

THE AMERICAN INSTITUTE OF ARCHITECTS

137492



AIA Document A101/CM

CONSTRUCTION MANAGEMENT EDITION

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

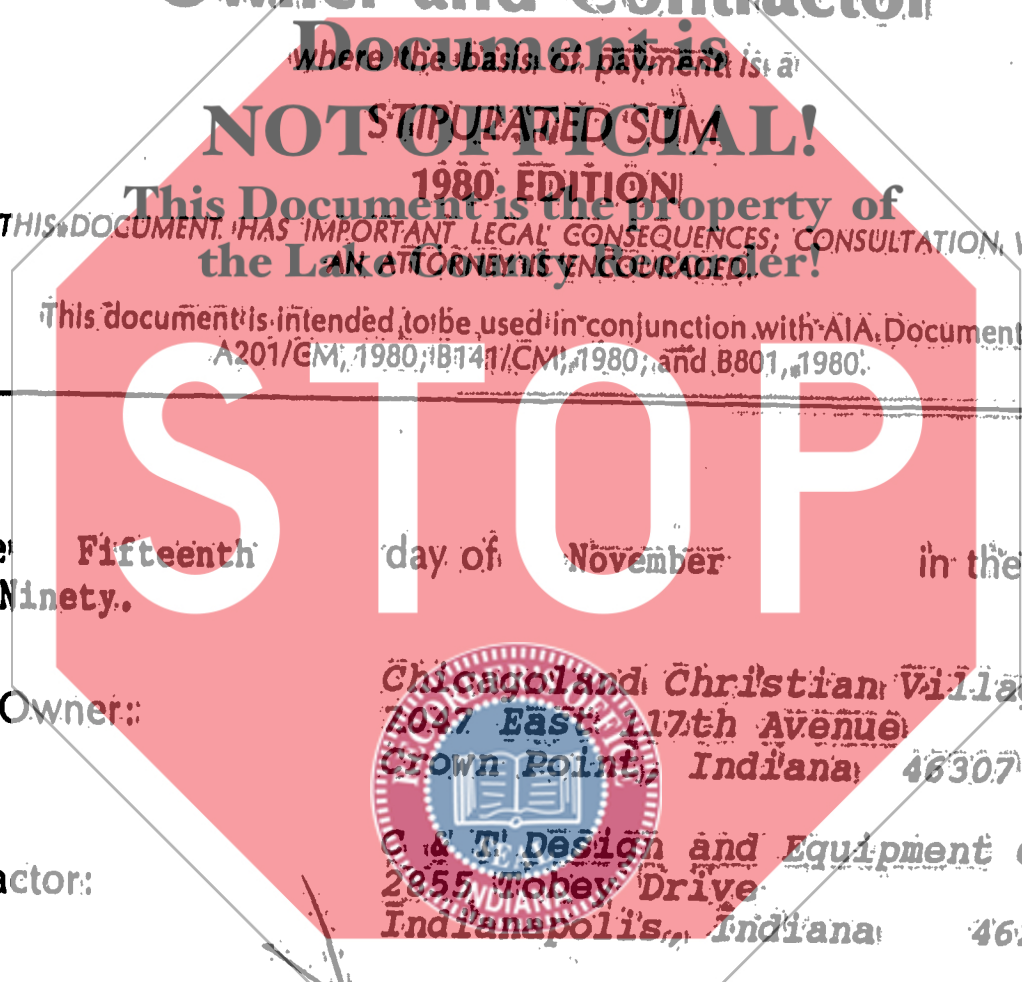
STIPULATED SUM

1980 EDITION

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

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

STATE OF INDIANA S.S. NO. LAKE COUNTY REC'D FOR RECORD DEC 5 19 53 PM '90



AGREEMENT

made as of the Fifteenth day of November in the year of Nineteen Hundred and Ninety.

BETWEEN the Owner:

Chicagoland Christian Village, Inc. 7047 East 117th Avenue Crown Point, Indiana 46307

and the Contractor:

C. & T. Design and Equipment Company, Inc. 2855 Tobey Drive Indianapolis, Indiana 46219

the Project:

Chicagoland Christian Village, Inc. 7047 E. 117th Street 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

The Owner and the Contractor agree as set forth below:

Joplin, Missouri 46801

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Handwritten initials/signature

**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 reported 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.)

A. Work includes all labor, materials, and equipment, and supervision required for a complete construction of bid package "Q" - Food Service Equipment at Chicagoland Christian Village, Inc., 7047 E. 117th Avenue, Crown Point, Indiana 46307.

B. Work under this contract shall include:

1. All work is to be performed in accordance with the contract documents including:

- A. Addendum No. 1 dated July 27, 1990
- B. Addendum No. 2 dated July 31, 1990
- C. Addendum No. 3 dated August 22, 1990
- D. Addendum No. 4 dated October 8, 1990

2. Pre-Award Meeting Minutes dated November 15, 1990.



The Work to be performed under this Contract shall be commenced as directed and, subject to authorized adjustment, 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 performed in accordance with the Master Control Schedule shown on page 2A (Exhibit A).

If at any time during the contract period it becomes apparent that the contractor does not have the manpower to complete the project as scheduled, Chicagoland Christian Village, Inc. reserves the right to refer reliable man power 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**

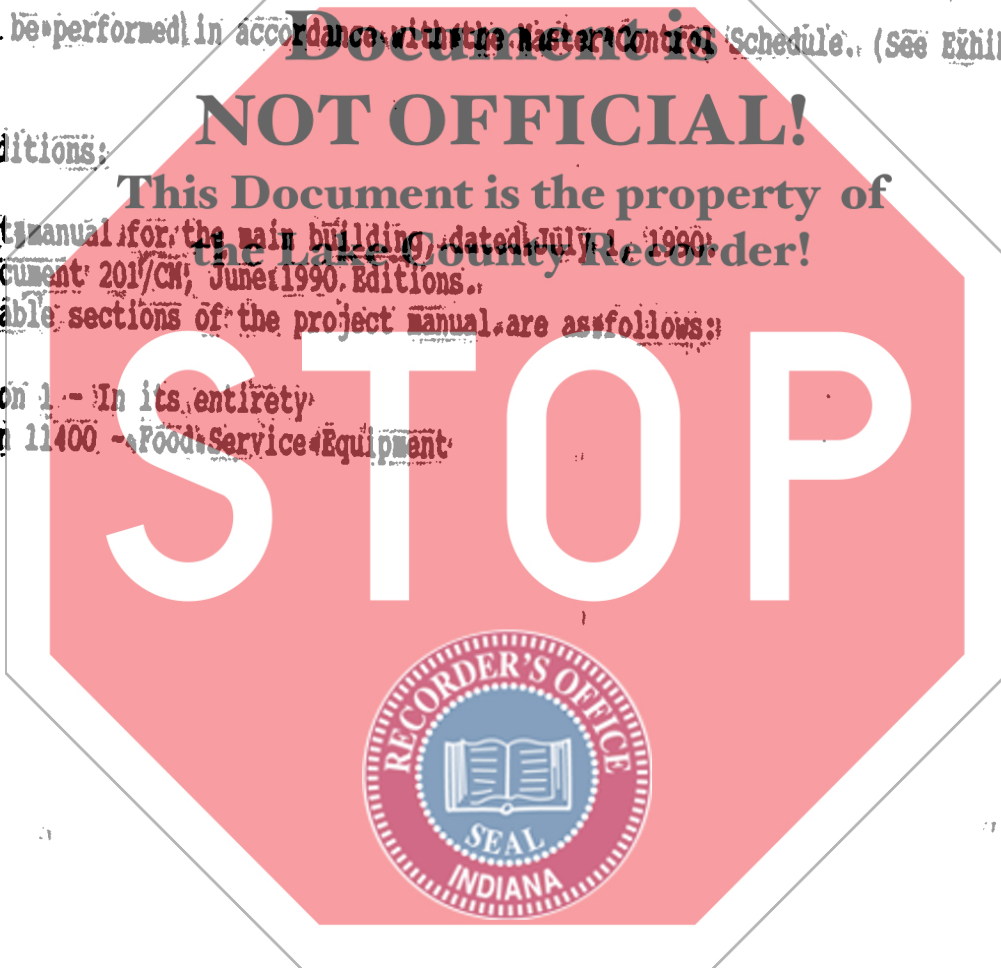
WORK FOR PHASE II OF THE MAIN BUILDING

1. Work under this contract shall include all labor, materials, equipment and supervision to complete this work for bid package "Q" - Food Service Equipment.
2. C & T Design and Equipment Company, Inc., must comply with all OSHA regulations on commercial construction while on the job site. Chicagoland Christian Village, Inc., Ivan L. McElwee & Associates, or Joyce, Inc., will not be responsible for any fine received by C & T Design and Equipment Company, Inc.
3. All work shall be done in a neat and workman like manner acceptable to the owner and regulatory agencies with jurisdiction. All work shall conform to the governing codes and scope of work provided by the contract drawings and specifications.
4. Cleanup shall be performed on a daily basis. Any clean up performed by Joyce, Inc., or Chicagoland Christian Village, Inc., will be back-charged to C & T Design and Equipment Company, Inc.
5. All work is to be performed in accordance with the Master Control Schedule. (See Exhibit A, Page 2A of this document.)

6. **Applicable Conditions:**

- A. Project manual for the main building, dated July 1, 1990.
- B. AIA Document 201/CM, June 1990 Editions.
- C. Applicable sections of the project manual are as follows:

Division 1 - In its entirety
Section 11400 - Food Service Equipment



MASTER CONTROL SCHEDULE

"Exhibit A"

CHICAGO/LAND CHRISTIAN VILLAGE SCHEDULE BY JOYCE CONSTRUCTION MANAGEMENT

	1990	1991	1992																						
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
EXCAVATION FILLING & GRADING																								
BASEMENT DRAINAGE																								
SITE CONCRETE WORK																								
CONCRETE FTCS & WALLS																								
CONCRETE FLOORS																								
MASONRY FOUNDATIONS																								
MASONRY WALLS																								
BRICK VENEER																								
STRUCTURAL STEEL																								
STEEL JOISTS																								
METAL DECKING																								
STRUC. ROOF & DECK SYSTEM																								
LIGHT GAUGE STEEL FRAMING																								
MISC. METALS																								
ORNAMENTAL METAL																								
ROUGH CARPENTRY																								
FINISH CARPENTRY & MILLWORK																								
WOOD CASEWORK																								
WATERPROOFING																								
PERIMETER & BENT WALL INSUL.																								
BLANKET TYPE BLDG. INSULATION																								
EXTERIOR INSUL. & FINISH SYSTEM																								
SPRAY ON FIREPROOFING																								
SHINGLES																								
FLEXIBLE SHEET ROOFING																								
FLASHING & SHEET METAL																								
ALUM. FASCIAE SOFFIT & GUTTERS																								
PLASTIC SKYLIGHTS & SOLARIUMS																								
SEALANTS & CHALKING																								
STEEL DOORS & FRAMES																								
WOOD DOORS																								
SPECIAL DOORS																								
ALUMINUM ENTRANCE																								
ALUMINUM WINDOWS																								
FINISH HARDWARE																								
GLASS & GLAZING																								
SYNTHETIC STUCCO																								
GYP DRYWALL SYSTEMS																								
CERAMIC TILE																								
ACOUSTICAL CEILING																								
RESILIENT FLOORING																								
CARPETING																								
PAINTING																								
VINYL WALLCOVERING																								
FIBERGLASS WALL PANELS																								
TOILET PARTITIONS																								
LOCKERS																								
FIRE EXTINGUISHERS & CABINETS																								
MAIL BOXES																								
SHELVING																								
TOILET																								
TOILET ROOM ACCESSORIES																								
CUBICLE CURTAIN TRACK																								
LAUNDRY EQUIPMENT																								
DOCK BUMPERS																								
FOOD SERVICE EQUIPMENT																								
APPLIANCES & MISC. EQUIP.																								
FURNISHINGS																								
SPECIAL CONSTRUCTION																									
NEW ELECTRICAL SERVICE																									
UNDERGROUND UTILITIES																									
HYDRAULIC ELEVATORS																									
PLUMBING ROUGH-IN																									
FIRE PROTECTION SPRINKLERS																									
HVAC																									
ELECTRICAL ROUGH-IN																									
FIRE ALARM DETECTION SYSTEM																									
TELEPHONE SYSTEM																									
PAGING MUSIC/SOUND SYSTEM																									
NURSE CALL																									
DOOR MONITOR																									
TELEVISION																									
ELECTRICAL FIXTURES																									
PLUMBING FIXTURES																									
PUNCH LIST																									



(SCHEDULE.MXS)

R.G.H.

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

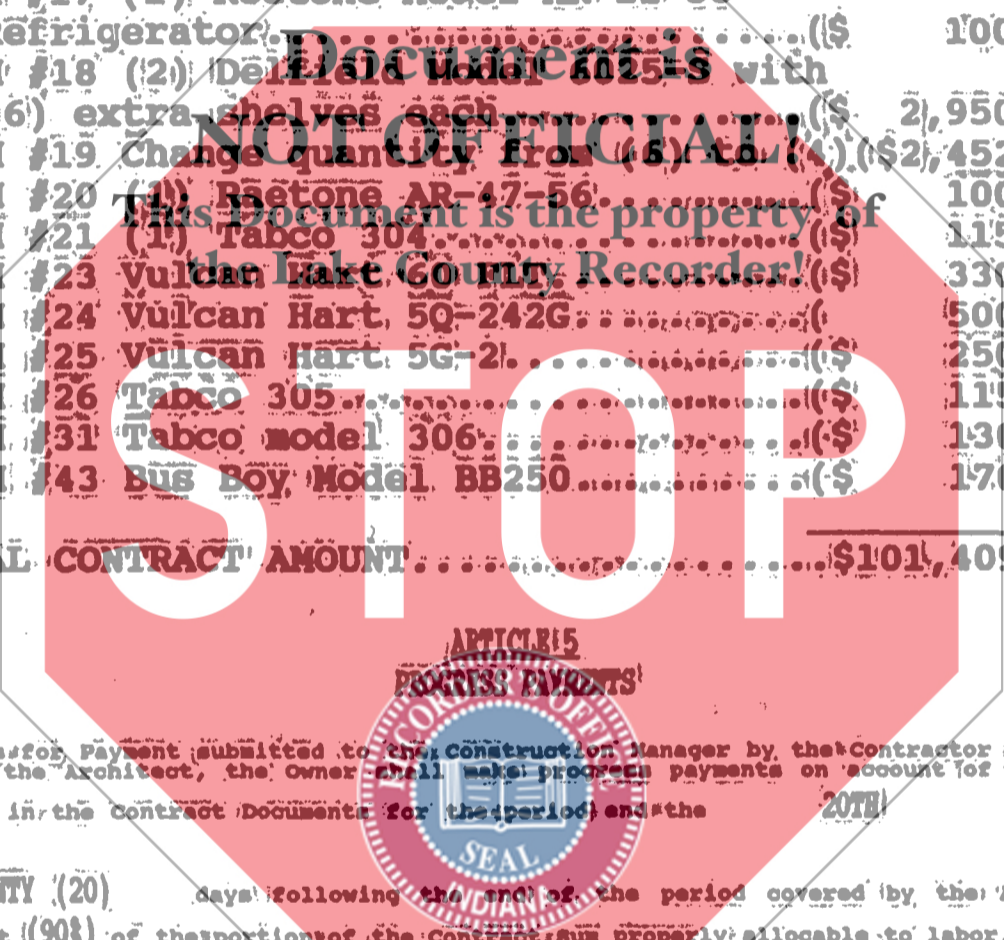
ONE HUNDRED ONE ~~THOUSAND~~ THOUSAND FOUR HUNDRED NINE DOLLARS
(\$101,409.00)

The contract sum is determined as follows:
(State here the base bid or other lump sum amount, accepted alternates and unit prices, as applicable.)

The following is a list of alternates that were accepted:

1. Substitute the following in lieu of what was spec.:

[BASE BID]	\$109,450.00]
ITEM #1	(3) Scotsman AF325	(\$ 573.00)
ITEM #14	(1) Bus boy model BB325/1500	(\$ 256.00)
ITEM #17	(1) Roetone Model AR-22-56 Refrigerator	(\$ 100.00)
ITEM #18	(2) DeLiaid Model 8025S with (6) extra shelves each	(\$ 2,950.00)
ITEM #19	Change quantity from (6) to (4)	(\$2,452.00)
ITEM #20	(1) Roetone AR-47-56	(\$ 100.00)
ITEM #21	(1) Tabco 304	(\$ 115.00)
ITEM #23	Vulcan Lake County Recorder	(\$ 330.00)
ITEM #24	Vulcan Hart, 5Q-242G	(\$ 500.00)
ITEM #25	Vulcan Hart, 5G-2	(\$ 250.00)
ITEM #26	Tabco 305	(\$ 115.00)
ITEM #31	Tabco model 306	(\$ 130.00)
ITEM #43	Bus Boy Model BB250	(\$ 170.00)
TOTAL CONTRACT AMOUNT	\$101,409.00



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 and 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 provisions for limiting or reducing the amount retained after the work reaches a certain stage of completion.)

SEE SECTION 01152 OF THE PROJECT MANUAL, DATED JULY 1, 1990

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 of 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 the 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. Project Manual for Construction of The Main Building at Chicagoland Christian Village, 7047 E. 117th Avenue, Crown Point, Indiana; dated July 1, 1990 prepared by Ivan H. McElwee & Associates;
2. Contract Documents for Bid Item "Q" Food Service Equipment. Drawing Sheet Numbers for Chicagoland Christian Village are:

C1, thru C3, dated July 10, 1990

A-1, thru A51, dated July 10, 1990

S-1, thru S20, dated July 10, 1990

K-1, and K2, dated July 10, 1990

U-1, dated July 10, 1990

P-1, thru P8, dated July 10, 1990

FE1, thru FE8, dated July 10, 1990

M-1, thru M-8, dated July 10, 1990

E-1, thru E8, dated July 10, 1990

CN-1, thru CN-8, dated July 10, 1990

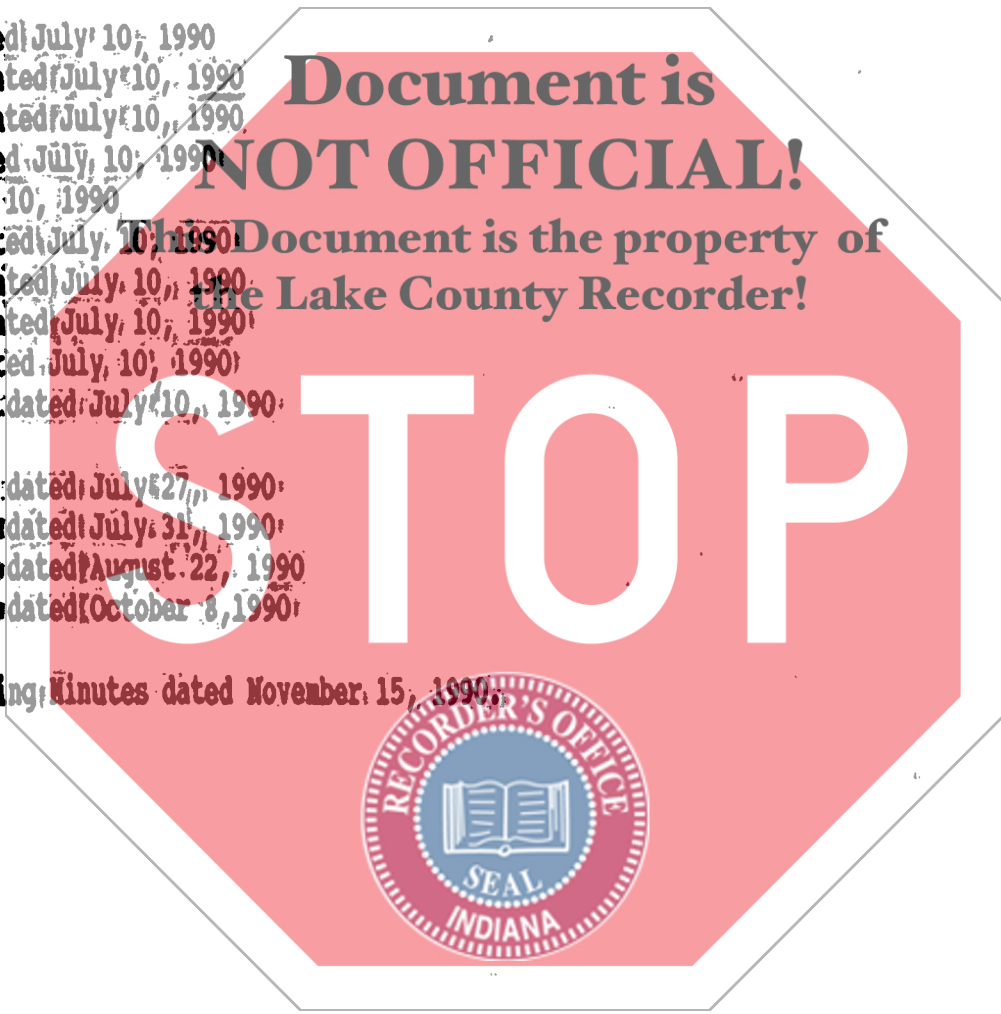
4. Addendum No. 1, dated July 27, 1990

5. Addendum No. 2, dated July 31, 1990

6. Addendum No. 3, dated August 22, 1990

7. Addendum No. 4, dated October 8, 1990

18. Pre-Award Meeting Minutes dated November 15, 1990.



7.3 Temporary facilities and services:

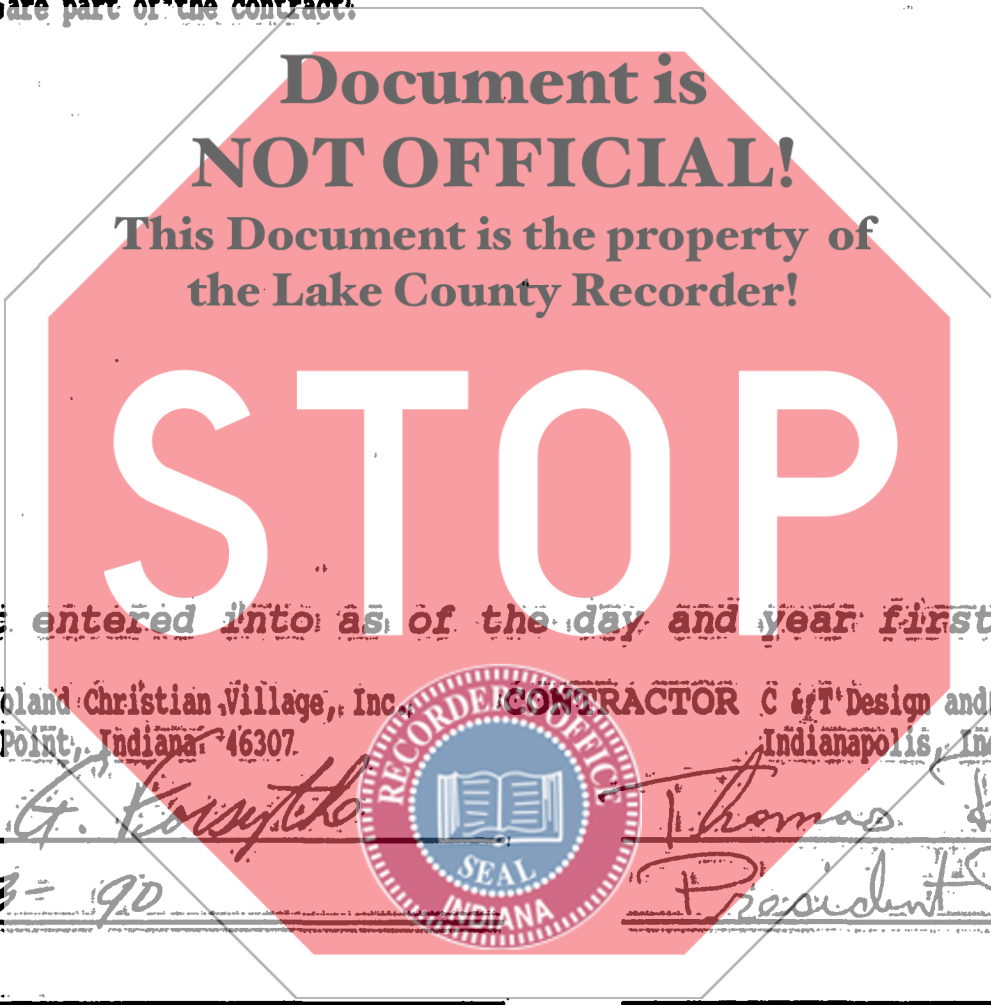
(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

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

7.4 Working Conditions:

(Here list any special conditions affecting the Contract.)

1. All contracts between contractor and subcontractors, contractor and suppliers, and subcontractor and suppliers, shall be no lien contracts.
2. The contractor will submit to the owner a Waiver of Lien on a supplied form denoting Waiver of Liability, to the owner of items or subcontracts paid for and material suppliers for the previous months billing prior to issuance of current progress payment.
3. The Project Manual, Drawings and all approved Shop Drawings that comply with the contract documents, 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 46307

Richard G. Kosytko

12-3-90



CONTRACTOR C & T Design and Equipment Company, Inc.
Indianapolis, Indiana 46219

Thomas R. ...
President

(contract: WPS)