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THE AMERICAN INSTITUTE OF ARCHITECTS

91018120



AIA Document A101/CM

CONSTRUCTION MANAGEMENT EDITION

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

where the basis of payment is a

NOT OFFICIAL!
STIPULATED SUM

1980 EDITION
This Document is the property of

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/CM, 1980; B141/CM, 1980; and B801, 1980.

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED
APR 17 10 14 AM '91
ROBERT [unclear] RECORDED

AGREEMENT

made as of the Twelfth day of April in the year of Nineteen
Hundred and Ninety-one.

BETWEEN the Owner:

Chicagoland Christian Village, Inc.
6685 East 117th Avenue
Crown Point, Indiana 46307

and the Contractor:

Lake Electric Company, Inc.
13809 Morse Street
Cedar Lake, Indiana 46303

the Project:

Chicagoland Christian Village, Inc.
6685 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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18.00

**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 packages "V" and "W" (Electrical and Low Voltage Wiring) at Chicagoland Christian Village, Inc., 6685 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.
 2. Work shall also include all final connections to equipment provided by Chicagoland Christian Village.
 3. Work shall also include all temporary lighting for construction.
 4. Work included in this contract is trenching, backfilling, and all cutting and patching required for this work.
 5.
 - 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
 - E. Addendum No. 5 dated December 6, 1990
 - F. Architect's Supplemental Instruction #01 dated November 6, 1990
 - G. Supplemental Instruction #02 dated January 3, 1991
 - H. Supplemental Instruction #03 dated January 15, 1991
 - I. Supplemental Instruction #04 dated February 7, 1991
 - J. Pre-Awards Meeting Minutes dated April 12, 1991.

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

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.)

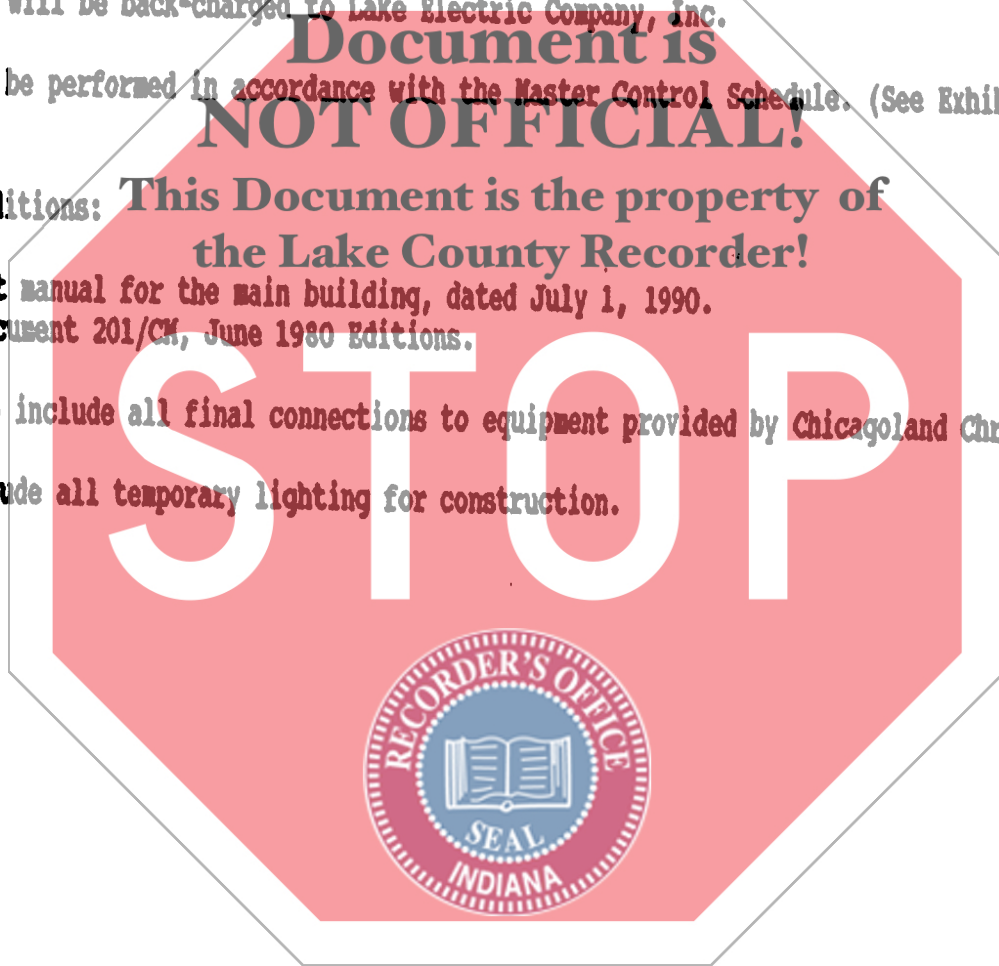
All work is to be performed in accordance with the Master Control Schedule shown on page 2AB.

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**

**BID ITEM "V" & "W" - ELECTRICAL AND LOW VOLTAGE WIRING
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, all electrical low voltage wiring as shown in the project documents.
2. Lake Electric 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 Lake Electric 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. Clean up shall be performed on a daily basis. Any clean up performed by Joyce, Inc., or Chicagoland Christian Village, Inc., will be back-charged to Lake Electric Company, Inc.
5. All work is to be performed in accordance with the Master Control Schedule. (See Exhibit A, Page 2AB of this document.)
6. Applicable Conditions: **This Document is the property of the Lake County Recorder!**
 - A. Project manual for the main building, dated July 1, 1990.
 - B. AIA Document 201/CM, June 1980 Editions.
7. Work shall also include all final connections to equipment provided by Chicagoland Christian Village.
8. Work shall include all temporary lighting for construction.



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

Table with columns for months (Oct 1990 to Sep 1992) and rows for construction tasks such as EXCAVATION FILLING & GRADING, CONCRETE WORK, STRUCTURAL STEEL, ROOFING, INTERIORS, and SPECIAL CONSTRUCTION. Each task has a corresponding Gantt-style bar chart showing activity over time.



(SCHEDULE.MKS)

**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

**SIX HUNDRED FIFTY-FIVE THOUSAND FOUR HUNDRED SIXTY-TWO DOLLARS
(\$655,462.00)**

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

**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 end 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 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.

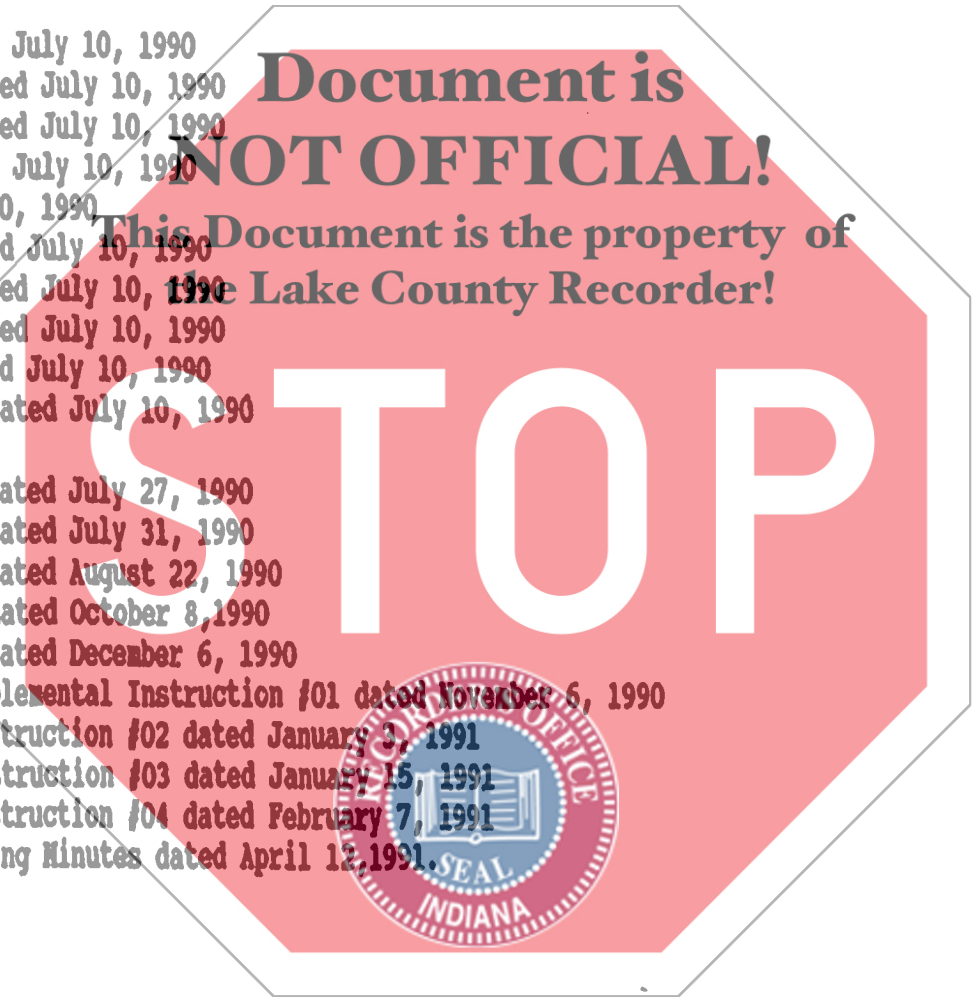
7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(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, 6685 E. 117th Avenue, Crown Point, Indiana; dated July 1, 1990 prepared by Ivan L. McElwee & Associates.
2. Contract Documents for Bid Items "V" - Electrical and "W" Low Voltage Wiring. Drawing Sheet Numbers for ChicagoLand Christian Village:

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

3. Addendum No. 1 dated July 27, 1990
4. Addendum No. 2 dated July 31, 1990
5. Addendum No. 3 dated August 22, 1990
6. Addendum No. 4 dated October 8, 1990
7. Addendum No. 5 dated December 6, 1990
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9. Supplemental Instruction #02 dated January 3, 1991
10. Supplemental Instruction #03 dated January 15, 1991
11. Supplemental Instruction #04 dated February 7, 1991
12. Pre-Awards Meeting Minutes dated April 12, 1991.



7.3 Temporary facilities and services:

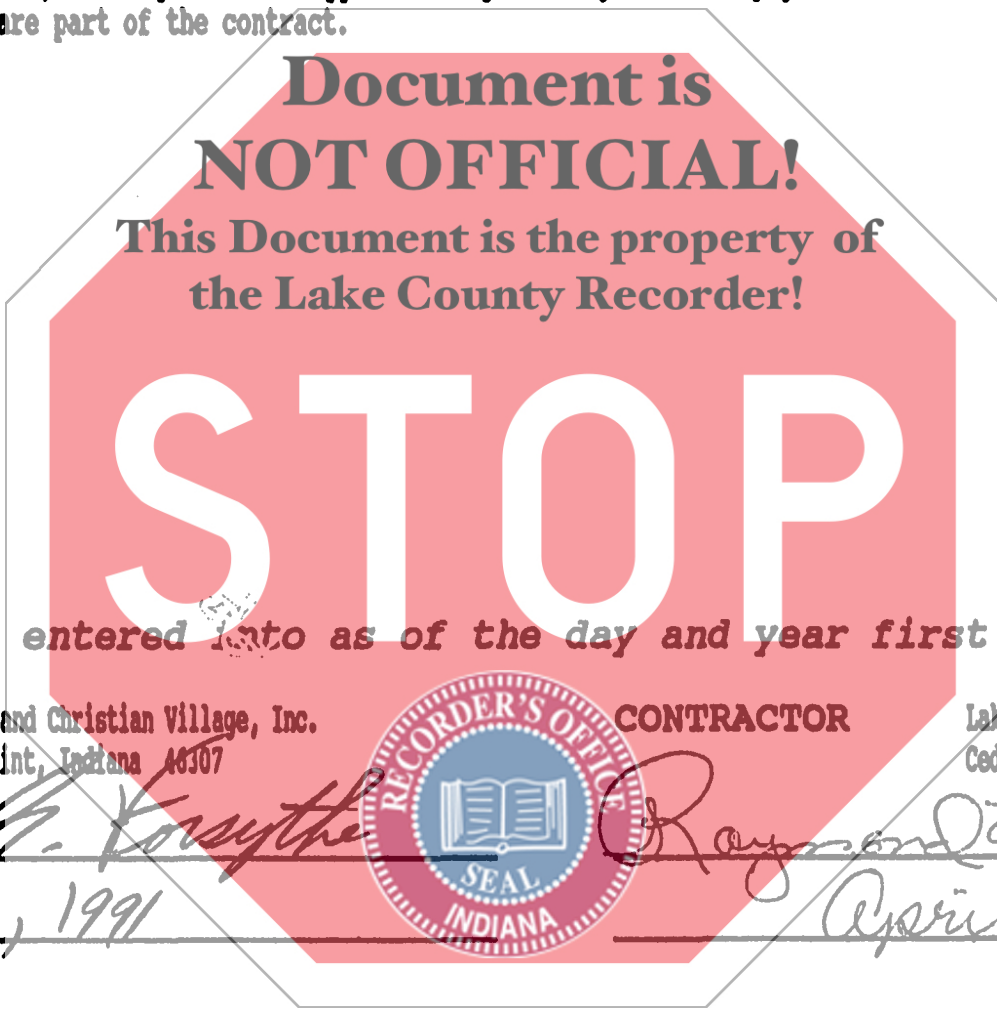
(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

Refer to Project Manual and AIA Document A201/CM, 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

CONTRACTOR

Lake Electric Company, Inc.
Cedar Lake, Indiana 46303

Richard G. Kosythe
April 16, 1991



Raymond L. Serry (Pres.)
April 12, 1991