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AIA Document A101/CM

CONSTRUCTION MANAGEMENT EDITION

Standard Form of Agreement Between Owner and Contractor

Document is

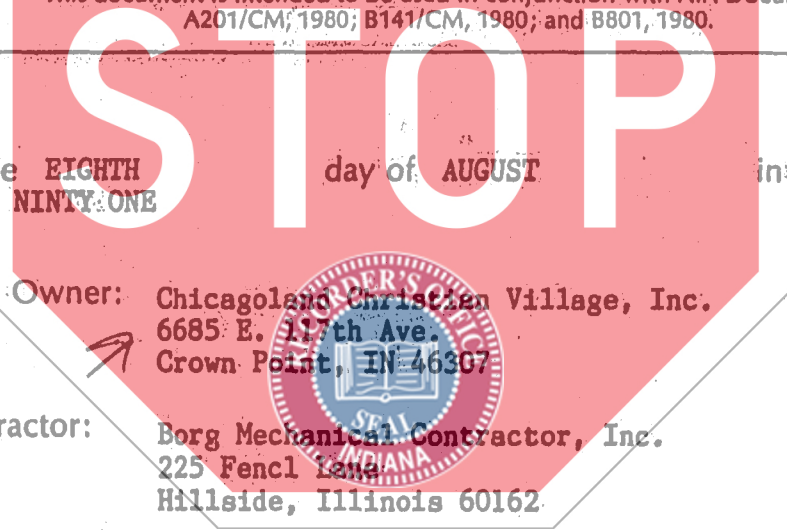
where the basis of payment is a

STIPULATED SUM

This Document is the property of

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH THE LAKESIDE ATTORNEY IS ENCOURAGED.

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 EIGHTH day of AUGUST in the year of Nineteen Hundred and NINETY-ONE

BETWEEN the Owner: Chicagoland Christian Village, Inc. 6685 E. 117th Ave. Crown Point, IN 46307

and the Contractor: Borg Mechanical Contractor, Inc. 225 Fencil Lane Hillside, Illinois 60162

the Project: Chicagoland Christian Village, Inc. 6685 E. 117th Ave. Crown Point, IN 46307

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

the Architect: Ivan L. McElwee & Associates, Inc. 211 Main Street, Suite 204, Joplin, Missouri 46801. The Owner and the Contractor agree as set forth below.

ROBERT (BOB) FREELAND REORDER

AUG 14 9 38 AM '91

STATE OF INDIANA/S.S.N.D. LAKE COUNTY FILED FOR RECORD

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**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 "U" - HVAC 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:

- i. Addendum No. 1 dated July 27, 1990
- ii. Addendum No. 2 dated July 31, 1990
- iii. Addendum No. 3 dated August 22, 1990
- iv. Addendum No. 4 dated October 8, 1990
- v. Addendum No. 5 dated December 6, 1990
- vi. Addendum No. 6 dated July 11, 1991
- vii. Architect's Supplemental Instruction #01 dated November 6, 1991
- viii. Supplemental Instruction #02 dated January 3, 1991
- ix. Supplemental Instruction #03 dated January 15, 1991
- x. Supplemental Instruction #04 dated February 7, 1991
- xi. Supplemental Instruction #05 dated April 5, 1991
- xii. Supplemental Instruction #06 dated May 24, 1991

2. Pre-Award Meeting Minutes dated August 8, 1991.

3. Work included in this contract is cutting and patching required for this work.

**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.)

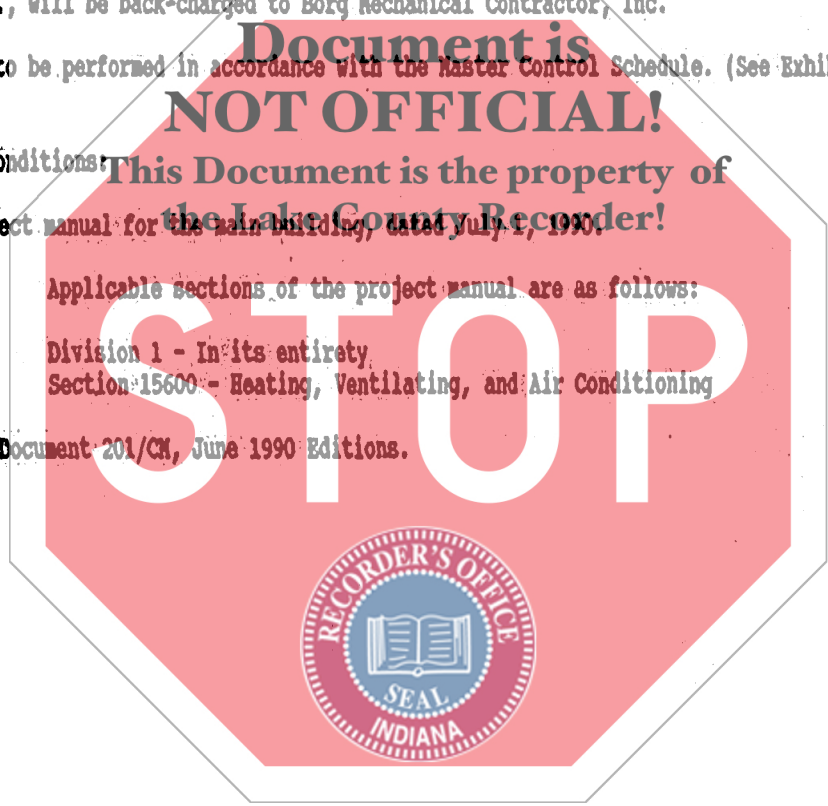
All work is to be performed in accordance with the Master Control Schedule shown on page 2AB (Exhibit A).

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 "U" - HVAC.
2. Borg Mechanical Contractor, 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 Borg Mechanical Contractor, 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 Borg Mechanical Contractor, 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:
  - A. Project manual for the main building, dated July 7, 1990.
    - i. Applicable sections of the project manual are as follows:  
Division 1 - In its entirety  
Section 15600 - Heating, Ventilating, and Air Conditioning
  - B. AIA Document 201/CM, June 1990 Editions.



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 (1990-1992) and rows for construction tasks such as EXCAVATION FILLING & GRADING, BASEMENT DRAINAGE, SITE CONCRETE WORK, CONCRETE FLOORS & WALLS, MASONRY FOUNDATIONS, BRICK VENER, STRUCTURAL STEEL, STEEL JOISTS, METAL DECKING, STRING, ROOF & DECK SYSTEM, LIGHT GAUGE STEEL FRAMING, MISC. METALS, ORNAMENTAL METAL, ROUGH CARPENTRY, FINISH CARPENTRY & MILLWORK, WOOD CASING, WATERPROOFING, PERIMETER & BASE WALL INSUL., BLANKET TYPE BLDG. INSULATION, EXTERIOR INSUL. & FINISH SYSTEM, SPRAY ON FIREPROOFING, SHINGLES, FLEXIBLE SHEET ROOFING, FLASHING & SHEET METAL, ALUM. FASCIA/SOFFIT & GUTTERS, PLASTIC SKYLIGHTS & SOLARIUMS, SEALANTS & CHAULKING, STEEL DOORS & FRAMES, WOOD DOORS, SPECIAL DOORS, ALUMINUM ENTRANCE, ALUMINUM WINDOWS, FINISH HARDWARE, GLASS & GLAZING, SYNTHETIC STUCCO, GYP DRYMALL 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, CURTAIN TRACK, LAUNDRY EQUIPMENT, DOCK BUMPERS, FOOD SERVICE EQUIPMENT, APPLIANCES & MISC. EQUIP., FURNISHINGS, SPECIAL CONSTRUCTION, NEW ELECTRICAL SERVICE, UNDERGROUND UTILITIES, HYDRAULIC ELEVATORS, FINISHING ROUGH-IN, FIRE PROTECTION SPRINKLERS, HVAC, ELECTRICAL ROUGH-IN, FIRE ALARM DETECTION SYSTEM, TELEPHONE SYSTEM, PAGING MUSIC/SCENE SYSTEM, NURSE CALL, DOOR MONITOR, TELEVISION, ELECTRICAL FIXTURES, PLUMBING FIXTURES, FINISH LIST.



(SCHEDULE.WKS)

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 MILLION TWO HUNDRED FIFTY THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS  
(\$1,250,255.00)

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

BASE BID.....\$1,678,800.00

- (1) Deduction for sales tax per our letter dated August 28, 1990.....DEDUCT.....\$ (15,000.00)
- (2) Cost reduction items contained in our letter dated September 28, 1990 include:
  - A. Relocation of cooling tower and change in pipe sizing.....DEDUCT.....\$ (2,730.00)
  - B. Substitute Marley Model NC 201 Cooling Tower.....DEDUCT.....\$ (14,880.00)
  - C. Substitute 200 Ton Electric Chiller.....DEDUCT.....\$ (91,300.00)
  - D. Substitute Bryan boilers.....DEDUCT.....\$ (47,000.00)
  - E. Delete valance units in 67 toilets. Change from 4 pipe system to 2 pipe system except as noted.....DEDUCT.....\$ (264,000.00)
  - F. Delete Performance Bond.....DEDUCT.....\$ (12,180.00)
  - G. Changes covered under Addendum No. 4 per your letter dated October 31, 1990...ADD...\$ 923.00
  - H. Changes covered under Addendums No. 5 and Addendum No. 6 per your letter dated July 31, 1991.....ADD...\$ 20,322.00
  - J. Deduct office trailer.....\$ (2,700.00)

TOTAL CONTRACT AMOUNT.....\$1,250,255.00



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 provision 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, 6685 E. 117th Avenue, Crown Point, Indiana; dated July 1, 1990 prepared by Ivan L. McElwee & Associates.
2. Contract Documents for Bid Item "U" HVAC. 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

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

8. Addendum No. 6 dated July 11, 1991

9. Architect's Supplemental Instruction #01 dated November 6, 1991

10. Supplemental Instruction #02 dated January 3, 1991

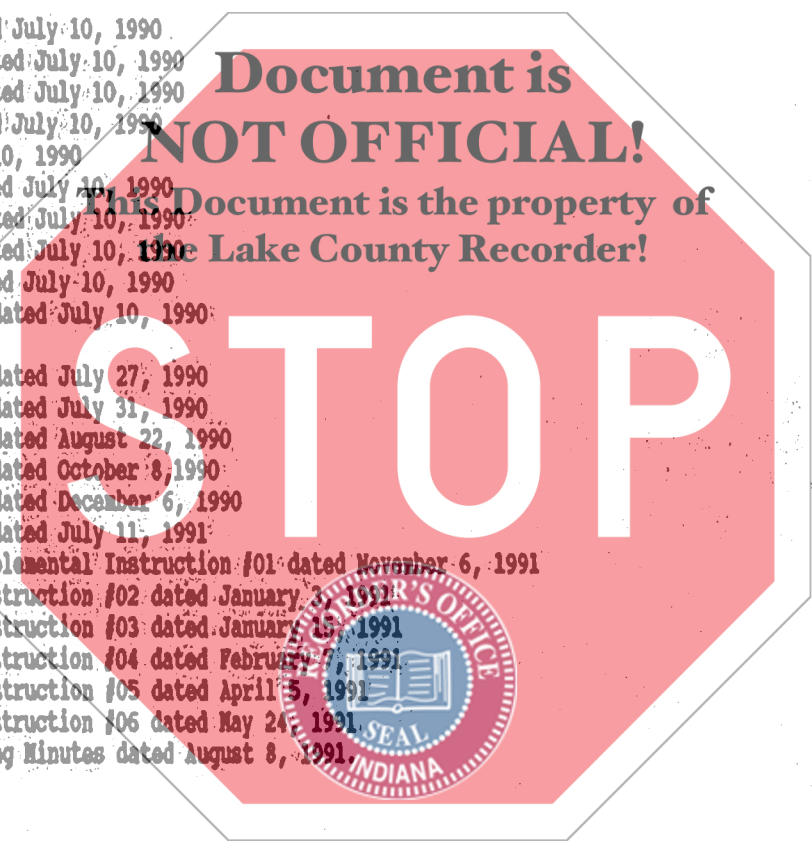
11. Supplemental Instruction #03 dated January 15, 1991

12. Supplemental Instruction #04 dated February 7, 1991

13. Supplemental Instruction #05 dated April 5, 1991

14. Supplemental Instruction #06 dated May 24, 1991

15. Pre-Award Meeting Minutes dated August 8, 1991



7.3 Temporary facilities and services:

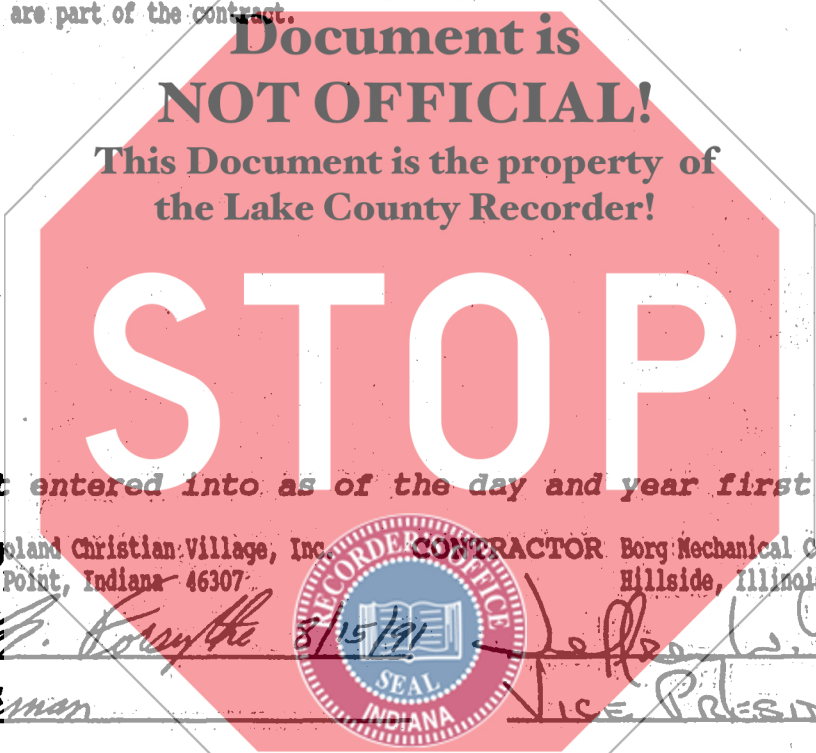
(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

Refer to Project Manual and AIA Document A201/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

CONTRACTOR Borg Mechanical Contractor, Inc.  
Hillside, Illinois 46219

*Richard S. Forsythe*  
Chairman



*Jeffrey L. Borg*  
VICE PRESIDENT 8-8-91