

CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE COUNTY OF UNION, ILLINOIS
AND
RIVER CITY CONSTRUCTION LLC
REGARDING CONSTRUCTION OF
UNION COUNTY COURTHOUSE

THIS AGREEMENT is made and entered into this 27th day of July, 2011, by and between the **COUNTY OF UNION, ILLINOIS**, a body politic and corporate (the "County"), and **RIVER CITY CONSTRUCTION, LLC**, (the "Contractor", and together with the County, the "Parties") regarding construction of the Union County Courthouse in the City of Jonesboro, Union County, Illinois (the "Project"). The Architect for the Project is Hellmuth, Obata & Kassabaum, Inc., 211 North Broadway, Suite 700, St. Louis, Missouri.

The Parties agree as follows:

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. The Contract Documents 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 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the County.

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than five hundred forty (540) days from the date of commencement, or some other date as mutually agreed by the Parties or subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 4 CONTRACT SUM

4.1 The County shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ten million four hundred seventy thousand fifty seven dollars (\$10,470,057), subject to additions and deductions as provided in the Contract Documents.

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 County 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 for the prior month is received by the Architect and the County not later than the 1st day of each month, the County shall make payment to the Contractor not later than the third Wednesday of each month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the County not later than fifteen (15) days after the Architect receives the Application for Payment.

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

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

1. Take the 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 seven percent (7%). Pending final determination of cost to the County of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;

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 County, suitably stored off the site at a location agreed upon in writing), less retainage of seven percent (7%);
3. Subtract the aggregate of previous payments made by the County; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
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 AIA Document A201-1997.

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

5.1.9 Except with the County'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. Any materials or equipment which are stored offsite shall be verified by the County prior to payment.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the County to the Contractor when:

1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, 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 County'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 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the County or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the County as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 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.

7.3 The County's representative is:

Mike Smith
Project Manager
309 West Market Street
Jonesboro, Illinois 62952
Telephone: (618) 967-0231

7.4 The Contractor's representative is:

Randee Lyons
1509 North Main Street
Benton, Illinois 62812
Telephone: (618) 435-2612

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

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

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

8.1.1 The Agreement is this executed modified form of the 1997 edition of the Standard Form of Agreement between the Parties, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated April 15, 2011.

8.1.4 The Specifications are those contained in the Project manual dated as in Subparagraph 8.1.3.

8.1.5 The Drawings are dated April 15, 2011.

8.1.6 The Addenda are as follows:

<u>Number</u>	<u>Date</u>	<u>Description</u>
1	May 2, 2011	Drawings
2	May 9, 2011	Drawings
3	May 16, 2011	Drawings
4	May 19, 2011	Bid Date

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

Bid Document dated May 26, 2011 as modified by the Revised Base Bid Document dated July 13, 2011

Egyptian Building & Construction Trades Labor Council Project Labor Agreement

Affidavit of Compliance with Illinois Prevailing Wage Act

This Agreement is entered into as of the day and year first written above and is executed in at least three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the County.

COUNTY OF UNION, ILLINOIS


RIVER CITY CONSTRUCTION, LLC



RANDY LAMBDIN,
Chairman, Board of Commissioners

RANDEE J. LYONS,
Vice-President

ATTEST:

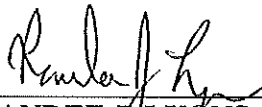


BOBBY TOLER, JR.,
County Clerk

COUNTY OF UNION, ILLINOIS

RIVER CITY CONSTRUCTION, LLC

RANDY LAMBDIN,
Chairman, Board of Commissioners



RANDEE J. LYONS,
Vice-President

ATTEST:

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