AIA Document A101/CMa

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a STIPULATED SUM

1992 CONSTRUCTION MANAGER-ADVISER EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.


AGREEMENT

made as of the Twenty Second day of January in the year of Two Thousand Nine

BETWEEN the Owner: Monroe County Community School Corporation
315 North Drive
Bloomington, Indiana 47404

and the Contractor: Whaley Construction Co., Inc.
6700 S. Victor Pike
Bloomington, Indiana 47403

For the following Project:
Hoosier Hills Career Center
3070 Prow Road
Bloomington, Indiana 47403

The Construction Manager is:
Weddle Bros. Building Group, LLC
1201 West Third Street
P.O. Box 1330
Bloomington, Indiana 47403

The Architect is:
Stair Associates, Inc.
3760 West 96th Street
Indianapolis, Indiana 46268

The Owner and Contractor agree as set forth below.
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; these 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 Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

All work identified as Bid Package 2 - Masonry

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, 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 will be fixed in a notice to proceed.]

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanics liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

[Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.]

August 6, 2010

.. subject to adjustments of this Contract Time as provided in the Contract Documents.

[Insert provisions, if any, for liquidated damages relating to failure to complete on time.]

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A101/CMa-1992 2
ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Four Hundred Fifty Three Thousand Two Hundred Forty and 00/100 Dollars ($453,240.00), 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:

(Specify the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

4.3 Unit prices, if any, are as follows:

None
ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and 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.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the 20th day of the month, or as follows:

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the Twenty Fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than 80% Calendar Days thereafter. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Eighty (80) days after the Construction Manager receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 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 total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainerage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in subparagraph 7.3.7 of the General Conditions: *To be in accordance with General and Supplemental Conditions

5.6.2 Add to 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 retainerage of percent (%): *To be in accordance with General and Supplemental Conditions

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (%)* of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete, Work and unsettled claims; and *To be in accordance with General and Supplemental Conditions

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows: *To be in accordance with General and Supplemental Conditions (If it is intended, prior to substantial completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is to be explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)
ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

To be in accordance with the Contract Documents for all other provisions regarding final payments

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 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.)

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

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.)

*To be in accordance with the Contract Documents for all requirements

7.4 Other Provisions:

(Here list any special provisions affecting the Contract.)

None
ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager/Adviser Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager/Adviser Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>As itemized on Exhibit &quot;A&quot; Enumeration of Contract Documents</td>
<td></td>
<td>1-7</td>
</tr>
</tbody>
</table>

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>As itemized on Exhibit &quot;A&quot; Enumeration of Contract Documents</td>
<td></td>
<td>1-7</td>
</tr>
</tbody>
</table>

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9.1.5 The Drawings are as follows, and are dated
(unless a different date is shown below):
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

As itemized on Exhibit "A" Enumeration of Contract Documents 1-7

9.1.6 The Addenda, if any, are as follows:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

As itemized on Exhibit "A" Enumeration of Contract Documents 1-7

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.
S.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that listing requirements such as advertisement or execution in this, 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.)

The other documents referenced above are included as part of the Contract Documents and/or are supplemental to the Contract Documents. All the documents enumerated and listed in Exhibit "A" form the Contract Documents.

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER
Monroe County Community School Corporation

(Signature)
D. Jeannine Butler, President
(Printed name and title)

CONTRACTOR
Whaley Construction Co., Inc.

(Signature)
David S. Whaley, President
(Printed name and title)

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MCCSC Hoosier Hills Building Renovation

Cover

Cover Sheet

Architectural

C101   Existing Site Condition Plan
C201   Selective Site Demolition Plan
C301   Site Improvement Plan
C401   Site Grading And Drainage Plan
C501   Site Utility Plan
C601   Site Details
C602   Site Details
C603   Site Details

S1     Foundation Plans & Details – Units A And C
S2     Framing Plans & Details – Units A And C
S3     Mezzanine Foundation Plan, Framing Plan And Details
S4     Canopy Foundation Plan, Framing Plan And Details

A101   Life Safety Plan

D101   Floor Demolition Plan And Existing Floor Level Plan
D201   Demolition Plan – Unit A
D202   Demolition Plan – Unit B

A201   Floor Plan – Unit A
A202   Floor Plan – Unit B
A203   Floor Plan – Unit C And Wall Types
A211   Reflected Ceiling Plan – Unit A
A212   Reflected Ceiling Plan – Unit B
A213   Reflected Ceiling Plan – Unit C

A1     Roof Plans
A2     Detailed Roof Plans
A3     Roof Details
A4     Roof Details

A301   Exterior Building Elevations
A302   Exterior Building Elevations
A303   Building Sections

A401   Wall Sections
A402   Wall Sections
A403   Wall Sections

A501   Door Schedule, Door and Frame Elevation, Window Elevations
A502   Head, Jamb And Sill Details

A601   Plan Details

A701   Casework Elevations
A702   Casework Elevations

Exhibit A
10-20-08
## BIDDING REQUIREMENTS

- 00020 Invitation For Bids
- 00100 Instructions To Bidders
  - AIA Document A701
- 00120 Supplementary Instructions To Bidders
- 00121 Bidder's Substitution Request Form
- 00130 Pre-Bid Conference
- 00210 Wage Scale (Provided in Addenda)
- 00312 Bid Form
- 00315 Form 96 Contractors Bid for Public Works
- 00435 Subcontractors and Products List

## CONTRACT FORMS AND CONDITIONS

- 00500 Agreement
  - AIA Document A101/CMA - 1992
- 00700 General Conditions
  - AIA Document A201/CMA-1992
- 00800 Supplementary Conditions
- 00801 Insurance and Bonding Requirements

## DIVISION 01 GENERAL REQUIREMENTS

- 01010 Summary of Work – Multiple Contracts
- 01020 Allowances
- 01027 Applications for Payments
- 01030 Alternates
- 01035 Modification Procedures
- 01040 Project Coordination
- 01045 Cutting and Patching
- 01050 Field Engineering
- 01095 Reference Standards and Definitions
- 01200 Project Meetings
- 01220 Unit Pricing
- 01300 Submittals
- 01401 Quality Control Services
- 01501 Construction Facilities – Multiple Contracts
- 01600 Material and Equipment
- 01631 Product Substitutions
- 01700 Project Closeout
- 01740 Warranties and Bonds

## SUPPLEMENT TO DIVISION 1

- 01900 Additional Requirements for Divisions 15 & 16
- 01910 Requirements in General for Divisions 15 & 16
- 01920 Product Requirements for Divisions 15 & 16
- 01930 Execution Requirements for Divisions 15 & 16
DIVISION 2 SITE CONSTRUCTION
02020 Erosion & Sediment Control
02230 Site Clearing
02260 Excavation & Support Protection
02300 Earthwork
02340 Finish Grading
02361 Termite Control
02500 CBU Construction Specifications
02620 Subdrainage
02630 Storm Drainage
02741 Hot Asphalt Drainage
02821 Chain Link Fences & Gates
02920 Lawns & Gardens

DIVISION 3 CONCRETE
03300 Cast-In-Place Concrete
S03300 Structural Cast-In-Place Concrete
R03510 Gypsum Roof Deck

DIVISION 4 MASONRY
04810 Unit Masonry Assemblies
04860 Stone Masonry

DIVISION 5 METALS
05120 Structural Steel
05210 Steel Joists
05310 Steel Deck
05400 Cold-Formed Framing
05500 Metal Fabrications
05511 Metal Stairs
05521 Pipe & Tube Rail
S05311 Steel Roof Deck Repair

DIVISION 6 WOOD & PLASTICS
06160 Sheathing
06402 Interior Architectural Woodwork
R06100 Rough Carpentry (Roofing)

DIVISION 7 THERMAL & MOISTURE PROTECTION
07115 Bituminous Damp Proofing
07210 Building Insulation
07241 Polymer-based Exterior Insulation & Finish System (EFIS) (Direct Applied) at entry soffit
07272 Fluid Applied Waterproofing
07412 Metal Wall Panels
07841 Through-Penetration Fire Stop System
07842 Fire Resistant Joint Systems
07920 Joint Sealants
R07015 Preparation for Roofing
R07185 Nailed Base Sheet
R07220 Roof Insulation
R07530 EDPM Single Ply Roofing
R7600 Sheet Metal Flashing & Trim
R7700 Roof Accessories
R7900 Sealants (Roofing)
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15450 Plumbing Fixtures and Trim
15501 Fire Protection
15660 Vertical Unit Ventilator
15680 Fuel Fires Heaters
15682 Water Treatment
15702 Hot Water and Chilled Water Piping System
15702 Closed Loop Specialties
15761 Unit Heaters and Convectors
15762 Fan Coil Units
15830 Power Roof Ventilator
15831 Ceiling Exhaust Fan
15834 Fume Extractor Arm System
15835 Air Handle Unit
15836 Variable Frequency Drives
15837 Intake and Exhaust Hoods
15838 Gas Fired Make-up Air Unit
15840 Louvers
15841 Low Pressure Sheet Metal Work
15845 Duct Liner
15870 Air Devices
15871 Air Terminal Units
15886 Pennant Hung Ceiling Fans
15887 Ambient Air Filter Systems
15888 Sawdust Collecting System
15902 Temperature Control and Energy Management System
15950 Air System Adjusting and Balancing

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16110 Raceways
16120 Wires and Cables
16130 Boxes, Cabinets and Fittings
16143 Wiring Devices
16160 Motor Starter/Controllers
16170 Circuit and Motor Disconnects
16190 Supports Devices
16195 Electrical Identification
16425 Switchboards
16452 Grounding
16460 Grounding
16460 Transformers
16470 Panelboards
16475 Overcurrent Protective Devices
16476 Surge Suppression
16477 Fuses
16500 Lighting Fixtures
16721 Fire Alarm
16750 Communication Systems
16782 Video Display Mounts
16783 Audio Systems
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Addendum NO. 2- October 30, 2008
Addendum NO. 3- November 3, 2008
Addendum NO. 4-November 6, 2008
Addendum NO. 5- November 12, 2008
Addendum NO. 6- November 14, 2008
Addendum NO. 7- November 18, 2008
Addendum NO. 8- November 19, 2008

Exhibit A