



AIA 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 Twenty-third day of April in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

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

Meridian CUSD 101
Board of Education
1401 Mounds Road
Mounds, IL 62964

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

Culbertson Heating & Cooling
1001 W. Randolph
Vandalia, IL 62471

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

13035-Meridian Elementary and Jr. High
Demolition of Existing Meridian Elementary/JR High
208 Valley Road, Mounds, IL 62964

Addition Behind (north of) the existing Meridian High School
1401 Mound Road, Mounds, IL 62964

Mechanical Work

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

Baysinger Architects, LLC
401 N. Market St.
P.O. Box 1864
Marion, IL 62959
Telephone Number: 618.993.8250
Fax Number: 618.993.8255

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.

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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 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.)

May 07, 2015

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 () 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.

The Contractor shall achieve Substantial Completion of the entire Work not later than May 06, 2016.

Portion of Work

Substantial Completion Date

, 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.)

The Contractor acknowledges the Work involves construction which is essential to the operation of the Owner. Failure to complete the Work on or before the dates set forth in the Contract documents will result in significant economic losses to the Owner. Contractor agrees to perform the Work fully and in all things execute and substantially complete the Work on or before the date set forth in the construction contract. Should the Contractor fail to complete the Work within such time, Contractor agrees to pay and will apply to the Owner for each and every day of such delay in completion of the Work beyond the Contract Time the sum of **Two Hundred Dollars (\$200.00)** per calendar day for work not completed by the substantial completion date as liquidated damages. The Contractor acknowledges the difficulty in estimating the actual damages for loss of use but agrees that the amount set forth herein is a reasonable approximation of the Owner's loss due to loss of use per diem of the property. The Contractor agrees that this amount is not a penalty. Such sum shall be deducted from the Final Payment due to Contractor. Should this amount exceed the same due or to become due to the Contractor, then and in that event, Contractor shall be liable to Owner for such difference.

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 Eight Hundred Sixty-seven Thousand Five Hundred Seventy Dollars and Zero Cents (\$ 867,570.00), 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.)

Contract sum is comprised from the base bid and Alternate Bid M-1.

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

Item	Price
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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 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:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth 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 Sixty (60) 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 (10.00 %). 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 (10.00 %);
- .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

Init.

- .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.)*

David Rademacher, Superintendent
Meridian CUSD 101
1401 Mounds Road
Mounds, IL 62964

Michael Baysinger
Baysinger Architects, LLC
401 N. Market St.
Marion, IL 62959

§ 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.

Init.

§ 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)

David Rademacher, Superintendent
Meridian CUSD 101
1401 Mounds Road
Mounds, IL 62964

Michael Baysinger
Baysinger Architects, LLC
401 N. Market St.
Marion, IL 62959

§ 8.4 The Contractor's representative:

(Name, address and other information)

Dan Culbertson
Culbertson Heating & Cooling
1001 W. Randolph
Vandalia, IL 62471

§ 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
004000	General Conditions	2/27/15	40
005000	Supplemental	2/27/15	14

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User Notes:

(1484148341)

Conditions

§ 9.1.4 The Specifications:

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

Title of Specifications exhibit: Attachment "A"

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.)

Title of Drawings exhibit: Attachment "B"

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
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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:

1. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
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.)

Attachment "A" - Bidding and Contract Requirements - All Sections

ARTICLE 10 INSURANCE AND BONDS

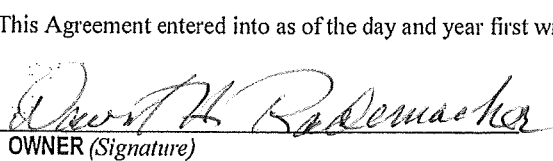
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(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)
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Init.

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


OWNER (Signature)

David Rademacher Superintendent
(Printed name and title)


CONTRACTOR (Signature)

Dan Culbertson President
(Printed name and title)

Init.

Attachment "A"



Baysinger Architects, LLC

401 North Market Street
Marion, IL 62959
Ph. 618-993-8250
Fax 618-998-8255

Project Manual Volume 1 of 2 For:
Meridian Elementary and JR High Addition:
Meridian C.U.S.D. No. 101
1401 Mound Road
Mounds, IL 62964
Project # 13035
February 27, 2015

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Baysinger Architects, LLC

401 North Market Street
Marion, IL 62959
Ph. 618-993-8250
Fax 618-998-8255

Project Manual Volume 2 of 2 For:
Meridian Elementary and JR High Addition:
Meridian C.U.S.D. No. 101
1401 Mound Road
Mounds, IL 62964
Project # 13035
February 27, 2015

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271300	Communications Backbone Cabling (ISP)	271300-1-10
271500	Communications Horizontal Cabling	275116-1-12

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280000	General Provisions for Electronic Safety and Security	280000-1-1
280500	Common Work Results for Electronic Safety and Security	280500-1-4
280513	Conductors and Cables for Electronic Safety and Security	280513-1-6
281300	Access Control System	281300-1-15
283111	Digital, Addressable Fire-Alarm System	283111-1-12

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311000	Site Clearing	311000-1-4
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334100	Storm Utility Drainage Piping	334100-1-10
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SECTION 008600 – DRAWINGS, SCHEDULES & DETAILS

List of Drawings **Description**

GENERAL

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ASBESTOS ABATEMENT

AB-1.0 OVERALL ABATEMENT PLAN - CONDEMNED BUILDING

AB-1.1 KITCHEN ABATEMENT PLAN - EXISTING BUILDING

CIVIL

SS-1 PLAT OF BOUNDARY SURVEY

C1.0 SITE - OVERALL EXISTING PLAN

C1.1 SITE - ENLARGED EXISTING & DEMOLITION PLAN

C2.0 SITE - DEVELOPMENT PLAN

C2.1 SITE - ALTERNATE BID PLAN

C3.0 SITE - DIMENSIONAL PLAN

C4.0 SITE - GRADING PLAN

C5.0 SITE - STORMWATER PLAN

C5.1 SITE - STORMWATER PROFILES

C6.0 SITE - EROSION CONTROL AND SEDIMENTATION PLAN

C7.0 SITE - OVERALL UTILITY PLAN

C7.1 SANITARY SEWER PLAN AND PROFILE

C7.2 SANITARY SEWER PLAN AND PROFILE

C8.0 SITE - DETAILS

C8.1 SITE - UTILITY DETAILS

C8.2 SITE - UTILITY DETAILS

DEMOLITION

D-1.0 OVERALL DEMOLITION PLAN - CONDEMNED BUILDING

D-1.1 ENLARGED DEMOLITION PLAN - CONDEMNED BUILDING

D-2.0 EXISTING WALL SECTIONS - CONDEMNED BUILDING

D-2.1 EXISTING WALL SECTIONS - CONDEMNED BUILDING

D-3.0 OVERALL DEMOLITION PLAN - EXISTING HIGH SCHOOL

D-3.1 DEMOLITION PLAN - EXISTING HIGH SCHOOL KITCHEN RENOVATION

STRUCTURAL

S-0.1 STRUCTURAL LEAD SHEET

S-1.0 OVERALL FOUNDATION PLAN

S-1.1 ENLARGED FOUNDATION PLAN

S-1.2 ENLARGED FOUNDATION PLAN

S-1.3 ENLARGED FOUNDATION PLAN

S-1.4 ENLARGED FOUNDATION PLAN

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S-2.1	ENLARGED LOADBEARING LINTEL PLAN
S-2.2	ENLARGED LOADBEARING LINTEL PLAN
S-2.3	ENLARGED LOADBEARING LINTEL PLAN
S-2.4	ENLARGED LOADBEARING LINTEL PLAN
S-3.0	OVERALL ROOF FRAMING PLAN
S-3.1	ENLARGED ROOF FRAMING PLAN
S-3.2	ENLARGED ROOF FRAMING PLAN
S-3.3	ENLARGED ROOF FRAMING PLAN
S-3.4	ENLARGED ROOF FRAMING PLAN
S-4.1	FOUNDATION DETAILS
S-5.1	FRAMING DETAILS
S-5.2	FRAMING DETAILS
S-6.1	FOUNDATION AND WALL SCHEDULES
S-6.2	LINTEL SCHEDULES

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A-1.0	OVERALL FLOOR PLAN
A-1.1	ENLARGED FLOOR PLAN
A-1.2	ENLARGED FLOOR PLAN
A-1.3	ENLARGED FLOOR PLAN
A-1.4	ENLARGED FLOOR PLAN
A-1.5	ENLARGED TOILET FLOOR PLANS
A-1.6	ENLARGED HIGH SCHOOL KITCHEN RENOVATION PLANS
A-2.0	OVERALL REFLECTED CEILING PLAN
A-2.1	ENLARGED REFLECTED CEILING PLAN
A-2.2	ENLARGED REFLECTED CEILING PLAN
A-2.3	ENLARGED REFLECTED CEILING PLAN
A-2.4	ENLARGED REFLECTED CEILING PLAN
A-2.5	OVERALL FLOOR FINISH PLAN
A-2.6	ENLARGED FLOOR FINISH PLAN
A-2.7	ENLARGED FLOOR FINISH PLAN
A-2.8	ENLARGED FLOOR FINISH PLAN
A-2.9	ENLARGED FLOOR FINISH PLAN
A-3.0	OVERALL ROOF PLAN
A-3.1	ENLARGED ROOF PLAN
A-3.2	ENLARGED ROOF PLAN
A-3.3	ENLARGED ROOF PLAN
A-3.4	ENLARGED ROOF PLAN
A-3.5	ROOF DETAILS
A-3.6	ROOF DETAILS
A-4.0	EXTERIOR BUILDING ELEVATIONS
A-4.1	WALL DETAILS
A-5.0	LONGITUDINAL BUILDING SECTIONS
A-5.1	TRANSVERSE BUILDING SECTIONS
A-6.0	WALL SECTIONS
A-6.1	WALL SECTIONS

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A-6.2	WALL SECTIONS
A-6.3	WALL SECTIONS
A-6.4	WALL SECTIONS
A-7.0	INTERIOR ELEVATIONS
A-7.1	INTERIOR ELEVATIONS
A-7.2	INTERIOR ELEVATIONS
A-7.3	INTERIOR ELEVATIONS
A-7.4	INTERIOR ELEVATIONS
A-7.5	INTERIOR ELEVATIONS
A-7.6	INTERIOR ELEVATIONS
A-8.0	WINDOW DETAILS
A-8.1	DOOR SCHEDULE, DOOR AND FRAME ELEVATIONS
A-8.2	DOOR DETAILS
A-8.3	DOOR DETAILS
A-8.4	DOOR DETAILS
A-8.5	DOOR DETAILS
A-8.6	DOOR DETAILS
A-9.0	PARTITION SCHEDULE AND ROOM FINISH SCHEDULE

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FP1.1	FIRE PROTECTION PARTIAL FLOOR PLAN - AREA A
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P1.1	PLUMBING PARTIAL FLOOR PLAN - AREA A
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DP2.1	PLUMBING ENLARGED DEMOLITION KITCHEN FLOOR PLAN
P2.1	PLUMBING ENLARGED KITCHEN FLOOR PLAN
P3.1	PLUMBING DWV DIAGRAM FLOOR PLAN - AREA A
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P4.2	PLUMBING DETAILS

HVAC

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H1.1	HVAC PARTIAL FLOOR PLAN - AREA A
H1.2	HVAC PARTIAL FLOOR PLAN - AREA B
DH2.1	HVAC ENLARGED DEMOLITION KITCHEN FLOOR PLAN
H2.1	HVAC ENLARGED KITCHEN FLOOR PLAN
H3.1	HVAC SECTIONS
H4.1	HVAC DETAILS
H5.1	HVAC SCHEDULES

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H5.2 HVAC SCHEDULES

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ME1.1	MECHANICAL - ELECTRICAL PARTIAL ROOF PLAN - AREA A
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ME1.3	MECHANICAL - ELECTRICAL ALTERNATE PLANS
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E0.1	ELECTRICAL LEAD SHEET
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E2.3	ELECTRICAL FIRE ALARM PLAN - EXISTING BUILDING
DE2.4	ELECTRICAL DEMOLITION
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E4.1	ELECTRICAL DETAILS
E4.2	ELECTRICAL DETAILS
E4.3	ELECTRICAL DETAILS
E4.4	ELECTRICAL DETAILS
E4.5	ELECTRICAL DETAILS
E4.6	ELECTRICAL DETAILS
E4.7	ELECTRICAL DETAILS
E4.8	ELECTRICAL DETAILS
E4.9	ELECTRICAL DETAILS
E5.1	ELECTRICAL SCHEDULES
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FS-1.1	KITCHEN AREA FOODSERVICE PLUMBING
FS-1.2	KITCHEN AREA FOODSERVICE ELECTRICAL
FS-1.3	KITCHEN AREA FOODSERVICE MECHANICAL
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FS-2.2	KITCHEN AREA CAPTIVE AIRE MECHANICAL
FS-2.3	KITCHEN AREA CAPTIVE AIRE ELECTRICAL

END SECTION 008600