

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

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

**AGREEMENT** made as of the 14<sup>th</sup> day of February in the year 2012  
(In words, indicate day, month and year.)

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

Sesser-Valier C.U.S.D. #196  
4626 State Highway 154  
Sesser, IL 62884

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

Kehrer Brothers Construction, Inc.  
7100 Albers Road  
Albers, IL 62215  
Telephone Number: 618.248.1333  
Fax Number: 618.248.5966

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

Sesser-Valier Old Gymnasium Roof Replacement  
Sesser, IL

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

Lunsford Architects, Inc.  
2470 Dr. Springs Road  
Carterville, IL 62918  
Telephone Number: 618.956.9350  
Fax Number: 618.956.9353

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<sup>™</sup>-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 30, 2012

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:

| N/A

§ 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.)*

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Portion of Work  
Roof Construction Work

Substantial Completion Date  
August 1, 2012

, 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.)

Liquidated Damages: Contractor agrees to pay the Owner Five Thousand Dollars (\$5,000.00) per day for each calendar day that each day where Roof Work occurs extends beyond the completion date for each work area shown on the drawings. Stop Work Orders issued by the Owner as a result of the Contractor's failure to perform the work in accordance with the Contract Documents do not constitute an extension of time. Liquidated Damages shall be deducted from the final Contract Sum due to the Contractor.

#### 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 Fifty-six Thousand, Seven Hundred Thirty Dollars and Zero Cents (\$56,730.00), 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.)

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)
EB 2.5" Rigid Insulation	Square Foot	One Dollar & Seventy Eight Cents (\$1.78)

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

Item	Price
N/A	

#### 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 2<sup>nd</sup> Friday of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 3<sup>rd</sup> Friday 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.

Inf.

*(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.)*

N/A

**§ 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.

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**§ 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:

After receipt of all Close Out Documents, including but not limited to, Architect's Project Closeout & Certification Request, AIA Document G704 Certificate of Substantial Completion, AIA Document G706 Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706A Contractor's Affidavit of Release of Liens, AIA Document G707 Consent of Surety to Final Payment, Final Lien Waivers, Guarantees and Warranties, and Record Drawings.

## **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.)*

0 % (Zero Percent)

**§ 8.3** The Owner's representative:

*(Name, address and other information)*

Dr. Jason Henry  
4626 State Highway 154  
Sesser, IL 62884  
Telephone Number: 618.625.5105  
Fax Number: 618.625.6696

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**§ 8.4 The Contractor's representative:**  
(Name, address and other information)

Joe Kehrer  
7100 Albers Road  
Albers, IL 62215  
Telephone Number: 618.248.1333  
Fax Number: 618.248.5966

**§ 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:

N/A

**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 0600 in Project Manual	Supplementary Conditions	11-18-2011	1-8

**§ 9.1.4** The Specifications:

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

Exhibit A – Project Specification Manual as listed below:

Section	Title	Date	Pages
TOC	Table of Contents	11-18-2011	1-2
00100	Advertisement for Bids	11-18-2011	1-2
00200	Instructions to Bidders	11-18-2011	1-5
00300	Bid Proposal Form	11-18-2011	1-2
00400	Bid Bond Form	11-18-2011	1-3
00500	General Conditions	11-18-2011	1-41
00600	Supplementary Conditions	11-18-2011	1-8
00700	Project Administration	11-18-2011	1-1
00710	Contractor Information Sheet	11-18-2011	1-1
00720	Lien Waiver Form	11-18-2011	1-3
00730	Performance Bond & Payment Bond	11-18-2011	1-8
00740	Form of Contract	11-18-2011	1-8
00750	Contractor Qualification Statement	11-18-2011	1-5
00760	Pay Application Form	11-18-2011	1-5
00800	List of Drawings	11-18-2011	1-1
00825	Prevailing Wage Rates	11-18-2011	1-6
01110	Summary of Work	11-18-2011	1-2
01120	Construction Schedule	11-18-2011	1-2

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User Notes:

(1231967288)

01310	Project Meetings	11-18-2011	1-3
01320	Product Options & Substitutions	11-18-2011	1-2
01330	Submittals	11-18-2011	1-2
01370	Schedule of Values	11-18-2011	1-2
01400	Quality Requirements	11-18-2011	1-7
01410	Tests & Inspections	11-18-2011	1-2
01510	Contract Coordination	11-18-2011	1-1
01610	Project Alteration Procedures	11-18-2011	1-2
01620	Cutting & Patching	11-18-2011	1-2
01630	Cleaning: Finish & General	11-18-2011	1-2
01710	Temporary Facilities & Utilities	11-18-2011	1-2
01720	Site Security & Barriers	11-18-2011	1-1
01810	Operating & Maintenance Data	11-18-2011	1-2
01820	Warranties & Bonds	11-18-2011	1-1
01900	Project Closeout	11-18-2011	1-2
01910	Project Record Documents	11-18-2011	1-2
01920	Contract Closeout	11-18-2011	1-3
02072	Minor Demolition for Remodeling	11-18-2011	1-2
05510	Metal Ladders	11-18-2011	1-2
06100	Rough Carpentry	11-18-2011	1-3
07220	Roof and Deck Insulation	11-18-2011	1-4
07530	Membrane Roofing E.P.D.M.	11-18-2011	1-7
07621	Metal Flashing, Trim, and Gutters	11-18-2011	1-2
07900	Caulking and Sealing	11-18-2011	1-3

**§ 9.1.5 The Drawings:**

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

Exhibit B – Construction Documents as listed below:

Number	Title	Date
G100	Cover Sheet	11-18-2011
D100	Old Gym – Roof Demolition Plan	11-18-2011
A100	Old Gym – New Roof Plan & Details	11-18-2011
A101	Old Gym – New Roof Details	11-18-2011

**§ 9.1.6 The Addenda, if any:**

Number	Date	Pages
Exhibit C - Addendum No. 1	01-09-2012	1-5

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:  
N/A
- .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.)*

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**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**

Performance Bond

Payment Bond

Contractor's Liability Insurance

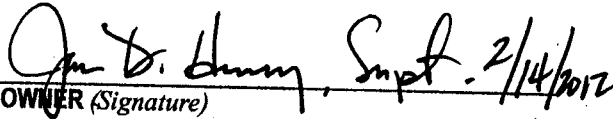
**Limit of liability or bond amount (\$0.00)**

To cover faithful performance of the contract.

To cover faithful payment of all obligations of the contract.

Per Project Specification Manual dated 11/18/2011.

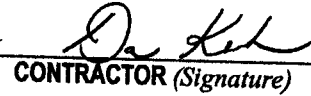
This Agreement entered into as of the day and year first written above.

 Supt. 2/14/2012

OWNER (Signature)

Jason Henry , Superintendent

(Printed name and title)



CONTRACTOR (Signature)

Dawn Kehrer , President

(Printed name and title)