

# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**THIS AGREEMENT** is made effective as of this THIRD day of JUNE in the year of 2025.

**BETWEEN** the Owner:

Champaign County  
1776 E. Washington St.  
Urbana, IL 61802

**AND** the Contractor:

Valley Security  
660 Schneider Drive  
South Elgin, IL 60177

**Owner and Contractor agree as follows:**

**For the following Project:**

<b>PROJECT NUMBER:</b>	<u>2025-004</u>
<b>PROJECT TITLE:</b>	<u>Juvenile Detention Center – Lockable Screen Doors</u>
<b>BOND AMOUNT:</b>	<u>10% of base bid</u>
<b>LOCATION ADDRESS:</b>	<u>400 Art Bartell Road; Urbana, IL 61801</u>

Where the basis of payment is a

STIPULATED SUM

**DATE OF COMMENCEMENT:** The date of commencement shall be the date of this agreement, or as follows:

Commencement Date: June 3, 2025

**3.2.** Subject to adjustments of the Contract Time as provided in the Contract documents, the Contractor shall achieve Substantial Completion of the entire Work not later than:

**DATE OF SUBSTANTIAL COMPLETION:** October 31, 2025

(DATE) or (DAYS) CONSECUTIVE CALENDAR DAYS FROM THE DATE OF COMMENCEMENT ABOVE, 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.)*

**3.2.1.** 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

**OWNER AND CONTRACTOR AGREE THAT TIMELY COMPLETION OF THE WORK IS OF THE ESSENCE IN THIS AGREEMENT.**

#### **ARTICLE 4: BASE BID AND CONTRACT SUM**

**4.1.** Contractor's base bid was as the sum of ONE HUNDRED AND SIXTEEN THOUSAND NINE HUNDRED AND FIFTY Dollars (\$116,950.00)

ITEM NO.	UNITS AND LIMITATIONS	PRICE PER UNIT (\$0.00)

**4.6.** The Contract Sum **includes** the following negotiated additional items, if any, which are hereby accepted by Owner:

*(Insert the item, description and amount.)*

DESCRIPTION	AMOUNT

**4.7.** Labor rates for purposes of change orders are as follows:

*(Either list the agreed upon labor rates or attach the labor rates as an exhibit and insert the following language: "Labor rates for additional work are set forth in Exhibit \_\_\_ attached hereto and incorporated herein by reference.")*

**Labor rates cannot be modified without Owner's written approval. Failure to provide labor rates in a timely manner will result in Owner utilizing its approved labor rates which may be different than Contractor's labor rates.**

**4.8.** Liquidated damages, if any:

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

## **ARTICLE 5: PROGRESS PAYMENTS**

**5.1.** Applications for payment and progress payments shall be processed in accordance with the General Conditions. Based upon Applications for Payment submitted to Owner by Contractor in accordance with the Contract Documents and Certificates for

**5.5.4.** Subtract the aggregate of previous payments made by Owner to Contractor; and

**5.5.5.** Subtract amounts, if any, which Owner may withhold pursuant to the Contract Documents.

**5.6. Retainage.** The progress payment amount determined in accordance with Paragraph 5.5 shall be further modified under the following circumstances:

**5.6.1.** For each progress payment made prior to Substantial Completion of Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

**Retainage:** Ten Percent (10%);

According to State Law

**5.6.1.1** The following items are not subject to retainage:

*(insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

According to State Law

**5.6.2.** Reduction or limitation of retainage, if any, shall be as follows:

*(insert reduction or limitations of retainage, if any.)*

According to State Law

**5.7.** Owner and Contractor agree that payments due under the Contract Documents shall not bear interest.

**5.8.** Payment by Owner to Contractor of any monies pursuant to this Paragraph shall not constitute a waiver of any remedies which Owner may otherwise have against Contractor for any failure of Contractor to perform in accordance with the Contract Documents.

damages) for the Work actually and properly performed by Contractor as of the date of termination, measured by the percentage of completion achieved by Contractor in connection with each applicable work category as set forth in the Schedule of Values.

**7.3. Termination by Owner for Convenience.** In addition to the reasons set forth in the Section 7.1 above, Owner may terminate this Agreement without cause (at any time) upon seven (7) days' written notice to Contractor. In the event Owner so terminates this Agreement, Contractor shall be entitled to payment for the Work actually and properly performed by Contractor as of the date of the written notice of termination, measured by the percentage of completion achieved by Contractor in connection with each applicable work category as set forth in the Schedule of Values. Further, in the event Owner so terminates this Agreement, Owner agrees to pay for services, materials and supplies ordered by Contractor prior to the date of written notice of termination, for use in connection with the Project, and necessary for the reasonable discharge of Contractor's responsibilities under this Agreement, or, if applicable, cancellation charges for such services, materials and supplies, to the extent such services, materials and supplies cannot be discontinued by Contractor without cost or penalty upon notice of termination and for the reasonable value (based on purchase or rental as applicable) of any equipment retained by Owner and the reasonable costs of cleanup, removal of debris and removal of equipment, trailers and machinery used at the site of the Project incurred as a result of the termination. Any termination of this Agreement by Owner for cause that is later determined to be unjustified shall be treated as a termination for convenience.

**7.4. Suspension by Owner.** Owner may order Contractor to suspend, delay or interrupt the Work, in whole or in part, for any reason and for such period of time as Owner may determine. Upon resumption of the work, an adjustment shall be made for any increases in the cost of performance of the Work, including profit on the increased cost of performance resulting from the suspension, delay or interruption ordered by Owner. However, no adjustment shall be made to the extent:

(1) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

(2) that an equitable adjustment is made or denied under another provision of the Contract Documents (except as to costs and expenses paid by Contractor to its Subcontractors and materialmen).

**7.5. Suspension by Contractor.** Contractor may suspend the performance of the Work under this Agreement if Owner fails to make payment to Contractor of any amounts

have the duty to mitigate all such damages resulting from such termination. Contractor shall be entitled to no other costs, damages or expenses in connection with the termination of this Agreement except as provided by law.

**7.8. Sole Remedy.** Contractor's sole and exclusive rights in the event of termination or suspension shall be those set forth in this Article, and Contractor shall be entitled to no additional compensation and shall have no additional or other rights of any kind, type or nature arising out of or under this Agreement by virtue of such termination or suspension.

**7.9. Drawings.** Upon termination of this Agreement for any reason, Contractor shall within seven (7) days after the date of the notice of termination, deliver to Owner, at no additional charge, a complete set of all original Drawings, Specifications, operations and maintenance manuals, Coordination Drawings, Submittals, shop drawings, and CAD files prepared for the Project by or through Contractor prior to the date of termination. Upon delivery of such documents, Contractor, for itself and on behalf of its Subcontractors, assigns to Owner any intellectual property rights that Contractor or its Subcontractors may have in such original Drawings and Owner shall have the right to use such documents and the ideas and designs contained therein for the completion of the Project and for information and reference in connection with Owner's use and occupancy of the Project without compensation to Contractor (except as otherwise provided herein) provided such termination has occurred in accordance with this Article 7.

## **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.** This Standard Form of Agreement Between Owner and Contractor.

**8.1.2.** The Champaign County General Conditions of Contract and all exhibits attached thereto (the "General Conditions").

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

to form part of the Contract Documents is set forth in Exhibit \_\_\_\_ attached hereto and incorporated herein by reference.”)

## **ARTICLE 9: EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION**

**9.1.** Contractor warrants that in any contract for Work or services performed in connection with the Project, Contractor (which term for purposes of this Article 9 only shall include the Contractor, any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity related to the Contractor by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended), its employees, contractors, subcontractors, and material 9 suppliers shall comply with all applicable federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination (the “Laws”). Moreover, Contractor shall contractually require its subcontractors and material suppliers to comply with the Laws. Neither Contractor nor any of its subcontractors shall contract with any party known to have been found in violation of the Laws. Additionally, Contractor shall use reasonable and good faith efforts to ensure that minority and women business enterprises and qualified ethnic minorities and women have a meaningful opportunity to participate in the Work. Contractor will routinely meet with and report its efforts in these areas to Owner. Contractor will work cooperatively with Owner’s Office to document its good faith efforts and to address areas of concern, if any.

## **ARTICLE 10: MISCELLANEOUS PROVISIONS**

**10.1.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended or modified only by a written instrument executed by Owner and Contractor.

**10.2.** Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of Owner which may be granted or withheld in its sole discretion. Owner may assign and/or transfer its interest in this Agreement at any time

(a) without the consent of Contractor to any affiliate of Owner, and/or to any partnership or joint venture in which Owner or its affiliate shall be a general partner or a venturer, and;

(b) with the consent of Contractor, which consent shall not be unreasonably withheld or delayed, to any other person or entity; provided, however, that in the event of any assignment or transfer pursuant to (a) or (b) above, Owner shall be

WHEREFORE, this Agreement is entered into as of the day and year first above written.

**OWNER**

Champaign County  
1776 E. Washington St.  
Urbana, IL 61802

[Name] Shannon L. Soley

[Title] Director

[Date] 6/3/25

**CONTRACTOR**

Valley Security  
660 Schneider Drive  
South Elgin, IL 60177

[Name] Map M. M. M.

[Title] Project Manager/Estimator

[Date] 6/3/2025