

January 21, 1971

Minutes of the special meeting of the Board of Directors  
of the Skokie Public Library, held January 21, 1971, at 7:30  
p.m. in the Conference Room.

Members present: Mrs. Diana Hunter, Donald Kraft,  
Richard Lindberg, Mrs. Selma Petty and Rabbi Karl Weiner,  
Miss Mary Radmacher, Chief Librarian.

Also present: Mr. Vincent Cameron, Architect from  
Hammond and Roesch, Inc. and Mr. Robert Di Leonardi, the  
Board's Counsel.

Rabbi Weiner called the meeting to order at 7:40 p.m.

Following discussion of an agreement between the  
Skokie Public Library Board and the Secretary of State for  
\$97,034.00 of LSCA money, Mrs. Hunter moved the adoption  
of the resolution entitled, "Resolution of the Board of Library  
Directors of the Village of Skokie Authorizing Public Library  
Construction Agreement with State Librarian, and which  
reads as follows:

*Selma Petty*

RESOLUTION OF THE BOARD OF LIBRARY  
DIRECTORS OF THE VILLAGE OF SKOKIE  
AUTHORIZING PUBLIC LIBRARY CON-  
STRUCTION AGREEMENT WITH STATE  
LIBRARIAN

---

WHEREAS, the Board of Library Directors of the Village of Skokie did apply for federal funds to aid in the cost of constructing the East Expansion of the Skokie Public Library; and

WHEREAS, said federal funds are allotted by the United States Department of Health, Education and Welfare to the State of Illinois and administered by the Secretary of State of Illinois who is also the State Librarian; and

WHEREAS, both the United States Department of Health, Education and Welfare and the Secretary of State of Illinois have approved said application and have allotted \$ 97,034<sup>00</sup> of federal funds for such construction but require a written agreement before such funds may be disbursed to the Library.

NOW, THEREFORE, BE IT RESOLVED by the Board of Library Directors of the Village of Skokie, that the President, Treasurer and Secretary of the Board be and they are hereby authorized and directed to execute and deliver the agreement attached hereto entitled "Public Library Construction Grant Agreement", which agreement is in all respects hereby approved, between this Board and the State Librarian-Secretary of State of Illinois.

Motion was seconded by Mr. Kraft and, on roll call vote the following was recorded: Mrs. Hunter, yes; Mr. Kraft, yes; Mr. Lindberg, yes; Mrs. Petty, yes. Rabbi Weiner declared the motion passed and the resolution adopted.

Mrs. Petty, Secretary of the Board, read the proposed resolution for awarding the contract for construction of the east expansion, following which she moved for the adoption of the resolution entitled, "Resolution of the Board of Library Directors of the Village of Skokie Awarding Contract for Construction of Skokie Public Library East Expansion," and which reads as follows:

RESOLUTION OF THE BOARD OF LIBRARY  
DIRECTORS OF THE VILLAGE OF SKOKIE  
AWARDING CONTRACT FOR CONSTRUCTION  
OF SKOKIE PUBLIC LIBRARY EAST EXPANSION

WHEREAS, the Board of Library Directors of the Village of Skokie, Illinois, did invite sealed bids returnable December 3, 1970, for the general contract for the complete construction of the Skokie Public Library East Expansion in accordance with certain drawings, plans and specifications prepared by architects Hammond and Roesch; and

~~WHEREAS, said invitation was given in all respects as required by law; and~~

WHEREAS, twelve (12) sealed bids for said work were received, publicly opened and read aloud by the said Board of Library Directors; and

WHEREAS, said Board of Library Directors did thereafter review and study each of said bids and bidders to determine the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the Board of Library Directors of the Village of Skokie, Illinois, as follows:

1. It is hereby determined that E. W. CORRIGAN CONSTRUCTION CO., a corporation, 8 South Michigan Avenue, Chicago, Illinois, is the lowest responsible bidder.
2. The general contract for the complete construction of the Skokie Public Library East Expansion, in accordance with those certain drawings, plans and specifications prepared by architects Hammond and Roesch, be and the same is hereby awarded to said E. W. CORRIGAN CONSTRUCTION CO.

3. The President and Secretary of the Board of Library Directors be and they are hereby authorized and directed to execute and deliver a written contract for said construction in the form attached hereto as Exhibit A, made a part hereof and incorporated herein by reference, entitled "Standard Form of Agreement Between Owner and Contractor" (AIA Document A101, September 1967 Edition); provided, however, that said successful bidder shall furnish satisfactory proof of Performance and Labor and Material Payment Bonds, and insurance and all other submittals as required by paragraph 9 of the bid specifications.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

**Standard Form of Agreement Between  
Owner and Contractor**

where the basis of payment is a

**STIPULATED SUM**

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

AGREEMENT

made this 21<sup>ST</sup> day of JANUARY in the year of Nineteen  
Hundred and SEVENTY ONE

**BETWEEN** The Board of Library Directors of the Village of Skokie,  
Cook County, Illinois, 5215 Oakton Street, Skokie, Illinois 60076

the Owner, and

E. W. Corrigan Construction Co., An Illinois Corporation, 8 South  
Michigan Avenue, Chicago, Illinois 60603

the Contractor.

The Owner and the Contractor agree as set forth below.

GENERAL CONTRACT WORK

ARTICLE 1

**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

**THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for **The Skokie Public**  
*(Here insert the caption descriptive of the Work as used on other Contract Documents.)*

**Library East Expansion, 5215 Oakton Street, Skokie, Illinois**

ARTICLE 3

**ARCHITECT**

The Architect for this Project is **Hammond and Roesch, Incorporated**  
**332 South Michigan Avenue**  
**Chicago, Illinois 60604**

ARTICLE 4

**TIME OF COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced **On or about February 1, 1971**

and completed **April 25, 1972 (450 Calendar Days)**

*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

ARTICLE 5

**CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of **\$2,159,327.00**

**TWO MILLION, ONE HUNDRED FIFTY-NINE THOUSAND, THREE HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS**

*(State here the lump sum amount, unit prices, or both, as desired.)*

ARTICLE 6

**PROGRESS PAYMENTS**

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 in the Conditions of the Contract as follows:

On or about the **Tenth** day of each month **Ninety (90)** per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **Ninety (90)** per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the **First** day of that month, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **Ninety (90)** per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

*(Here insert any provisions made for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)*

The Owner, at the time **fifty percent (50%)** of the work has been completed, may reduce the retained amount to **five percent (5%)**, provided that in the judgement of the Architect, proper performance and satisfactory progress is being made in the work.



## ARTICLE 7

### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor **Thirty (30)** days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

8.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

8.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, Conditions of the Contract (General, Supplementary, other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

#### SPECIFICATIONS:

Project Manual, dated October 30, 1970;  
General Conditions, Supplementary General Conditions, and Divisions  
Nos. 1 through 16 inclusive.

#### DRAWINGS:

Architectural Drawings, A-1 through A-24 inclusive,  
Structural Drawings, S-1 through S-7 inclusive,  
Mechanical Drawings, MPE-1, M-1 through M-6 inclusive,  
Plumbing Drawings, MP-4, P-5 and P-1 through P-3 inclusive,  
Electrical Drawings, E-1 through E-6 inclusive  
All Dated October 30, 1970

#### ADDENDA:

Addendum No. 1, dated November 23, 1970  
Addendum No. 2, dated November 25, 1970

#### BID PROPOSAL FORM:

Pages C/1 to C/6 inclusive, dated December 3, 1970

#### COMPLIANCE WITH FEDERAL LAWS:

Contractor represents and warrants that it and all of its subcontractors will comply with the Civil Rights Act of 1964, the prevailing wage rates per Wage Determinations supplied from time to time by Federal Agencies (a copy of which shall be posted at all times within the project where it can be inspected by project employees), and will comply with United States Labor Standards as issued from time to time.

This Agreement executed the day and year first written above.

OWNER THE BOARD OF LIBRARY DIRECTORS OF THE VILLAGE OF SKOKIE,  
COOK COUNTY, ILLINOIS. CONTRACTOR E. W. CORRIGAN CONSTRUCTION CO.,  
AN ILLINOIS CORPORATION

BY: Karl Wilkins  
President

BY: E. W. Corrigan  
President

ATTEST: Delma Petty  
Secretary

ATTEST: Paul Murray  
Secretary

Mrs. Hunter seconded the motion and, on roll call vote, the following was recorded: Mrs. Hunter, yes; Mr. Kraft, yes; Mr. Lindberg, yes; Mrs. Petty, yes. Rabbi Weiner declared the motion passed and resolution adopted.

Mr. Di Leonardi said that regarding liability insurance, he is satisfied it is all satisfactory and the limits are proper. Builders risk insurance will be taken out by the contractor prior to construction and within the next couple of days will supply some proof with payment and performance bonds.

Mr. Di Leonardi also reminded the Board of the Act passed in the last Illinois Legislature stating that any Municipality with a population of over 50,000 that does not have a regular election at the time of the expiration of Trustees terms, must have a special election, and the Village of Skokie has conceded and are willing to hold a special election. A copy of a resolution the Village Board will pass on Monday, January 25, calling for special election April 20, 1971 for Commissioners of the Skokie Park District and Members of the Board of Library Directors was distributed to each member. Following discussion Mr. Lindberg moved the adoption of the following resolution entitled, "Resolution of the Board of Library Directors of the Village of Skokie Relative to Special Election to Fill Vacancies," which reads as follows:

RESOLUTION OF THE BOARD OF LIBRARY  
DIRECTORS OF THE VILLAGE OF SKOKIE  
RELATIVE TO SPECIAL ELECTION TO  
FILL VACANCIES

WHEREAS, the six-year terms of office of Library Directors Selma Petty and Donald Kraft will expire in April, 1971; and

~~WHEREAS, the Village of Skokie has regular elections every four years, but not in 1971; and~~

WHEREAS, Illinois Revised Statutes (1969), Chapter 81, Section 4-3.1 requires that in such cases the Village shall conduct a special election to fill vacancies for any six-year term of office.

NOW, THEREFORE, BE IT RESOLVED by the Board of Library Directors of the Village of Skokie, Cook County, Illinois, that it does hereby make formal request to the President and Board of Trustees of the Village of Skokie to cause a special Village election to be held at some time prior to the expiration in April, 1971 of the current terms of office of Library Directors Selma Petty and Donald Kraft, in order that the vacancies created by such expiration will be filled in the manner required by law.

Mrs. Hunter seconded the motion and, on roll call vote the following was recorded: Mrs. Hunter, yes; Mr. Kraft, yes; Mr. Lindberg, yes; Mrs. Petty, yes. Rabbi Weiner declared the motion passed and the resolution adopted.

The Librarian advised the Board the contractor will be ready to break ground Tuesday morning, January 26. Discussion of the ground breaking ceremony followed and Rabbi Weiner asked Mrs. Petty and Mrs. Hunter to make plans for it.

Mr. Di Leonardi advised the Board he will write E. W. Corrigan Company January 22 formally telling them they have been awarded the contract by the Skokie Public Library and they should now proceed.

Meeting adjourned at 8:20 p.m.

---

Selma Petty - Secretary



# VILLAGE OF SKOKIE

5127 OAKTON STREET • SKOKIE, ILLINOIS 60076 • Orchard 3-0500

## LEGAL DEPARTMENT

PRESIDENT ALBERT J. SMITH  
CLERK WILLIAM SIEGEL  
VILLAGE MANAGER JOHN N. MATZER, JR.  
TRUSTEES EDWARD FLEISCHMAN  
WALTER B. FLINTRUP  
BERNARD P. HARRISON  
THOMAS J. McELLIGOTT  
ROBERT J. MORRIS  
MORRIS TOPOL

January 20, 1971

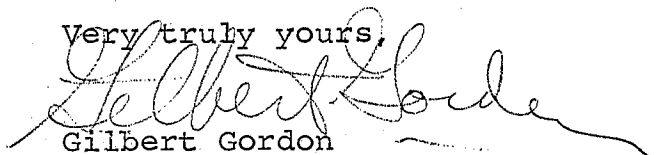
Mr. Robert J. DiLeonardi  
2400 E. Devon Avenue  
Desplaines, Illinois

Dear Mr. DiLeonardi:

Enclosed is a copy of a Resolution which we intend to present to the Board of Trustees at their meeting on Monday, January 25, 1971.

If you have any suggestions or corrections, please get in touch with this office at once.

Very truly yours,

  
Gilbert Gordon  
Assistant Corporation Counsel

GG:ss  
Encl.

**R E S O L U T I O N**

WHEREAS, the terms of office of two members of the Board of Library Directors of the Village of Skokie will expire in April, 1971; and

WHEREAS, under the applicable provisions of Illinois law it is incumbent upon the Village of Skokie to conduct a special election for the office of said two members of the Board of Library Directors for six year terms; and

WHEREAS, on April 20, 1971, an election will be held for the office of Commissioners of the Skokie Park District; and

WHEREAS, it would be to the financial benefit of the Village of Skokie to conduct the election for members of the Board of Library Directors on the same day as such election for Skokie Park Commissioners;

NOW, THEREFORE, BE IT RESOLVED that there shall be a special election on April 20, 1971, in the Village of Skokie for the purpose of electing two members of the Board of Library Directors for six year terms.

BE IT FURTHER RESOLVED that the Village Clerk is hereby directed to take such action as may be required to <sup>effectuate</sup> ~~perfectuate~~ the provisions of this Resolution.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 1971.

\_\_\_\_\_  
Village Clerk

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 1971.