BOARD OF LIBRARY TRUSTEES
OF THE VILLA PARK PUBLIC
LIBRARY**

By: _____
President, Board of Library Trustees

ATTEST:

By: _____
Secretary, Board of Library Trustees

FOR: CONSTRUCTION MANAGER

By: _____

Its: _____

ATTEST:

By: _____

Its: _____