

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

AGREEMENT made as of the Twenty-third day of April in the year Two Thousand Fifteen (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Meridian CUSD 101 Board of Education 1401 Mounds Road Mounds, IL 62964

and the Contractor:

(Name, legal status, address and other information)

FE Moran, Inc. 1406 Cornell Ave., Unit B Marion, IL 62959

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

13035-Meridian Elementary and Jr. High Demolition of Existing Meridian Elementary/JR High 208 Valley Road, Mounds, IL 62964

Addition Behind (north of) the existing Meridian High School 1401 Mound Road, Mounds, IL 62964

Sprinkler Work

The Architect:

(Name, legal status, address and other information)

Baysinger Architects, LLC 401 N. Market St. P.O. Box 1864 Marion, IL 62959 Telephone Number: 618.993.8250 Fax Number: 618.993.8255

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.

AlA 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.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

May 07, 2015

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:

- § 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 () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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(1701926506)

User Notes:

The Contractor shall achieve Substantial Completion of the entire Work not later than May 06, 2016.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The Contractor acknowledges the Work involves construction which is essential to the operation of the Owner. Failure to complete the Work on or before the dates set forth in the Contract documents will result in significant economic losses to the Owner. Contractor agrees to perform the Work fully and in all things execute and substantially complete the Work on or before the date set forth in the construction contract. Should the Contractor fail to complete the Work within such time, Contractor agrees to pay and will apply to the Owner for each and every day of such delay in completion of the Work beyond the Contract Time the sum of **Two Hundred Dollars** (\$200.00) per calendar day for work not completed by the substantial completion date as liquidated damages. The Contractor acknowledges the difficulty in estimating the actual damages for loss of use but agrees that the amount set forth herein is a reasonable approximation of the Owner' loss due to loss of use per diem of the property. The Contractor agrees that this amount is not a penalty. Such sum shall be deducted from the Final Payment due to Contractor. Should this amount exceed the same due or to become due to the Contractor, then and in that event, Contractor shall be liable to Owner for such difference.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirteen Thousand Fifty Dollars and Zero Cents (\$ 113,050.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Contract sum is comprised from the base bid and Alternate Bid FP-1.

§ 4.3 Unit prices, if any:

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

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Units and Limitations

Price Per Unit (\$0.00)

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

Item

Price

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:

Init.

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10.00 %). 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 A201TM-2007, General Conditions of the Contract for Construction;
 - 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 Ten percent (10.00%);
 - .3 Subtract the aggregate of previous payments made by the Owner; and
 - .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.
- § 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:
 - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
 - .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.
- § 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 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

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

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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, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

David Rademacher, Superintendent Meridian CUSD 101 1401 Mounds Road Mounds, IL 62964

Michael Baysinger Baysinger Architects, LLC 401 N. Market St. Marion, IL 62959

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AlA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

]	Arbitration pursuant to Section 15.4 of AIA Document A201–2007
[]	Litigation in a court of competent jurisdiction
[]	Other (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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User Notes:

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

(Insert rate of interest agreed upon, if any.)

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

David Rademacher, Superintendent Meridian CUSD 101 1401 Mounds Road Mounds, IL 62964

Michael Baysinger Baysinger Architects, LLC 401 N. Market St. Marion, IL 62959

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

Pete Lenzini FE Moran, Inc. 1406 Cornell Ave., Unit B Marion, IL 62959

- § 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.
- § 8.6 Other provisions:

ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.
- § 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.
- § 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.
- § 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
004000	General Conditions	2/27/15	40
005000	Supplemental	2/27/15	14

Conditions

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.) Title of Specifications exhibit: Attachment "A"

Section

Title

Date

Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.) Title of Drawings exhibit: Attachment "B"

Number

Title

Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	3/18/15	19
2	3/27/15	23
3	4/3/15	19
4	4/7/15	3

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:
 - AIA Document E201TM-2007, Digital Data Protocol Exhibit, if completed by the parties, or the .1 following:
 - 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.)

Attachment "A"- Bidding and Contract Requirements - All Sections

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above. CONTRACTOR (Signature) David Rademacher Superintendent Pete Lenzini

(Printed name and title)

(Printed name and title)

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Baysinger Architects, LLC

401 North Market Street Marion, IL 62959 Ph. 618-993-8250 Fax 618-998-8255

Project Manual Volume 1 of 2 For:

Meridian Elementary and JR High Addition:
Meridian C.U.S.D. No. 101
1401 Mound Road
Mounds, IL 62964
Project # 13035
February 27, 2015

Table of Contents

Document	Title	Page
PPSS TOC	Project Professional Seals and Signatures Table of Contents	PPSS-1-1 TOC-1-4
Division 0 - I	Bidding & Contract Requirements	
000300	Advertisement for Bid	000300-1-4
001000	Instruction to Bidders	001000-1-6
001000	Supplemental Instructions to Bidders	001001-1-4
001001	4105 Form – Grant Requirements for Minority/Female	
001002	Business Participation	001002-1-2
001003	MBE/FBE Subcontractor Supplier Certification Form 665 -	
001000	Grant Requirements for Minority/Female Business Participation	001003-1-2
001004	MBE/FBE Partial Waiver of Lien - Grant Requirements for	
001001	Minority/Female Business Participation	001004-1-2
001005	MBE/FBE Final Waiver of Lien - Grant Requirements for	
00,000	Minority/Female Business Participation	001005-1-2
003060	Bid Bond Form	003060-1-2
003100	Bid Form – Multiple Contracts	003100-1-6
003200	Geotechnical Data	003200-1-2
	BFW - Geotechnical Exploration Report	1-41
004000	General Conditions	004000-1-40
005000	Supplemental Conditions	005000-1-14
006100	Performance and Payment Bonds	006100-1-7
006200	Form of Contract	006200-1-7
TABLE OF C	ONTENTS – VOLUME 1	TOC-1

	Attachment "A"	
006300	Contractor's Qualification Statement	006300-1-4
006400	Contractor's Pay Application	006400-1-2
006500	Contractor's Affidavit of Payment of Debts and Claims	006500-1-1
006600	Contractor's Affidavit of Release of Liens	006600-1-1
	Consent of Surety of Final Payment	006700-1-1
006700		008250-1-7
008250	Prevailing Rate of Wages	008600-1-4
008600	Drawings, Schedules & Details	000000-1-4
Division 1 -	General Requirements	
010000	Construction Administration	010000-1-4
010800	Fundamental Commissioning for Building Systems	010800-1-13
	Summary	011000-1-5
011000	Alternates	012300-1-4
012300	Contract Modification Procedures	012500-1-3
012500		012900-1-5
012900	Payment Procedures	013100-1-3
013100	Project Management and Coordination	013200-1-7
013200	Construction Progress Documentation	013200-1-7
013300	Submittal Procedures	013400-1-10
013400	Construction Schedule	
014000	Quality Requirements	014000-1-8
014200	References	014200-1-15
015000	Temporary Facilities and Controls	015000-1-8
016000	Product Requirements	016000-1-8
016001	Substitution Request Form – Bidding Phase	016001-1-1
017000	Execution Requirements	017000-1-7
017310	Cutting & Patching	017310-1-5
017320	Selective Demolition	017320-1-7
017400	Warranties & Bonds	017400-1-2
017419	Construction Waste Management and Disposal	017419-1-11
•	Form CWM-1: Construction Waste Identification	017419-12
	Form CWM-2: Demolition Waste Identification	017419-13
	Form CWM-3: Construction Waste Reduction Work Plan	017419-14
	Form CWM-4: Demolition Waste Reduction Work Plan	017419-15-16
	Form CWM-5: Cost/Revenue Analysis of Construction	
·	Waste Reduction Work Plan	017419-17
	Form CWM-6: Cost/Revenue Analysis of Demolition	
	Waste Reduction Plan	017419-18-19
	Form CMW-7: Construction Waste Reduction Progress Report	017419-20
	Form CWM-8: Demolition Waste Reduction Progress Report	017419-21-22
0.47700		017700-1-5
017700	Closeout Procedures	017810-1-4
017810	Project Record Documents	017820-1-8
017820	Operation and Maintenance Data	017820-1-3
018113	Sustainable Design Requirements	010113-1-11
Division 2 -	Site Work	
022210	Building Demolition	022210-1-8
023610	Termite Control	023610-1-4
028210	Asbestos Abatement	028210-1-5
020210		
Division 3 -		024200 4 0
031300	Permanent Forms – Insulated Concrete	031300-1-9
033000	Cast-In-Place Concrete	033000-1-10
033543	Polished Concrete Floor System	033543-1-6

Division 4 – 1 042200 047200 048100	Masonry Concrete Unit Masonry – Loadbearing Cast Stone Unit Masonry Assemblies	042200-1-8 047200-1-10 048100-1-14
Division 5 – I 051200 052100 053100 057250	Metals Structural Steel Framing Steel Joist Framing Steel Decking Metal Roof Ladders	051200-1-5 052100-1-4 053100-1-4 057250-1-3
Division 6 – V 061000 064020	Nood and Plastics Rough Carpentry Interior Architectural Woodwork	061000-1-9 064020-1-10
Division 7 - T 071326 072100 074213 075400 076200 078410 079200	Self-Adhering Sheet Waterproofing Building Insulation and Vapor Barriers Metal Wall Panels Thermoplastic Membrane Roofing (TPO) Sheet Metal Flashing Through-Penetration Firestop Systems Joint Sealants	071326-1-2 072100-1-7 074213-1-9 075400-1-9 076200-1-7 078410-1-6 079200-1-6
Division 8 – I 081110 082100 084110 084500 085200 087100 088000	Standard Steel Doors and Frames Flush Wood Doors Aluminum-Framed Entrances and Storefronts Translucent Wall and Roof Assemblies Aluminum Windows Door Hardware Glazing	081110-1-6 082100-1-6 084110-1-9 084500-1-5 085200-1-5 087100-1-27 088000-1-10
Division 9 - F 092600 095110 096420 096530 096566 096800 097250 096810 098400 099000	Gypsum Board Assemblies Acoustical Panel Ceilings Wood Gymnasium Flooring Resilient Wall Base and Accessories Sheet Vinyl Athletic Flooring Carpet Quartz Epoxy Flooring Wall Carpet Acoustical Wall Treatment Painting (Interior and Exterior)	092600-1-11 095110-1-9 096420-1-7 096530-1-10 096566-1-10 096800-1-4 097250-1-4 096810-1-5 098400-1-5
Division 10 – 101550 104000 105000 105200 108000	Specialties Toilet Compartments Identifying Devices Metal Lockers (Heavy Duty) Fire Extinguisher Cabinets Toilet Accessories	101550-1-5 104000-1-3 105000-1-4 105200-1-2 108000-1-3

Division 1	1 – Equipment	
114000	Food Service Equipment	114000-1-10
114800	Gymnasium Equipment	114800-1-5
116643	Interior Electronic Basketball Scoreboards	116643-1-6
Division 1	2 – Furnishings	
124813	Recessed Entrance Mats and Frames	124813-1-4
127600	Gymnasium Bleachers	127600-1-11

END SECTION TOC - VOLUME 1 OF 2



Baysinger Architects, LLC

401 North Market Street Marion, IL 62959 Ph. 618-993-8250 Fax 618-998-8255

Project Manual Volume 2 of 2 For:

Meridian Elementary and JR High Addition:
Meridian C.U.S.D. No. 101
1401 Mound Road
Mounds, IL 62964
Project # 13035
February 27, 2015

Table of Contents

Document	Title	Page
PPSS TOC	Project Professional Seals and Signatures Table of Contents	PPSS-1-1 TOC-1-3
Division 21 -	- Fire Suppression	
210000 210500 211000	General Provisions for Fire Suppression Common Work Results for Fire Suppression Water-Based Fire Suppression Systems	210000-1-1 210500-1-1 211000-1-15
Division 22 -	- Plumbing	
220000	General Provisions for Plumbing	220000-1-1
220500	Common Work Results for Plumbing	220500-1-1
220529 220548	Hangers and Supports for Plumbing Piping and Equipment Vibration and Seismic Controls for Plumbing Piping	220529-1-1
220010	and Equipment	220548-1-1
220553	Identification for Plumbing Piping and Equipment	220553-1-1
220700	Plumbing Insulation	220700-1-1
220800	Fundamental Commissioning for Plumbing	220800-1-1
221113	Facility Water Distribution Piping	221113-1-14
221116	Domestic Water Piping	221116-1-9
221119	Domestic Water Piping Specialties	221119-1-7
221313	Facility Sanitary Sewers	221313-1-8

221316 221319 221123 223400 224000	Sanitary Waste and Vent Piping Sanitary Waste Piping Specialties Facility Natural-Gas Piping Fuel-Fired Domestic Water Heaters Plumbing Fixtures	221316-1-5 221319-1-4 221123-1-11 223400-1-4 224000-1-10
224700	Drinking Fountains and Water Coolers	224700-1-3
Division 23 -	- Heating Ventilating and Air Conditioning	222222 4 40
230000	General Provisions for Mechanical	230000-1-13
230500	Common Work Results for Mechanical	230500-1-8 230529-1-8
230529	Hangers and Supports for Mechanical Piping and Equipment	230529-1-0
230548	Vibration and Seismic Controls for Mechanical Piping	230548-1-11
	and Equipment	230553-1-5
230553	Identification for Mechanical Piping and Equipment	230593-1-9
230593	Testing, Adjusting, and Balancing for HVAC	230700-1-15
230700	Mechanical Insulation Fundamental Commissioning for Mechanical	230800-1-1
230800 233113	Metal Ducts	233113-1-9
233117	Fabric Ductwork	233117-1-3
233300	Air Duct Accessories	233300-1-8
233423	HVAC Power Ventilators	233423-1-4
233713	Diffusers, Registers, and Grilles	233713-1-2
233716	Louvers and Vents	233716-1-3
233723	HVAC Gravity Ventilator	233723-1-3
237413	Packaged, Outdoor, Central-Station Air-Handling Units	237413-1-9
237438	Packaged Outdoor Heating and Cooling Dedicated Ventilation	00740047
	Air-Conditioner with Energy Recovery Ventilator	237438-1-7
238128	Ductless Split-System Heat Pumps	238128-1-4
238239	Unit Heaters	238239-1-3 238323-1-3
238323	Radiant-Heating Electric Panels	230323-1-3
		•
Division 26 -		260000-1-12
260000	General Provisions for Electrical	260500-1-3
260500	Common Work Results for Electrical Low-Voltage Electrical Power Conductors and Cables	260519-1-5
260519	Grounding and Bonding for Electrical Systems	260526-1-5
260526 260529	Hangers and Supports for Electrical Systems	260529-1-5
260529	Raceway and Boxes for Electrical Systems	260533-1-7
260536	Cable Trays for Electrical Systems	260536-1-4
260548	Vibration and Seismic Controls for Electrical Systems	260548-1-7
260553	Identification for Electrical Systems	260553-1-4
260800	Commissioning of Lighting Control Systems	260800-1-1
260923	Lighting Control Devices	260923-1-7
262413	Switchboards	262413-1-6
262416	Panelboards	262416-1-6
262726	Wiring Devices	262726-1-6
262816	Enclosed Switches and Circuit Breakers	262816-1-5
264313	Transient-Voltage Suppression for Low-Voltage Electrical Power	264313-1-5
	Circuits	265100-1-4
265100	Interior Lighting	200100-1-4

Division 27 -	Communications	
270000	General Provisions for Communications	270000-1-1
270500	Common Work Results for Communications	270500-1-4
271100	Communications Equipment Room Fittings	271100-1-4
271300	Communications Backbone Cabling (ISP)	271300-1-10
271500	Communications Horizontal Cabling	275116-1-12
Division 28 –	Electronic Safety and Security	
280000	General Provisions for Electronic Safety and Security	280000-1-1
280500	Common Work Results for Electronic Safety and Security	280500-1-4
280513	Conductors and Cables for Electronic Safety and Security	280513-1-6
281300	Access Control System	281300-1-15
283111	Digital, Addressable Fire-Alarm System	283111-1-12
Division 31 -	Earthwork	
311000	Site Clearing	311000-1-4
312000	Earth Moving	312000-1-8
Division 32 -	Exterior Improvements	
321313	Concrete Paving	321313-1-5
321373	Concrete Paving Joint Sealants	321373-1-5
329200	Turfs and Grasses	329200-1-5
Division 33 – Utilities		
334100	Storm Utility Drainage Piping	334100-1-10

END SECTION TOC VOLUME 2 OF 2

SECTION 008600 - DRAWINGS, SCHEDULES & DETAILS

<u>List of Drawings</u> <u>Description</u>

GENERAL	
G-1.0	COVER SHEET
ASBESTOS AB	ATEMENT
AB-1.0	OVERALL ABATEMENT PLAN - CONDEMNED BUILDING
AB-1.1	KITCHEN ABATEMENT PLAN - EXISTING BUILDING
CIVIL	
SS-1	PLAT OF BOUNDARY SURVEY
C1.0	SITE - OVERALL EXISTING PLAN
C1.1	SITE - ENLARGED EXISTING & DEMOLITION PLAN
C2.0	SITE - DEVELOPMENT PLAN
C2.1	SITE - ALTERNATE BID PLAN
C3.0	SITE - DIMENSIONAL PLAN
C4.0	SITE - GRADING PLAN
	SITE - STORMWATER PLAN
	SITE - STORMWATER PROFILES
C6.0	SITE - EROSION CONTROL AND SEDIMENTATION PLAN
C7.0	SITE - OVERALL UTILITY PLAN
C7.1	SANITARY SEWER PLAN AND PROFILE
C7.2	SANITARY SEWER PLAN AND PROFILE
C8.0	SITE - DETAILS SITE - UTILITY DETAILS
C8.1 C8.2	SITE - UTILITY DETAILS SITE - UTILITY DETAILS
Co.2	SHE - UTILITY DETAILS
DEMOLITION	OVER ALL DELICITION DI ANI COMPENNED DI III DINC
D-1.0	OVERALL DEMOLITION PLAN - CONDEMNED BUILDING
D-1.1	ENLARGED DEMOLITION PLAN - CONDEMNED BUILDING EXISTING WALL SECTIONS - CONDEMNED BUILDING
D-2.0	EXISTING WALL SECTIONS - CONDEMNED BUILDING EXISTING WALL SECTIONS - CONDEMNED BUILDING
D-2.1	OVERALL DEMOLITION PLAN - EXISTING HIGH SCHOOL
D-3.0 D-3.1	DEMOLITION PLAN - EXISTING HIGH SCHOOL KITCHEN RENOVATION
ויניּע	DEMOLITION FLAN - EXISTING MIGH SCHOOL REPORTED METOR
STRUCTURAL	•
S-0.1	STRUCTURAL LEAD SHEET
S-1.0	OVERALL FOUNDATION PLAN
S-1.1	ENLARGED FOUNDATION PLAN
S-1.2	ENLARGED FOUNDATION PLAN
S-1.3	ENLARGED FOUNDATION PLAN
S-1.4	ENLARGED FOUNDATION PLAN

S-2.1	ENLARGED LOADBEARING LINTEL PLAN
S-2.2	ENLARGED LOADBEARING LINTEL PLAN
S-2.3	ENLARGED LOADBEARING LINTEL PLAN
	ENLARGED LOADBEARING LINTEL PLAN
S-2.4	
S-3.0	OVERALL ROOF FRAMING PLAN
S-3.1	ENLARGED ROOF FRAMING PLAN
S-3.2	ENLARGED ROOF FRAMING PLAN
S-3.3	ENLARGED ROOF FRAMING PLAN
S-3.4	ENLARGED ROOF FRAMING PLAN
	FOUNDATION DETAILS
S-4.1	
S-5.1	FRAMING DETAILS
S-5.2	FRAMING DETAILS
S-6.1	FOUNDATION AND WALL SCHEDULES
S-6.2	LINTEL SCHEDULES
ARCHITECTU	
A-1.0	OVERALL FLOOR PLAN
A-1.1	ENLARGED FLOOR PLAN
A-1.2	ENLARGED FLOOR PLAN
A-1.3	ENLARGED FLOOR PLAN
A-1.4	ENLARGED FLOOR PLAN
A-1.5	ENLARGED TOILET FLOOR PLANS
	ENLARGED HIGH SCHOOL KITCHEN RENOVATION PLANS
A-1.6	
A-2.0	OVERALL REFLECTED CEILING PLAN
A-2.1	ENLARGED REFLECTED CEILING PLAN
A-2.2	ENLARGED REFLECTED CEILING PLAN
A-2.3	ENLARGED REFLECTED CEILING PLAN
A-2.4	ENLARGED REFLECTED CEILING PLAN
A-2.5	OVERALL FLOOR FINISH PLAN
	ENLARGED FLOOR FINISH PLAN
A-2.6	
A-2.7	ENLARGED FLOOR FINISH PLAN
A-2.8	ENLARGED FLOOR FINISH PLAN
A-2.9	ENLARGED FLOOR FINISH PLAN
A-3.0	OVERALL ROOF PLAN
A-3.1	ENLARGED ROOF PLAN
A-3.2	ENLARGED ROOF PLAN
	ENLARGED ROOF PLAN
A-3.3	
A-3.4	ENLARGED ROOF PLAN
A-3.5	ROOF DETAILS
A-3.6	ROOF DETAILS
A-4.0	EXTERIOR BUILDING ELEVATIONS
A-4.1	WALL DETAILS
A-5.0	LONGITUDINAL BUILDING SECTIONS
	TRANSVERSE BUILDING SECTIONS
A-5.1	
A-6.0	WALL SECTIONS
A-6.1	WALL SECTIONS

A-6.2 A-6.3 A-6.4 A-7.0 A-7.1 A-7.2 A-7.3 A-7.4 A-7.5 A-7.6 A-8.0 A-8.1 A-8.2 A-8.3 A-8.4 A-8.5 A-8.6 A-9.0 FIRE PROTECTED FPO.1 FP1.1	FIRE PROTECTION LEAD SHEET FIRE PROTECTION PARTIAL FLOOR PLAN - AREA A
FP1.2 PLUMBING	FIRE PROTECTION PARTIAL FLOOR PLAN - AREA B
P0.1 P1.1 P1.2 DP2.1 P2.1 P3.1 P3.2 P3.3 P4.1 P4.2	PLUMBING LEAD SHEET PLUMBING PARTIAL FLOOR PLAN - AREA A PLUMBING PARTIAL FLOOR PLAN - AREA B PLUMBING ENLARGED DEMOLITION KITCHEN FLOOR PLAN PLUMBING ENLARGED KITCHEN FLOOR PLAN PLUMBING DWV DIAGRAM FLOOR PLAN - AREA A PLUMBING DWV DIAGRAM FLOOR PLAN - AREA B PLUMBING DWV DIAGRAMS - KITCHEN PLUMBING DETAILS PLUMBING DETAILS
HVAC H0.1 H1.1 H1.2 DH2.1 H2.1 H3.1 H4.1 H5.1	HVAC LEAD SHEET HVAC PARTIAL FLOOR PLAN - AREA A HVAC PARTIAL FLOOR PLAN - AREA B HVAC ENLARGED DEMOLITION KITCHEN FLOOR PLAN HVAC ENLARGED KITCHEN FLOOR PLAN HVAC SECTIONS HVAC DETAILS HVAC SCHEDULES

H5.2 HVAC SCHEDULES

	<u>- ELECTRICAL</u>
ME1.1	MECHANICAL - ELECTRICAL PARTIAL ROOF PLAN - AREA A
ME1.2	MECHANICAL - ELECTRICAL PARTIAL ROOF PLAN - AREA B
ME1.3	MECHANICAL - ELECTRICAL ALTERNATE PLANS
ME2.1	MECHANICAL - ELECTRICAL PARTIAL ROOF PLANS - KITCHEN
ELECTRICAL	
E0.1	ELECTRICAL LEAD SHEET
E1.1	ELECTRICAL LIGHTING PARTIAL FLOOR PLAN - AREA A
E1.2	ELECTRICAL LIGHTING PARTIAL FLOOR PLAN - AREA B
E2.1	ELECTRICAL POWER & SPECIAL SYSTEM PLAN - AREA A
E2.2	ELECTRICAL POWER & SPECIAL SYSTEM PLAN - AREA B
E2.3	ELECTRICAL FIRE ALARM PLAN - EXISTING BUILDING
DE2.4	ELECTRICAL DEMOLITION
E2.4	ELECTRICAL PLAN
E4.1	ELECTRICAL DETAILS
E4.2	ELECTRICAL DETAILS
E4.3	ELECTRICAL DETAILS
E4.4	ELECTRICAL DETAILS
E4.5	ELECTRICAL DETAILS
E4.6	ELECTRICAL DETAILS
E4.7	ELECTRICAL DETAILS
E4.8	ELECTRICAL DETAILS
E4.9	ELECTRICAL DETAILS
E5.1	ELECTRICAL SCHEDULES
E5.2	ELECTRICAL SCHEDULES
E5.3	ELECTRICAL SCHEDULES
SPECIALTY - FOOD SERVICE	
FS-1.0	KITCHEN AREA FOODSERVICE EQUIPMENT
FS-1.1	KITCHEN AREA FOODSERVICE PLUMBING
FS-1.2	KITCHEN AREA FOODSERVICE ELECTRICAL
FS-1.3	KITCHEN AREA FOODSERVICE MECHANICAL
FS-2.1	KITCHEN AREA CAPTIVE AIRE HOOD
FS-2.2	KITCHEN AREA CAPTIVE AIRE MECHANICAL
FS-2.3	KITCHEN AREA CAPTIVE AIRE ELECTRICAL

END SECTION 008600