



AIA®

# Document A101® – 2017

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

AGREEMENT made as of the twenty ninth day of May in the year two thousand twenty four  
(In words, indicate day, month and year.)

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

Franklin County Board  
403 E Main Street  
Benton, IL 62812

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

Fager-McGee Commercial Construction, Inc.  
347 S. Williams St.  
Murphysboro, IL 62966

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

Franklin County Emergency Operations & Communications Center  
403 E Main Street  
Benton, IL 62812

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

Archimages, Inc.  
6400 W. Main St., Ste 1Q  
Belleville, IL 62223

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.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, 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.

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**EXHIBIT A 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:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

The date of commencement for the work will be the later of the date set forth in a Notice to Proceed issued by the Owner or the date of issuance of building permits.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

Not later than Three hundred sixty five ( 365 ) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### 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 three million two hundred fifty one thousand dollars (\$ 3,251,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #01: Provide and install "Mechanical Unit RTU-1b and Associated Ductwork, etc."	One hundred nine thousand dollars (\$109,000.00)

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
Inspections and Testing	\$15,000.00

#### § 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Item #1: Removal and disposal of unsatisfactory soils and import, placement and compaction of geotechnical engineer approved soils.	Per cubic yard	\$45.00
Item #2: Treatment of "on-site" unsatisfactory soils.	Per cubic yard	\$12.00
Item #3: Removal and disposal of rippable rock.	Per cubic yard	\$20.00
Item #4: Removal and disposal of non-rippable rock.	Per cubic yard	\$20.00
Item #5: Removal and disposal of trench rock.	Per cubic yard	\$27.00
Item #6: Removal and disposal of existing buried concrete or man-made items.	Per cubic yard	\$27.00

Item #7: Cutting and patching of concrete slabs on grade.	Per square foot	\$25.00
Item #8: Lean concrete for soil remediation.	Per cubic yard	\$308.00
Item #9: Surplus soil haul off.	Per cubic yard	\$20.00
Item #10: Soil import and placement, including compaction.	Per cubic yard	\$35.00
Item #11: 1-inch clean rock and placement, including compaction.	Per cubic yard	\$63.00
Item #12: 1-inch minus rock and placement, including compaction.	Per cubic yard	\$63.00
Item #13: 2-inch clean rock and placement, including compaction.	Per cubic yard	\$63.00
Item #14: 2-inch minus rock and placement, including compaction.	Per cubic yard	\$65.00
Item #15: Topsoil place and final graded.	Per cubic yard.	\$55.00
Item #16: Cold weather masonry: Heat mortar	Per 8.5 hour period	\$2,800.00
Item #17: Cold weather masonry: Heated enclosure for work in progress.	Per 24 hour period	\$11,500.00
Item #18: Cold weather masonry: Heated masonry	Per 8.5 hour period	\$6,000.00
Item #19: Cold weather masonry: Blanket masonry	Per 24 hour period	\$4,500.00

**§ 4.5 Liquidated damages, if any:**

*(Insert terms and conditions for liquidated damages, if any.)*

Per Spec Section 00 73 00, Section J.1.a - \$500.00 per calendar day (no cap) until Project Substantial Completion is achieved.

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

N/A

**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 ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the first business day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the first business day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

Init.

§ 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 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 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, included completion or correction of all punchlist items, except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 all close-out documentation required under the Contract Documents, lien waivers and releases of claims from Contractor and all of its Subcontractors and suppliers providing more than \$1,000 of services, equipment or suppliers for the Work, warranties and all certified payrolls and affidavit of compliance with the prevailing wage laws have been submitted and 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, complete with all supporting documentation and close-out documents required under this Contract or otherwise reasonably requested by the Owner.

§ 5.3 Interest

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.)*

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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 Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

As set forth in Article 14 of the AIA Document A201-2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 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:

*(Name, address, email address, and other information)*

J. Larry Miller, County Board Chairman  
Franklin County Jail Public Building Commission  
403 E Main Street  
Benton, IL 62812

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Darin Fager  
Fager-McGee Commercial Construction, Inc.  
347 S. Williams St.  
Murphysboro, IL 62966

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7 Other provisions:**

**§ 8.7.1** The prevailing party in any legal or alternative dispute resolution proceeding entered into to enforce the terms or provisions of this Contract shall be entitled to recover its reasonable attorneys' fees and/or legal expenses to the extent the party succeeds in such proceeding.

**§ 8.7.2** Not less than the prevailing hourly rate of wages set out in the Wage Determination provided in Section 00 31 00 of the Project Manual shall be paid to all workers performing Work under this Contract.

**§ 8.7.3** The Contractor shall forfeit, One Hundred Dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, that such worker is paid less than the stipulated rates for any work done under said Contract by Contractor or any of its Subcontractors. Contractor and all subcontractors shall be required to submit certified weekly payroll sheets with their monthly invoices, showing compliance with Illinois prevailing wage laws, as well as an Affidavit of Compliance with Illinois prevailing wage law at the conclusion of the Project prior to final payment. Accurate records pertaining to wages paid all workers employed on the Project shall be kept within the State of Illinois by Contractor and each subcontractor for a period of one (1) year following final completion.

**§ 8.7.4** The Contractor shall furnish both a payment bond which meets all statutory requirements for public works projects and a performance bond in the full amount of the cost of the Work and such performance bond shall meet any and all requirements set forth in the Construction Documents. Contractor's bonds shall include such provisions as will guarantee faithful performance of the prevailing hourly wage clauses under this Contract.

**§ 8.7.5** Contractor shall comply with the insurance requirements set out in Exhibit A- Contractor's Insurance Requirements attached hereto.

**§ 8.7.6** This is a tax-exempt project and Owner has provided Contractor a Illinois State Tax Exemption Certificate. Contract shall make all material purchases for this particular project with the Tax Exemption Certification and therefore will not incur Illinois State Sales Tax. The Owner will not reimburse the Contractor for sales tax under any circumstance.

**§ 8.7.7** Contractor shall provide a ten-hour OSHA construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Illinois Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within 60 days of beginning work on such project.

**§ 8.7.8** Notwithstanding the fact that this Agreement is executed as of the date set forth herein, the parties recognize that portions of the services required hereunder may have already been performed prior to such date, all of which services shall be governed by the terms and conditions of this Agreement. Contractor shall not be entitled to any compensation for such prior activities and services except as expressly provided for herein. Without limiting any of the foregoing, all of the Contractor's liabilities and obligations to the Owner shall apply to all pre-execution services performed by the Contractor, notwithstanding the fact that such services may have been performed prior to the date of this Agreement pursuant to prior negotiations, representations, agreements and understandings or otherwise.

**§ 8.7.9** It is the policy of the Owner that weapons (concealed or otherwise), smoking, alcohol, drugs, profanity, amplified sounds and inappropriate behavior (as defined by Owner) are not allowed on any of its job sites. The Contractor shall comply and shall cause all of its Subcontractors to comply with this policy. Violation of this policy may result in immediate dismissal of the individual and/or the contractor committing the violation. In addition, the safety of the public as well as Owner's staff is of utmost priority. Any individual and/or contractor with disregard for such safety will be immediately dismissed from the job site.

**§ 8.7.10**

During the performance of this Contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the



following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal Government setting forth the requirements of this Equal Opportunity clause.

- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by an appropriate agency of the Federal Government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of the Contractor's noncompliance with the Equal Opportunity Conditions of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part; and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 on September 24, 1965; and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation or order of the Secretary of Labor, or as provided by law.
- (g) The Contractor will include all of Clauses 13.9.1.1 through 13.9.1.7 inclusive in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any Subcontract or purchase order as the appropriate agency of the Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with, litigation to protect the interest of the United States.
- (h) Exemptions to the above Equal Opportunity conditions are Contracts and Subcontracts not exceeding \$10,000 and Contracts and Subcontracts under which work is performed outside the United States where no recruitment of workers within the United States is involved.
- (i) Unless otherwise provided, the above Equal Opportunity provisions are not required to be inserted in Sub-subcontracts except for Sub-subcontracts involving the performance of construction work at the site of construction, in which case the provisions must be inserted in all such sub-subcontracts.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .4 Drawings

Number	Title	Date
G000	COVER SHEET	05/03/2024
C1	TITLE SHEET	04/03/2024
C2	SPECIFICATION SHEET	04/03/2024
C3	EXISTING CONDITIONS &	04/03/2024

	FACILITIES	
C4	REMOVAL PLAN EXISTING CONDITIONS & FACILITIES	04/03/2024
C5	REMOVAL PLAN SITE & GRADING PLAN	04/03/2024
C6	SITE GEOMETRY & UTILITY PLAN	04/03/2024
C7	SEWER DETAILS	04/03/2024
C8	SEWER DETAILS	04/03/2024
C9	SITE DETAILS	04/03/2024
C10	DRAINAGE AREA PLAN	04/03/2024
C11	STORMWATER POLLUTION PREVENTION PLAN	04/03/2024
C12	STORMWATER POLLUTION PREVENTION PLAN	04/03/2024
A001	TYP NOTES, SYMB & RULES	04/03/2024
A002	TYPICAL MOUNTING HEIGHTS	04/03/2024
A003	FRAMING DETAILS	04/03/2024
A004	LIFE SAFETY PLAN	04/03/2024
A101	DEMO FLOOR PLAN	04/03/2024
A102	DEMO REFLECTED CEILING PLAN	04/03/2024
A103	FLOOR PLAN	05/03/2024
A104	ENLARGED PLANS	04/26/2024
A105	REFLECTED CEILING PLAN	05/03/2024
A106	ROOF PLAN	05/03/2024
A201	EXTERIOR ELEVATIONS	05/03/2024
A210	BUILDING SECTIONS	05/03/2024
A300	WALL SECTIONS	04/26/2024
A301	WALL SECTIONS	04/26/2024
A302	WALL SECTIONS	04/26/2024
A303	WALL SECTIONS	04/26/2024
A304	WALL SECTIONS	05/03/2024
A305	WALL SECTIONS	04/26/2024
A401	INTERIOR ELEVATIONS	04/26/2024
A402	INTERIOR ELEVATIONS	05/03/2024
A403	INTERIOR ELEVATIONS	05/03/2024
A404	INTERIOR ELEVATIONS	05/03/2024
A500	DETAILS	04/26/2024
A501	DETAILS	04/03/2024
A502	ROOF DETAILS	05/03/2024
A520	PARTITION DETAILS	04/03/2024
A601	DOOR SCHED. /	05/03/2024

	WINDOW & FRAME TYP	
A602	DOOR SCHED. / WINDOW & FRAME TYP	05/03/2024
A701	EQUIPMENT & FURNITURE PLAN	04/03/2024
I101	FINISH FLOOR PLAN	04/03/2024
I102	FINISH SCHEDULE	04/03/2024
S101	GENERAL NOTES	04/03/2024
S102	SPECIAL INSPECTIONS	04/03/2024
S103	TYPICAL DETAILS	04/03/2024
S104	TYPICAL DETAILS	04/03/2024
S105	TYPICAL DETAILS	04/03/2024
S106	STORM SHELTER LOADING INFO	04/03/2024
S201	FOUNDATION PLAN	04/03/2024
S202	ROOF FRAMING PLAN	04/03/2024
S301	FOUNDATION SECTIONS AND DETAILS	04/03/2024
S401	FRAMING SECTIONS & DETAILS	04/03/2024
M001	MECH. SYMBOLS AND ABBREVIATIONS	05/03/2024
M201	MECHANICAL FLOOR PLAN	05/03/2024
M202	MECHANICAL ROOF PLAN	05/03/2024
M301	MECHANICAL GAS PLAN	05/03/2024
M501	MECHANICAL DETAILS	04/03/2024
M502	MECHANICAL DETAILS	04/03/2024
M601	MECHANICAL SCHEDULES	05/03/2024
P001	PLBG. SYMBOLS AND ABBREVIATIONS	04/26/2024
P101	PLUMBING DEMO PLAN	04/26/2024
P200	PLUMBING UNDERFLOOR PLAN	04/26/2024
P201	PLUMBING UNDERFLOOR PLAN	04/26/2024
P202	PLUMBING FLOOR PLAN	04/26/2024
P203	PLUMBING ROOF PLAN	01/10/2024
P401	PLUMBING RISERS	04/03/2024
P501	PLUMBING DETAILS	04/03/2024
P502	PLUMBING SCHEDULES	04/26/2024
E001	ELECTRICAL LEGEND & SYMBOLS	04/03/2024

E002	ELECTRICAL SITE PLAN	05/03/2024
E101	ELECTRICAL DEMO PLAN	04/03/2024
E201	POWER FLOOR PLAN	01/10/2024
E202	EQUIPMENT PLAN	04/03/2024
E203	EQUIPMENT ROOF POWER PLAN	05/03/2024
E301	LIGHTING PLAN	04/03/2024
E302	LIGHTING DETAILS	04/03/2024
E401	AUXILIARY FLOOR PLAN	04/03/2024
E501	ELECTRICAL DETAILS AND SCHEDULES	01/10/2024
E601	ELECTRICAL ONE-LINE & SCHEDULES	05/03/2024
FP001	FIRE PROTECTION SYMBOLS & ABBREVIATIONS	01/10/2024
FP200	FIRE PROTECTION FLOOR PLAN	
FP201	FIRE PROTECTION FLOOR PLAN	01/10/2024
FP501	FIRE PROT. DETAILS & SCHEDULES	01/10/2024

.5 Specifications

Section	Title	Date	Pages
00 01 10	Table of Contents	05/03/2024	6
00 01 11	Professional Seals Page Architectural	04/03/2024	4
00 01 12	Professional Seals Page Engineering	04/03/2024	4
00 21 13	Instructions to Bidders	04/26/2024	14
00 31 00	Available Project Information	04/26/2024	36
00 41 00	Bid Form	04/03/2024	2
00 41 10	Contractor's Affidavit for Public Construction Projects	04/26/2024	2
00 41 20	Non Collusion Affidavit	04/03/2024	2
00 43 22	Unit Prices Form	04/03/2024	2
00 43 23	Alternates Form	05/03/2024	2
00 43 36	Proposed Subcontractors Form	04/26/2024	2
00 43 37	Project Phasing Description Form	04/03/2024	2
00 52 00	Agreement Form	04/03/2024	10
00 72 00	General Conditions	04/03/2024	42
00 73 00	Supplementary Conditions	04/26/2024	6
01 10 00	Summary	04/03/2024	2
01 20 00	Price and Payment Procedures	04/03/2024	4

01 21 00	Allowances	04/03/2024	2
01 22 00	Unit Prices	04/03/2024	2
01 23 00	Alternates	05/03/2024	2
01 30 00	Administrative Requirements	04/03/2024	6
01 40 00	Quality Requirements	04/03/2024	4
01 45 33	Code-Required Special Inspections and Procedures	04/03/2024	6
01 50 00	Temporary Facilities and Controls	04/03/2024	4
01 57 13	Temporary Erosion and Sediment Control	04/03/2024	8
01 60 00	Product Requirements	04/03/2024	4
01 70 00	Execution and Closeout Requirements	04/03/2024	6
01 78 00	Closeout Submittals	04/03/2024	4
02 41 00	Demolition	04/03/2024	2
03 05 16	Under Slab Vapor Barrier	04/03/2024	2
03 20 00	Concrete Reinforcing	04/03/2024	4
03 30 00	Cast in Place Concrete	04/03/2024	18
03 35 11	Concrete Floor Finishes	04/03/2024	2
04 22 00	Concrete Unit Masonry	04/03/2024	10
05 12 00	Structural Steel Framing	04/03/2024	8
05 21 00	Steel Joist Framing	04/03/2024	4
05 31 00	Steel Decking	04/03/2024	4
05 40 00	Cold Formed Metal Framing	04/03/2024	8
05 50 00	Metal Fabrications	04/03/2024	2
06 10 53	Miscellaneous Rough Carpentry	04/03/2024	2
06 41 00	Architectural Wood Casework	04/26/2024	4
07 19 00	Water Repellents	04/03/2024	2
07 21 00	Thermal Insulation	04/03/2024	4
07 25 00	Weather Barriers	04/03/2024	4
07 54 23	Thermoplastic Polyolefin (TPO) Membrane Roofing	04/03/2024	10
07 62 00	Sheet Metal Flashing and Trim	04/03/2024	2
07 62 11	Scuppers, Collector Boxes, and Downspouts	04/03/2024	4
07 71 00	Roof Specialties	04/03/2024	4
07 84 00	Firestopping	04/03/2024	4
07 91 00	Preformed Joint Sealants	04/03/2024	4
07 92 00	Joint Sealants	04/03/2024	4
08 11 13	Hollow Metal Doors and Frames	04/03/2024	4
08 14 16	Flush Wood Doors	04/03/2024	4
08 43 13	Aluminum Framed Storefronts	04/03/2024	4
08 56 53	Security Windows	04/03/2024	4
08 56 53.13	Wind and Impact Security Windows	04/03/2024	4
08 71 00	Door Hardware	04/03/2024	24
08 80 00	Glazing	04/03/2024	4

09 05 61	Common Work Results for Flooring Preparation	04/03/2024	4
09 21 16	Gypsum Board Assemblies	04/03/2024	4
09 30 00	Tiling	04/03/2024	4
09 51 00	Acoustical Ceilings	04/03/2024	4
09 65 00	Resilient Flooring	04/03/2024	2
09 68 13	Tile Carpeting	04/03/2024	2
09 72 12	Custom Vinyl Wall Appliques	04/03/2024	2
09 84 15	Acoustic Stretched-Fabric Wall Systems	04/03/2024	4
09 91 13	Exterior Paint	04/03/2024	4
09 91 23	Interior Painting	04/03/2024	4
10 26 01	Wall Protection	04/03/2024	2
10 26 41	Ballistics Resistant Panels	04/03/2024	2
10 28 00	Toilet, Bath and Laundry Accessories	04/03/2024	2
10 44 00	Fire Protection Specialties	04/03/2024	2
10 51 29	Phenolic Lockers	04/03/2024	2
10 73 13	Awnings	04/03/2024	2
10 73 16.13	Metal Canopies	04/03/2024	4
12 24 00	Window Shades	04/03/2024	2
12 37 00	Solid Surface Items	04/03/2024	2
22 05 00	Basic Mechanical Materials and Methods	04/03/2024	18
22 05 48	Mechanical Systems Vibration Control	04/03/2024	5
22 05 49	Plumbing Systems	04/03/2024	9
22 06 00	Plumbing Hangers and Supports	04/03/2024	8
22 07 50	Plumbing Identification	04/03/2024	5
22 08 40	Plumbing Pipe Insulation	04/03/2024	12
22 11 00	Plumbing Valves	04/03/2024	8
22 41 10	Water Distribution Piping	04/03/2024	10
22 42 00	Drainage and Vent Piping	04/03/2024	10
22 43 00	Plumbing Specialties	04/03/2024	9
22 44 00	Plumbing Fixtures	04/03/2024	12
23 00 00	Mechanical General Requirements	04/03/2024	11
23 00 50	Basic Mechanical Materials and Methods	04/03/2024	18
23 05 13	Motors	04/03/2024	7
23 05 29	Hangers and Pipe Supports	04/03/2024	8
23 05 48	Mechanical Systems Vibration Control	04/03/2024	6
23 05 49	Mechanical Supports, Bracing and Seismic Requirements	04/03/2024	11
23 05 93	Testing, Adjusting, and Balancing	04/03/2024	27
23 07 00	Mechanical Insulation	04/03/2024	17
23 08 00	Commissioning of	04/03/2024	11

	HVAC		
23 09 00	Direct Digital Control Systems	04/03/2024	37
23 09 90	(HVAC) Instrumentation and Controls	04/03/2024	17
23 11 23	Facility Natural Gas Piping	04/03/2024	19
23 31 13	Metal Ducts	04/03/2024	12
23 33 00	Air Duct Accessories	04/03/2024	13
23 34 23	(HVAC) Fans and Power Ventilators	04/03/2024	9
23 36 00	Air Terminal Units	04/03/2024	6
23 37 13	Diffusers, Registers, Grilles and Louvers	04/03/2024	3
23 74 13	Rooftop Air Conditioners	04/03/2024	12
23 81 26	Split-System Air-Conditioners	04/03/2024	4
23 82 39	Wall and Ceiling Unit Heaters	04/03/2024	2
26 05 00	Common Work Results for Electrical	04/03/2024	8
26 05 19	Low-Voltage Electric Power Conductors and Cables	04/03/2024	6
26 05 26	Grounding and Bonding for Electrical Systems	04/03/2024	6
26 05 29	Hangers and Supports for Electrical Systems	04/03/2024	6
26 05 33	Raceway and Boxes for Electrical Systems	04/03/2024	9
26 05 48	Vibration and Seismic Controls for Electric Systems	04/03/2024	7
26 05 53	Identification for Electrical Systems	04/03/2024	7
26 09 23	Lighting Control Devices	04/03/2024	13
26 24 16	Panelboards	04/03/2024	10
26 27 13	Electricity Metering	04/03/2024	2
26 27 26	Wiring Devices	04/03/2024	7
26 28 16	Enclosed Switches and Circuit Breakers	04/03/2024	6
26 32 13	Packaged Engine Generator Systems	04/03/2024	13
26 33 53	Static Uninterruptible Power Supply	04/03/2024	20
26 36 00	Transfer Switches	04/03/2024	7
26 43 13	Transient-Voltage Suppression for Low-Voltage Electrical Power Circuits	04/03/2024	5
26 51 00	Interior Lighting	04/03/2024	7
26 56 00	Exterior Lighting	04/03/2024	9
26 90 00	Electrical Commissioning	04/03/2024	5
27 15 00	Communications	04/03/2024	11
28 05 13	Horizontal Cabling Conductors and Cables for Electronic Safety and	04/03/2024	6

28 31 11	Security		
	Digital Addressable Fire Alarm System	04/03/2024	11
31 10 00	Site Clearing	04/03/2024	5
31 20 00	Earthwork	04/03/2024	6
31 23 16	Excavation	04/03/2024	3
31 23 16.13	Trenching	04/03/2024	8
31 23 23	Fill	04/03/2024	9
32 11 23	Aggregate Base Courses	04/03/2024	5
32 12 16	Asphalt Paving	04/03/2024	9
32 13 13	Concrete Paving	04/03/2024	10
32 17 23.13	Painted Pavement Markings	04/03/2024	6
33 11 16	Site Water Utility Distribution Piping	04/03/2024	6
33 13 00	Disinfecting of Water Utility Distribution	04/03/2024	3
33 31 11	Site Sanitary Utility Sewerage Piping	04/03/2024	14
33 41 11	Site Storm Utility Drainage Piping	04/03/2024	6

**.6 Addenda, if any:**

Number	Date	Pages
1	04/26/2024	61
2	05/03/2024	39

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.7 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:


Document	Title	Date	Pages
00 72 00	General Conditions	3/15/2024	42
00 73 00	Supplementary Conditions	3/15/2024	6


**.8 Other documents, if any, listed below:**

Init.



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

  
OWNER (Signature)  
J. Larry Miller - Chairman  
(Printed name and title)

  
CONTRACTOR (Signature)  
Darin P. Fager, President  
(Printed name and title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: AssuredPartners, 10419 Fleming Rd, Carterville, IL 62918. CONTACT NAME: Karna Swalls, PHONE: (618) 852-1902, FAX: (618) 942-7346, E-MAIL ADDRESS: karna.swalls@assuredpartners.com. INSURER(S) AFFORDING COVERAGE: Cincinnati Insurance Company, NAIC #: 10677. INSURED: Fager-McGee Commercial Construction, Inc., P O Box 1239, Murphysboro, IL 62966.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Franklin Co. Emergency Operations & Communications Center, 403 E Main St, Benton, IL 62812 Franklin County Board and any others required by written contract are listed as additional insureds and coverage includes a waiver of subrogation.

CERTIFICATE HOLDER: Franklin County Board, 403 E. Main St, Benton, IL 62812. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Karna L. Swalls