

 **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 12th day of June in the year Two Thousand Eighteen
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)
Board of Education of the Centerville City School District
111 Virginia Avenue
Centerville, Ohio 45458

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

for the following Project and Work:
(Name, location, and detailed description)
Self-Provisioned Fiber Project and Services Provided over Third Party Networks

The Architect:
(Name, address and other information)
Levin Porter Architects
3011 Newmark Drive
Miamisburg, Ohio 45342

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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User Notes: A101-2007 - Centerville CSD - Fiber Project & Services Provided over 3rd Party Networks

(861359413)

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Bidding Requirements, Conditions of the Contract (General, Supplementary and other Conditions, and items designated as being part of the Contract Documents), 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. A Modification is (1) a written amendment to the Agreement signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. A more detailed enumeration of certain 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 or reasonably inferable as necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Except as expressly provided for in the Contract Documents to the contrary, the Contractor at its sole cost, risk, and expense shall construct, equip, provide, purchase, pay for, and furnish all of the Work in accordance with the Contract Documents and governmental codes and regulations as they apply to the performance of the Work.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this
(Paragraphs deleted)
Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 The Contractor shall achieve Substantial Completion of the Work not later than _____, 2018.

The dates of Substantial Completion and final completion are subject to adjustments of the Contract Time as provided in the Contract Documents.

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§ 3.4 If the Contractor shall fail, neglect, and/or refuse to complete any portion of the Work within the provisions of the approved construction schedule, and it is further determined that these delays directly delay Substantial Completion, Contractor shall be subject to liquidated damages (not a penalty) at the rate set forth below per calendar day for the total number of days the portion of that Work or milestone requirement is delayed beyond the completion date:

LIQUIDATED DAMAGES

Contract Amount	Dollars Per Day
\$1.00 to \$100,000.00	\$250.00
\$100,000.01 to \$500,000.00	\$500.00
\$500,000.01 to \$2,000,000.00	\$1,000.00
\$2,000,000.01 to \$5,000,000.00	\$2,000.00
\$5,000,000.01 to \$10,000,000.00	\$2,500.00
More than \$10,000,000.00	\$3,000.00

(Table deleted)

Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work and shall be in addition to any other remedies available to Owner. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due Contractor. Any liquidated damages not so deducted shall be payable by the Contractor to the Owner upon demand. Liquidated damages are not intended to compensate the Owner for any damages the Owner incurs on account of any claims attributable to the Contractor that are brought by others, including separate contractors.

(Paragraph deleted)

Notwithstanding anything to the contrary in the Contract, if the Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions of this Section because any portion thereof is found to be unenforceable or invalid as a penalty or otherwise, then, the Owner shall be entitled to recover from the Contractor all of the Owner's actual damages in connection with any failure by the Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, consequential damages.

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 a stipulated sum of _____ and _____/100 Dollars (\$ _____), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon a base bid of \$409,794 and the following alternates which are described in the Contract Documents and are hereby accepted by Owner.

§ 4.3 UNIT PRICES

§ 4.3.1 The following unit prices are provided for informational purposes and are not included in the Contract Sum: *(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

§ 4.3.2 Unit prices included in the Contract Sum, if any: *(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

(Table deleted)

§ 4.3.3 The unit prices noted in this Section 4.3 are considered complete and include all materials, equipment, labor, delivery, installation, overhead, profit, and any other costs or expenses, in connection with, or incidental to, the performance of that portion of the Work to which the unit prices apply.

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance Amount
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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon approved Applications for Payment including all supporting documentation submitted to the Owner through the Architect by the Contractor, such other information, documentation and materials as the Owner and Architect may require, 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 ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment and all supporting documentation is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month.

§ 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. 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 the General Conditions of the Contract;
- .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).
- .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 the General Conditions.
- .5 All payments shall be subject to the retainage requirements of Ohio Revised Code Sections 153.13, 153.14 and 153.63.

- (a) Labor. Payments for labor incorporated into the Work under either a unit price or lump sum contract will be at the rate of 92 percent of the amount set forth in the Contractor's Application for Payment and approved by the Architect until the Work is 50 percent complete. When the Work is 50 percent complete, the payment for labor incorporated into the Work will be at the rate of 100 percent of the amount set forth in the Contractor's Application for Payment and approved by the Architect.

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- (b) Materials and Equipment. There shall be paid to the Contractor a sum at the rate of 92 percent of the invoice costs, not to exceed the scheduled value in a unit price or lump sum contract, of material delivered on the site of the Work, or suitably stored off site. The balance of the scheduled value will be payable when the materials and equipment are incorporated into the Project and accepted by Owner. The Contractor shall be paid at the rate of 100% of the scheduled value for materials incorporated into the Project. Incorporated into the Project means such materials and equipment are installed and conform to the requirements of the Project. Partial or full payment to the Contractor(s) for material, equipment, or Work in place shall not start any applicable warranty period.
- (c) On Contracts totaling \$15,000 or more, unless waived by the Contractor, an escrow account shall be established in a financial institution, as escrow agent, selected by the Owner at the time Contracts are executed, and funds retained for the faithful performance of the Work shall be deposited into the escrow account when the Work is fifty percent (50%) complete as more particularly governed by Ohio Revised Code Section 153.63.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 herein 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 and/or uncorrected Work, retainage applicable to such Work and unsettled claims; and
- .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 the General Conditions.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as
(Paragraphs deleted)

set forth in the General and Supplementary Conditions. Moreover, the Owner shall have the option in its sole discretion, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy that the Owner has under the Contract Documents, at law or in equity.

§ 5.1.9 If all or part of any funds of the Contractor that are held by the Owner, whether it be retainage, escrowed funds or otherwise, should be attached, garnished or levied upon under any order of court, or if the delivery thereof shall be stayed or enjoined by any order of court, or if any other writ, order, judgment, or decree shall be made or entered by any court affecting the held funds, or any part thereof whether with or without jurisdiction, and in case Owner obeys and complies with any such writ, order judgment, or decree, Owner shall not be liable to the Contractor, its successors, or assigns, and Contractor shall indemnify and hold Owner harmless for its compliance with such writ, order, judgment or decree, notwithstanding that such writ, order, judgment or decree be subsequently reversed, modified, annulled, set aside, or vacated.

§ 5.1.10 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 of the General Conditions, 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.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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(Paragraphs deleted)

§6.1.1 The Architect will serve as Initial Decision Maker.

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 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.

§ 8.2 The Owner's representative is:

Centerville City School District
111 Virginia Ave
Centerville, Ohio 45458
Attn: Shannon Morgan
Phone: 937-433-8841
Email: shannon.morgan@centerville.k12.oh.us

§ 8.3 The Contractor's representative is

[]

§ 8.4

(Paragraphs deleted)

Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.5 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 8.5.1 Unless otherwise required by the Contract Documents or the Bidding Documents, within ten (10) days after the date of commencement of the Work, the Contractor shall submit the names of the Subcontractors it proposes to use and the subcontract amount, a list of the suppliers of materials and equipment it proposes to use, and a list of such materials including the manufacturer thereof. Under no circumstances will the Contractor propose to use any materials or equipment which is not specified, and the failure to object to materials or equipment which are not specified shall not constitute the approval of them. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect has reasonable objection to any such proposed person or entity. Copies of bids or other proposals from Subcontractors or Sub-subcontractors shall, upon request of the Owner or Architect, be submitted to the Owner and the Architect.

§ 8.5.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection as not responsible. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 8.5.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor as not responsible, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 8.5.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution. The Contractor shall notify the Owner and the Architect of the proposed substitution of a Subcontractor, person, or entity a minimum of 10 days prior to the proposed change. The Owner may require the Contractor to change a Subcontractor or Sub-subcontractor previously approved.

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§ 8.6 PROGRESS MEETINGS:

§ 8.6.1 The Architect may, as Architect deems necessary, schedule progress meetings for all Contractors. The purpose of the progress meeting is to review progress in the Work, discuss anticipated progress during the following weeks, and review critical operations and existing and potential problems. The Architect shall notify the Contractor of the time and place of the progress meeting which shall thereafter be the same day and hour of the week for the duration of the Project, unless the Architect shall notify the Contractor of a different day and hour at least two (2) days in advance.

§ 8.6.2 The Contractor shall attend and shall be represented at every progress meeting by a person authorized with signature authority to make decisions regarding possible modification of the Contract Documents, and the Contractor shall have any of the Contractor’s Subcontractors and material suppliers attend the progress meeting as deemed advisable by the Contractor or as requested by the Architect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include the following (it being understood that Article 1 herein may designate certain additional items as a Contract Document).

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as modified.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as modified, and contained in the Project Manual for the Project dated _____, 2018.

§ 9.1.3 The Supplementary and other Conditions of the Contract, if any, are those contained in the Project Manual referenced in Section 9.1.2 herein.

(Table deleted)

§ 9.1.4 The

(Paragraphs deleted)

Specifications are those contained or referenced in the Project Manual.

(Table deleted)

§ 9.1.5 The

(Paragraphs deleted)

Drawings are those referenced in Exhibit A.

(Table deleted)

§ 9.1.6 The Addenda are as follows:

(Table deleted)

[_____]

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

(Paragraph deleted)

§ 10.1. The Contractor shall purchase and maintain insurance as set forth in Article 11 of the General Conditions.

(Table deleted)

§ 10.2. The Contractor shall provide a bond meeting the requirements of Ohio Revised Code Chapter 153 as more particularly set forth in the Instructions to Bidders.

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

(OWNER)

Board of Education of the
Centerville City School District

(CONTRACTOR)

[_____]

By: _____
President

By: _____

By: _____
Treasurer

Print Name/Title: _____



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CERTIFICATE
(Section 5705.41, R.C.)

I certify that the money required to meet the obligations of the Board of Education during the current fiscal year under the Agreement has been lawfully appropriated for those purposes and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Revised Code.

By: _____
Treasurer, Board of Education of the
Centerville City School District

Dated: _____, 2018

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/

EXHIBIT A
Drawing Index



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/

Additions and Deletions Report for AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:24:42 on 07/20/2018.

PAGE 1

AGREEMENT made as of the 12th day of June in the year Two Thousand Eighteen
(In words, indicate day, month and ~~year~~ year)

...

(Name, ~~legal status~~, address and other information)
Board of Education of the Centerville City School District
111 Virginia Avenue
Centerville, Ohio 45458

...

(Name, ~~legal status~~, address and other information)

for the following ~~Project~~ Project and Work:
(Name, ~~location~~ location, and detailed description)
Self-Provisioned Fiber Project and Services Provided over Third Party Networks

...

(Name, ~~legal status~~, address and other information)
Levin Porter Architects
3011 Newmark Drive
Miamisburg, Ohio 45342

PAGE 2

The Contract Documents consist of this Agreement, Bidding Requirements, Conditions of the Contract (General, Supplementary and other ~~Conditions~~), Conditions, and items designated as being part of the Contract Documents, 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. A Modification is (1) a written amendment to the Agreement signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. ~~A more detailed enumeration of the certain~~ Contract Documents, other than a Modification, appears in Article 9.

...

The Contractor shall fully execute the Work described in the Contract Documents or reasonably inferable as necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Except as expressly provided for in the Contract Documents to the contrary, the Contractor at its sole cost, risk, and expense shall construct, equip, provide, purchase, pay for, and furnish all of the Work in accordance with the Contract Documents and governmental codes and regulations as they apply to the performance of the Work.

...

§ 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 will be fixed in a notice to proceed.)

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:

Agreement.

§ 3.2 The Contract Time shall be measured from the date of ~~commencement~~ commencement of the Work.

§ 3.3 The Contractor shall achieve Substantial Completion of the ~~entire Work not later than~~ () days from the date of commencement, or as follows: Work not later than _____, 2018.
(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.) The dates of Substantial Completion and final completion are subject to adjustments of the Contract Time as provided in the Contract Documents.

§ 3.4 If the Contractor shall fail, neglect, and/or refuse to complete any portion of the Work within the provisions of the approved construction schedule, and it is further determined that these delays directly delay Substantial Completion, Contractor shall be subject to liquidated damages (not a penalty) at the rate set forth below per calendar day for the total number of days the portion of that Work or milestone requirement is delayed beyond the completion date:

LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$100,000.00	\$250.00
\$100,000.01 to \$500,000.00	\$500.00
\$500,000.01 to \$2,000,000.00	\$1,000.00
\$2,000,000.01 to \$5,000,000.00	\$2,000.00
\$5,000,000.01 to \$10,000,000.00	\$2,500.00
More than \$10,000,000.00	\$3,000.00

Portion of Work

Substantial Completion Date

~~subject to adjustments of this Contract Time as provided in the Contract Documents.~~ Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work and shall be in addition to any other remedies available to Owner. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due Contractor. Any liquidated damages not so deducted shall be payable by the Contractor to the Owner upon demand. Liquidated damages are not intended to compensate the Owner for any damages the Owner incurs on account of any claims attributable to the Contractor that are brought by others, including separate contractors.

(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.)

Notwithstanding anything to the contrary in the Contract, if the Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions of this Section because any portion thereof is found to be unenforceable or invalid as a penalty or otherwise, then, the Owner shall be entitled to recover from the Contractor all of the Owner's actual damages in connection with any failure by the Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, consequential damages.

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§ 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 (\$ ~~—~~), a stipulated sum of _____ and _____ /100 Dollars (\$ _____), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon ~~the following alternates, if any,~~ a base bid of \$409,794 and the following ~~alternates~~ 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.) Owner.

§ 4.3 Unit prices, if any: **UNIT PRICES**

§ 4.3.1 The following unit prices are provided for informational purposes and are not included in the Contract Sum:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

§ 4.3.2 Unit prices included in the Contract Sum, if any:

...

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.3.3 The unit prices noted in this Section 4.3 are considered complete and include all materials, equipment, labor, delivery, installation, overhead, profit, and any other costs or expenses, in connection with, or incidental to, the performance of that portion of the Work to which the unit prices apply.

PAGE 4

Item	Price Allowance Amount
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...

§ 5.1.1 Based upon ~~Applications for Payment submitted to the Architect by the Contractor~~ approved Applications for Payment including all supporting documentation submitted to the Owner through the Architect by the Contractor, such other information, documentation and materials as the Owner and Architect may require, 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 ending on the last day of the month, or as follows:

month.

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

(Federal, state or local laws may require payment within a certain period of time.)last day of the following month.

...

- .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 (%). values. 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, the General Conditions of the Contract for Construction; Contract;
- .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 (%); writing).

...

- .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 of the General Conditions.
- .5 All payments shall be subject to the retainage requirements of Ohio Revised Code Sections 153.13, 153.14 and 153.63.
 - (a) Labor. Payments for labor incorporated into the Work under either a unit price or lump sum contract will be at the rate of 92 percent of the amount set forth in the Contractor's Application for Payment and approved by the Architect until the Work is 50 percent complete. When the Work is 50 percent complete, the payment for labor incorporated into the Work will be at the rate of 100 percent of the amount set forth in the Contractor's Application for Payment and approved by the Architect.
 - (b) Materials and Equipment. There shall be paid to the Contractor a sum at the rate of 92 percent of the invoice costs, not to exceed the scheduled value in a unit price or lump sum contract, of material delivered on the site of the Work, or suitably stored off site. The balance of the scheduled value will be payable when the materials and equipment are incorporated into the Project and accepted by Owner. The Contractor shall be paid at the rate of 100% of the scheduled value for materials incorporated into the Project. Incorporated into the Project means such materials and equipment are installed and conform to the requirements of the Project. Partial or full payment to the Contractor(s) for material, equipment, or Work in place shall not start any applicable warranty period.
 - (c) On Contracts totaling \$15,000 or more, unless waived by the Contractor, an escrow account shall be established in a financial institution, as escrow agent, selected by the Owner at the time Contracts are executed, and funds retained for the faithful performance of the Work shall be deposited into the escrow account when the Work is fifty percent (50%) complete as more particularly governed by Ohio Revised Code Section 153.63.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 herein 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.) and/or uncorrected Work, retainage applicable to such Work and unsettled claims; and
- .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; the General Conditions.

§ 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.)

set forth in the General and Supplementary Conditions. Moreover, the Owner shall have the option in its sole discretion, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy that the Owner has under the Contract Documents, at law or in equity.

§ 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. If all or part of any funds of the Contractor that are held by the Owner, whether it be retainage, escrowed funds or otherwise, should be attached, garnished or levied upon under any order of court, or if the delivery thereof shall be stayed or enjoined by any order of court, or if any other writ, order, judgment, or decree shall be made or entered by any court affecting the held funds, or any part thereof whether with or without jurisdiction, and in case Owner obeys and complies with any such writ, order judgment, or decree, Owner shall not be liable to the Contractor, its successors, or assigns, and Contractor shall indemnify and hold Owner harmless for its compliance with such writ, order, judgment or decree, notwithstanding that such writ, order, judgment or decree be subsequently reversed, modified, annulled, set aside, or vacated.

§ 5.1.10 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.

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- .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, 12.2 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and

...

§ 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:

Payment.

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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)*

§6.1.1 The Architect will serve as Initial Decision Maker.

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of ~~AIA Document A201-2007~~ the General Conditions.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of ~~AIA Document A201-2007~~ the General Conditions.

...

§ 8.1 Where reference is made in this Agreement to a provision of ~~AIA Document A201-2007~~ the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

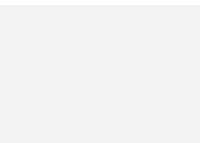
§ 8.2 ~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ The Owner's representative is:

Centerville City School District
111 Virginia Ave
Centerville, Ohio 45458
~~(Insert rate of interest agreed upon, if any.)~~ Attn: Shannon Morgan
Phone: 937-433-8841
% Email: shannon.morgan@centerville.k12.oh.us

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

[_____]

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



Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

~~§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.~~ **AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

§ 8.5.1 Unless otherwise required by the Contract Documents or the Bidding Documents, within ten (10) days after the date of commencement of the Work, the Contractor shall submit the names of the Subcontractors it proposes to use and the subcontract amount, a list of the suppliers of materials and equipment it proposes to use, and a list of such materials including the manufacturer thereof. Under no circumstances will the Contractor propose to use any materials or equipment which is not specified, and the failure to object to materials or equipment which are not specified shall not constitute the approval of them. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect has reasonable objection to any such proposed person or entity. Copies of bids or other proposals from Subcontractors or Sub-subcontractors shall, upon request of the Owner or Architect, be submitted to the Owner and the Architect.

§ 8.5.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection as not responsible. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 8.5.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor as not responsible, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 8.5.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution. The Contractor shall notify the Owner and the Architect of the proposed substitution of a Subcontractor, person, or entity a minimum of 10 days prior to the proposed change. The Owner may require the Contractor to change a Subcontractor or Sub-subcontractor previously approved.

§ 8.6 Other provisions: PROGRESS MEETINGS:

§ 8.6.1 The Architect may, as Architect deems necessary, schedule progress meetings for all Contractors. The purpose of the progress meeting is to review progress in the Work, discuss anticipated progress during the following weeks, and review critical operations and existing and potential problems. The Architect shall notify the Contractor of the time and place of the progress meeting which shall thereafter be the same day and hour of the week for the duration of the Project, unless the Architect shall notify the Contractor of a different day and hour at least two (2) days in advance.

§ 8.6.2 The Contractor shall attend and shall be represented at every progress meeting by a person authorized with signature authority to make decisions regarding possible modification of the Contract Documents, and the Contractor shall have any of the Contractor's Subcontractors and material suppliers attend the progress meeting as deemed advisable by the Contractor or as requested by the Architect.

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§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, ~~are enumerated in the sections below~~ include the following (it being understood that Article 1 herein may designate certain additional items as a Contract Document).

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, as modified.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as modified, and contained in the Project Manual for the Project dated _____, 2018.

§ 9.1.3 The Supplementary and other Conditions of the ~~Contract~~ Contract, if any, are those contained in the Project Manual referenced in Section 9.1.2 herein.

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Specifications are those contained or referenced in the Project Manual.

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Drawings are those referenced in Exhibit A.

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any: Addenda are as follows:

Number	Date	Pages
--------	------	-------

~~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.)~~

~~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.)~~ § 10.1. The Contractor shall purchase and maintain insurance as set forth in Article 11 of the General Conditions.

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
---------------------------	--

§ 10.2. The Contractor shall provide a bond meeting the requirements of Ohio Revised Code Chapter 153 as more particularly set forth in the Instructions to Bidders.

...

OWNER *(Signature)*

(Printed name and title)

(OWNER)

**Board of Education of the
Centerville City School District**

By: _____

President

By: _____

Treasurer

CONTRACTOR *(Signature)*

(Printed name and title)

(CONTRACTOR)

_____]

By: _____

Print Name/Title:



CERTIFICATE
(Section 5705.41, R.C.)

I certify that the money required to meet the obligations of the Board of Education during the current fiscal year under the Agreement has been lawfully appropriated for those purposes and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Revised Code.

By: _____
Treasurer, Board of Education of the
Centerville City School District

Dated: _____, 2018

EXHIBIT A
Drawing Index



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:24:42 on 07/20/2018 under Order No. 2694747181 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)