

THE AMERICAN INSTITUTE OF ARCHITECTS



101130

AIA Document A101/CM

CONSTRUCTION MANAGEMENT EDITION

Standard Form of Agreement Between Owner and Contractor

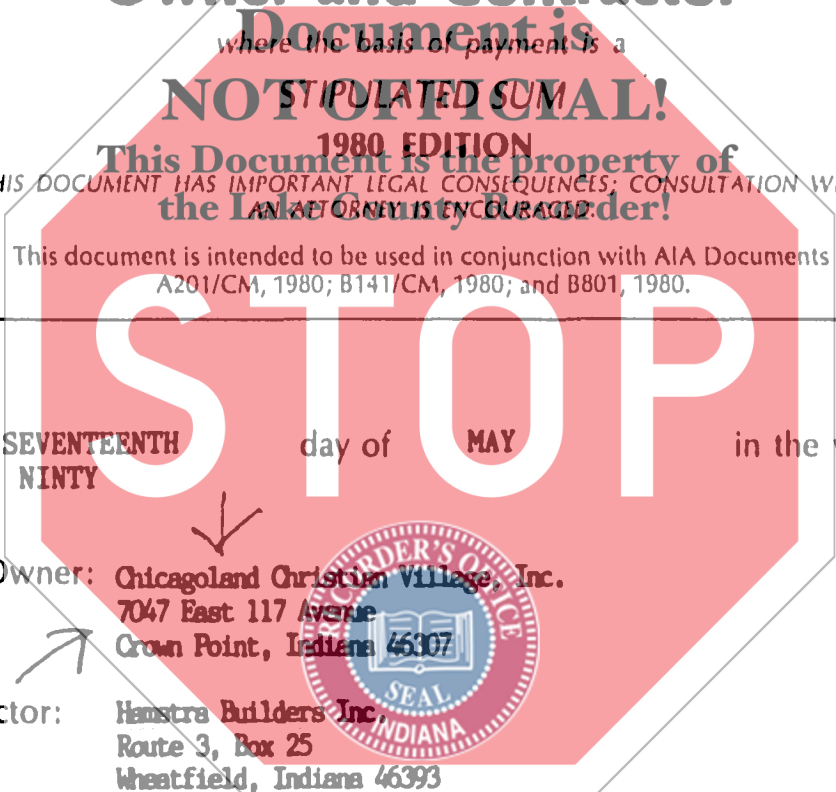
where the basis of payment is a

NOT STIPULATED SUM

1980 EDITION

This Document is the property of the Lake County Recorder! THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ADVISED.

This document is intended to be used in conjunction with AIA Documents A201/CM, 1980; B141/CM, 1980; and B801, 1980.



AGREEMENT

made as of the SEVENTEENTH day of MAY in the year of Nineteen Hundred and NINTY

BETWEEN the Owner: Chicagoland Christian Village, Inc. 7047 East 117 Avenue Crown Point, Indiana 46307

and the Contractor: Henstra Builders Inc. Route 3, Box 25 Wheatfield, Indiana 46393

the Project: Chicagoland Christian Village, Inc. 7047 East 117 Avenue Crown Point, Indiana 46307

the Construction Manager: Joyce Inc. 3620 E. 100 N., Danville, Indiana 46122

the Architect: Ivan L. McElwee & Associates Inc. 211 Main Street, Suite 204, Joplin, Missouri 64801

The Owner and the Contractor agree as set forth below.

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STATE OF INDIANA  
FILED  
MAY 19 1980  
ROSE HARRIS

11.50

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. 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 7.

**ARTICLE 2**  
**THE WORK**

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

Work includes all labor, materials, equipment and supervision required for a complete construction of the maintenance building at Chicagoland Christian Village, 7047 East 117 Avenue, Crown Point, Indiana 46307.

All work included in base bid Excavation, Concrete, Masonry, Carpentry and General Work, Mechanical and Electrical. For a complete description and Applicable Section, see attached Page 2A.

All work is to be performed according to the Project Manual dated April 9, 1990; AIA Document A201/CM, June 1980 Edition; Drawings C1, A1 and A2 dated April 9, 1990, and Pre-Award Meeting Minutes, dated May 17, 1990.

Documents  
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**ARTICLE 3**  
**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall be commenced As soon as the building permit is approved by Lake County Plan Commission.

and, subject to authorized adjustments, Substantial Completion of the Work shall be achieved not later than

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

All work is to be completed by July <sup>31</sup>25, 1990. If at any time during the contract period it becomes apparent that the contractor does not have the manpower to complete the job as scheduled, Chicagoland Christian Village Inc. reserves the right to refer reliable manpower to the Contractor as a source of increasing work output. It will then be the responsibility of the Contractor to work out an agreeable working arrangement with referrals to see that work is completed as scheduled. This in no way will affect the original contract amount.

ARTICLE 2 - THE WORK

1. Work under this contract shall include all labor, materials, equipment and supervision, to complete this work, according to the Applicable Sections of the Project Manual dated April 9, 1990.

2. BID ITEM A - EARTHWORK & CONCRETE

Applicable Divisions are as follows:

Divisions 0, 1, 2 and 3 in their entirety

3. BID ITEM B - MASONRY

Applicable Divisions are as follows:

Divisions 0, 1 and 4 in their entirety

4. BID ITEM - GENERAL WORK

Applicable Divisions are as follows:

Divisions 0, 1, 6, 7, 8 and 9

5. BID ITEM D - MECHANICAL

Applicable Divisions are as follows:

Divisions 0, 1 and 15

6. BID ITEM - ELECTRICAL

Applicable Divisions are as follows:

Divisions 0, 1 and 16

7. Install temporary electrical as shown sheet C1.

8. Hamstra Builders Inc. must comply with all IOSHA regulations on commercial construction while on the job site. Chicagoland Christian Village, Inc. or Joyce Inc. will not be responsible for any fines received by Hamstra Builder Inc.

9. All work shall be done in a neat and workman like manner acceptable to the owners and regulatory agencies with jurisdiction. All work shall conform to the governing codes and scope of work provided by the contract drawings and specifications.

10. Clean-up shall be performed on a daily basis. Any clean-up performed by Joyce Inc. or Chicagoland Christian Village Inc. will be backcharged to Hamstra Builders Inc.

11. Applicable Conditions

- a. Project manual for Maintenance Building
- b. AIA Document 201/CM, June 1980 Edition

END OF INSERT

**ARTICLE 4  
CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

**THIRTY NINE THOUSAND SEVEN HUNDRED SEVENTY FOUR DOLLARS (\$39,774.00)**

The Contract Sum is determined as follows:

*(State here the base bid or other lump sum amount, accepted alternates and unit prices, as applicable.)*

**CONTRACT AMOUNT \$39,774.00**

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**ARTICLE 5  
PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Construction Manager by the Contractor and Project 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 Contract Documents for the period ending the **20th** day of each month as follows:

Not later than **TWENTY (20)** days following the end of the period covered by the Application for Payment, **NINETY** percent ( **90 %**) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **NINETY** percent ( **90 %**) 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, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the Work, a sum sufficient to increase the total payments to **ONE HUNDRED** percent ( **100%**) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

*(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)*

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

*(Here insert any rate of interest agreed upon.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification or other requirements such as written disclosures or waivers.)*

**ARTICLE 6**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and the Architect has issued a Project Certificate for Payment which approves the final payment due the Contractor.

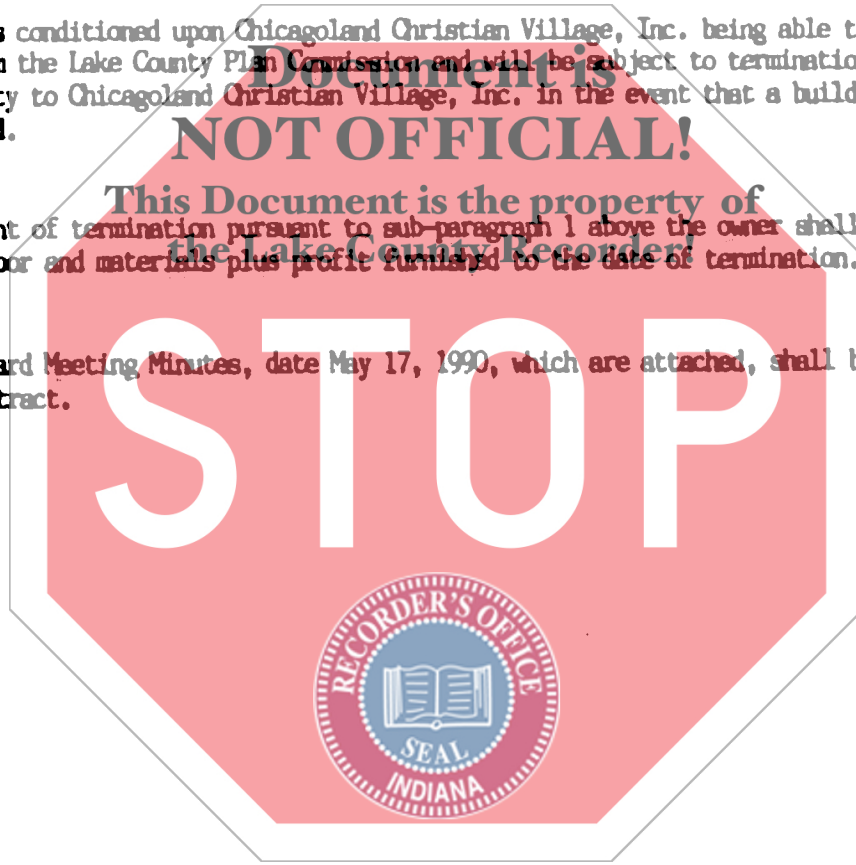
**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

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

7.2 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, the Conditions of the Contract [General, Supplementary and other Conditions], the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)*

1. Contract is conditioned upon Chicagoland Christian Village, Inc. being able to obtain a building permit from the Lake County Plan Commission and will be subject to termination, without penalty or liability to Chicagoland Christian Village, Inc. in the event that a building permit can not be obtained.
2. In the event of termination pursuant to sub-paragraph 1 above the owner shall pay immediately for all labor and materials plus profit furnished to the date of termination.
3. The Pre-Award Meeting Minutes, date May 17, 1990, which are attached, shall be a part of the entire contract.



**7.3 Temporary facilities and services:**

(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

Refer to the Project Manual and AIA Document A201/CM, June 1980 Edition.

**7.4 Working Conditions:**

(Here list any special conditions affecting the Contract.)

1. All contracts between owner and the contractor, contractor and subcontractors, contractors and suppliers and subcontractor and supplies shall be no lien contracts.
2. The contractor will submit to the owner Waive of Lien on a supplied form denoting Waive of Liability to the owner of items or subcontracts paid for, for the previous months billings prior to issuance of current progress payment.
3. The Project manual, Drawings, and all approved shop drawings samples, and submittals are part of the contract.



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

OWNER **Chicagoland Christian Village, Inc.**  
Crown Point, Indiana

CONTRACTOR **Hanstra Builders Inc.**  
Westfield, Indiana

*Richard G. Forsythe*  
\_\_\_\_\_  
*Chairman*

*[Signature]*  
\_\_\_\_\_  
*Contract Manager*

*5/17/90*

*5-17-90*