

AIA[®] Document A101[™] – 2007

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

AGREEMENT made as of the Twenty-Fifth day of March in the year Two Thousand Thirteen
(In words, indicate day, month and year.)

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

Lincoln School District 156
410 W. 157th St.
Calumet City, IL 60409

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

Oak Brook Mechanical Services, Inc.
961 S Route 83
Elmhurst, IL 60126

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

Service Contract for Heating, Ventilating and Air Conditioning
Lincoln School District 156
410 W. 157th St.
Calumet City, IL 60409

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

Planera Architects, Inc.
20060 Governors Drive, Suite 101
Olympia Fields, IL 60461

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-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.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

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-~~

~~3.1.1 Commencement and completion dates for this 3 year contract, renewable annually, will be fixed in a notice to proceed.)~~ proceed.

~~3.1.2 Contract term/automatic renewal as stated in Supplementary General Conditions Section 1000, Item 1.29 shall be amended as follows:~~

~~The proposed arrangement will take effect with 60 days of the award. It will continue for an original term of one (1) year. It will automatically renew on a year-to-year basis for three (3) years as stated in the notice to proceed. This agreement may be terminated at the end of each established fiscal year provided thirty (30) days notice is given of the option to not renew -~~

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 through the last day of the three (3) year contract established with the issued notice to proceed.

the last day of the three year contract form the date of commencement.

Init.

~~§ 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.)~~

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

~~, 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.)~~

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 One Hundred Eighty-Six Thousand Three Hundred Sixty-Eight and no/100 (\$ 186,368.00), 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.)

Base Bid	\$137,368.00
Alternate No. 1	\$49,000.00
Total	\$186,368.00

§ 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)
<u>None.</u>		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
<u>None.</u>	

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~~ three (3) calendar months ending on the last day of the ~~month~~, or as follows: month.

Init.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth day 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 thirty (30) days after the Architect receives the Application for Payment.

~~(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 — percent (— %). 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; Eleven quarterly payments in the amount of \$11,447.33 and the final quarterly payment of \$11,447.37 shall be made as per this Article 5 totaling the Service Contract amount of \$137,368.00~~
- ~~.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 — percent (— %); An initial cost payment for Alternate No. 1 of this agreement shall be made for \$49,000.00 after the work has been completed and accepted.~~

~~.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.)*~~

Init.

§ 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.

§ 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:

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 annually 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.

Init.

	00100	Notice to Bidders	00100-1 thru 2
	00200	Instructions to Bidders	00200-1 thru 2
	00400	Proposal Form	00400-1 thru 10
	00430	Prevailing Wages	00430-1 thru 9
	00450	Bidder Responsibility Criteria	00450-1 thru 2
	00500	A305 Contractor's Qualification Statement	00500-1 thru 4
1	GENERAL REQUIREMENTS		
	01000	Supplementary General Conditions	01000-1 thru 18
	01110	Summary of Work	01110-1 thru 2
	01230	Alternate Bids	01230-1 thru 1
	01290	Payment Procedures	01290-1 thru 5
	01330	Submittal Procedures	01330-1 thru 11
	01524	Construction Waste Management	01524-1 thru 2
	01731	Cutting and Patching	01731-1 thru 3
2	DIVISION 2 HVAC Service Contract Specification		
			2-1 thru 4
		SCHEDULE A	1 thru 2
		SCHEDULE B	1 thru 18

§ 9.1.5 The Drawings:

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

March 6, 2013

Number	Title	Date
C-1	Site and Overall Building Development	
R-1	First Floor	
R-2	Second Floor	
R-3	Roof	
NR-1	Network Riser Diagram (Building Automation System)	

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
<u>No. 1</u>	<u>March 21, 2013</u>	<u>17</u>

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:

.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.)~~

Int.

~~§ 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.)~~

~~—%~~

§ 8.3 The Owner's representative:
(Name, address and other information)

To be determined.

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

To be determined.

§ 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:

None.

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
01000	Supplementary General Conditions	01000-1 thru 18	

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
March 6, 2013

Section	Title	Date	Pages
0	BIDDING & CONTRACT REQUIREMENTS		
00010	Table of Contents		00010-1 thru 1
00015	Drawing List		00015-1 thru 1

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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
Per contract documents.

Limit of liability or bond amount (\$0.00)
Per contract documents.

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

Lincoln School District 156

Oak Brook Mechanical Services, Inc.


OWNER (Signature)


CONTRACTOR (Signature)

Darrel Taylor Superintendent
(Printed name and title)

Mark Sullivan President
(Printed name and title)

init.

Planera Architects
Inc

20060 Governors Dr Suite 101 Olympia Fields, IL 60461
P 708-747-3600 F 708-747-3650
www.planeraarchitects.com

April 9, 2013

Mr. Bill Pacura
Oak Brook Mechanical Services
961 S. Route 83
Elmhurst, IL 60126-4993

Re: Notice to Proceed
Service Contract for Heating, Ventilating and Air Conditioning
Project No. 13-156-01

Dear Mr. Pacura:

Based on the agreement, Article 3, issued for the Lincoln School District 156 Service Contract for Heating, Ventilating and Air Conditioning, we are issuing this Notice to Proceed to establish the commencement and completion of Oak Brook Mechanical Services commitment.

The commencement of services will begin 12:01 a.m. on April 17, 2013.

The completion /ending of services will be 11:59 p.m. on April 17, 2016.

Oak Brook Mechanical Services, Inc.

Accepted by: Bill Pacura FIELD ENG Date: 4-11-13
Name & title

Lincoln School District 156

Accepted by: Dyl Zr Superintendent Date: 4-16-13
Name & title

Respectfully submitted,

Planera Architects Inc.

Michael Ilko, Project Architect