

Kentucky Department of Education Version of **AIA** Document A101™ – 2007

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

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Cite this document as “AIA Document A101™– 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version,” or “AIA Document A101™–2007 — KDE Version.”

Kentucky Department of Education Version of 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 _____ day of _____
in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Spencer County Board of Education
207 W. Main Street
Taylorsville, KY 40071

and the Contractor:
(Name, legal status, address and other information)
Churchill McGee, LLC
1315-C W. Main Street
Lexington, KY 40504

for the following Project:
(Name, location and detailed description)
Spencer County High School Culinary Arts Lab Renovation
520 Taylorsville Road, Taylorsville, KY 40071

The Architect:
(Name, legal status, address and other information)
Sherman Carter Barnhart Architects, PLLC
2405 Harrodsburg Road
Lexington, KY 40504

The Owner and Contractor agree as follows.



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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Owner direct Purchase Orders, 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.)

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.

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§ 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. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)

Portion of Work	Substantial Completion Date
Substantial Completion	December 30, 2019

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

Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of
Two Hundred Fifty Dollars and zero cents.

(\$ 250.00), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

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 two hundred fifty-two thousand, four hundred and two dollars and sixty cents

(\$ 252,402.60), subject to additions and deductions as provided in the Contract Documents.

(List the base bid amount, sum of accepted alternates, total construction cost (the sum of base bid amount plus sum of accepted alternates), sum of Owner's direct Purchase Orders. The Contract Sum shall equal the sum of Total Construction Cost, less Owner direct Purchase Orders. Either list this information here or refer to an exhibit attached to this Agreement.)

	Amount
Base Bid	\$ 283,700.00
Sum of Accepted Alternates	\$ 0.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 283,700.00
Sum of Owner's direct Purchase Orders	\$ 31,297.40
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 252,402.60

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§ 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. Either list alternates here or refer to an exhibit attached to this Agreement.)

Number	Item Description	Amount
Total of Alternates		

§ 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. Either list unit prices here or refer to an exhibit attached to this Agreement.)

Refer to Unit Prices attached.

Item	Units and Limitations	Price per Unit (\$0.00)
As noted above.		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)

Item	Price
None.	

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 third Friday day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same 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 thirty (30) days after the Architect receives the Application for Payment.

State law (KRS 371.405) requires the Owner to pay undisputed Applications for Payment within forty-five (45) business days following receipt of the invoices. If the Owner fails to pay the Contractor within forty-five (45) business days following receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Contractor beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law.

§ 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 %). 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, General Conditions of the Contract for Construction — KDE Version;
- .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 ten percent (10 %);
- .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 — KDE Version.

§ 5.1.7 The progress payment amount determined in accordance with Section 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
(Section 9.8.5 of AIA Document A201–2007 — KDE Version 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 — KDE Version.

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

When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.

§ 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 except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 the Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment.

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 — KDE Version, 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 — KDE Version, 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 — KDE Version
- ☒ Litigation in a court of competent jurisdiction where the Project is located
- ☐ 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 — KDE Version.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 — KDE Version 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 such rate required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located.
(Insert rate of interest agreed upon, if any.)

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

Spencer County Board of Education
207 W. Main Street
Taylorsville, KY 40071

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

Churchill McGee, LLC
1315-C W. Main Street
Lexington, KY 40505

§ 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:

ARTICLE 9 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 — KDE Version.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction — KDE Version.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

(Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement.)

Refer to Project Manual Index attached.

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.)

Refer to Project Manual Index attached.

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.)

Refer to Drawing Index attached.

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
Addendum No. 1	September 24, 2019	8
Addendum No. 2	September 27, 2019	13

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:

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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 — KDE Version 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.)

- A. AIA Document A701–1997, Instructions to Bidders — KDE Version
- B. Contractor’s Form of Proposal
- C. KDE Purchase Order Summary Form

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 – KDE Version.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007 – KDE Version. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

100% Performance and Payment Bond (KDE Version A312)

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

OWNER (Signature)

DRAFT

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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Table of Contents
Volume 1 of 2
Spencer County High School Culinary Arts Lab Renovation
SCB #1950 / BG #19-362

Unless noted otherwise, the following shall apply to all manufacturers listed herein. Subject to compliance with Contract Documents, manufactures listed are approved as a manufacturer only. This does not imply that specific products supplied by such manufacturers have been reviewed and comply with requirements. It shall be the manufacturer's / contractor's responsibility to ensure that all requirements of the Contract Documents are met.

PROCUREMENT AND CONTRACTING DOCUMENTS GROUP

DIVISION 00---PROCUREMENT AND CONTRACTING REQUIREMENTS

000115	List of Drawing Sheets
001113	Advertisement for Bids
002113	Instructions to Bidders – A701-1997 (KDE Version)
002213	Supplementary Instructions to Bidders
002600	Procurement Substitution Procedures <ul style="list-style-type: none">• Certificate of Product Compliance for Proposed Substituted Products
004114	Form of Proposal (KDE 702 KAR 4:160)
004313	Bid Security Forms <ul style="list-style-type: none">• AIA Document A310 (Bid Bond)• AIA Document A312 Payment & Performance Bond (KDE Version)
004373	Proposed Schedule of Values <ul style="list-style-type: none">• AIA Document G702 (Application and Certificate for Payment)• AIA Document G703 (Continuation Sheet)
004393	Bid Submittal Checklist
006000	Forms (AIA Documents) <ul style="list-style-type: none">• AIA Doc A101 (Standard Form of Agreement between Owner & Contractor) – KDE Version• KDE FACPAC Purchase Order Form & Instructions• KDE Purchase Order Summary Form• AIA Document A201 (General Conditions of the Contract for Construction) – KDE Version• AIA Document G706 (Contractor's Affidavit of Payment of Debts and Claims)• AIA Document G706A (Contractor's Affidavit of Release of Liens)• AIA Document G707 (Consent of Surety of Final Payment)• AIA Document G716 (Request for Information)• AIA Document G810 (Transmittal Letter)
006100	Supplementary Conditions
006200	Special Conditions

SPECIFICATIONS GROUP

General Requirements Subgroup

DIVISION 01---GENERAL REQUIREMENTS

011000	Summary
012200	Unit Prices
012500	Substitution Procedures
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
014000	Quality Requirements
014200	References
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution
017700	Closeout Procedures
017823	Operation and Maintenance Data
017839	Project Record Documents
017900	Demonstration and Training

Facility Construction Subgroup

DIVISION 02---DEMOLITION

024119	Selective Building Demolition
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DIVISION 03---CONCRETE

033000	Cast-in-Place Concrete
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DIVISION 04---MASONRY

042000	Concrete Unit Masonry
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DIVISION 06---WOOD, PLASTICS, AND COMPOSITES

061053	Miscellaneous Rough Carpentry
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DIVISION 09---FINISHES

092216	Non-Structural Metal Framing
092900	Gypsum Board

DIVISION 11---EQUIPMENT

114000 Food Service Equipment

SECTION 000115 - LIST OF DRAWING SHEETS

PART 1 - List of Drawing Sheets

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Spencer County High School Culinary Arts Lab Renovation, dated August 26, 2019, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

STRUCTURAL

- S1.1 EXISTING ROOF FRAMING PLAN
- S2.0 OPEN-WEB STEEL BAR JOIST ROOF FRAMING SECTIONS AND DETAILS
- S2.1 OPEN-WEB STEEL BAR JOIST ROOF FRAMING SECTIONS AND DETAILS

ARCHITECTURAL

- A1.1 CULINARY ARTS LAB NEW WORK PLANS AND DETAILS

FIRE PROTECTION

- FP1.1 FIRST FLOOR NEW WORK PLAN - FIRE PROTECTION

PLUMBING

- P001 PLUMBING LEGEND
- P1.1 FIRST FLOOR NEW WORK PLAN - SANITARY SEWER
- P2.1 FIRST FLOOR NEW WORK PLAN - DOMESTIC WATER
- P501 PLUMBING RISER, SCHEDULES, AND DETAIL

MECHANICAL

- M001 MECHANICAL LEGEND
- M002 MECHANICAL LEGEND
- M1.1 FIRST FLOOR NEW WORK PLAN - HVAC
- M501 MECHANICAL DETAILS
- M502 MECHANICAL DETAILS
- M503 MECHANICAL DETAILS

ELECTRICAL

- E001 ELECTRICAL LEGEND
- E002 ELECTRICAL LEGEND AND GENERAL NOTES
- ED2.1 FIRST FLOOR DEMOLITION PLAN - POWER
- E1.1 FIRST FLOOR NEW WORK PLAN - LIGHTING
- E2.1 FIRST FLOOR NEW WORK PLAN - POWER
- E3.1 FIRST FLOOR NEW WORK PLAN - SYSTEMS

END OF SECTION 000115

UNIT PRICES:

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

A maximum of 40 unit prices will be acceptable with each bid. Do not add supplemental sheets for unit pricing to this document.

The bidder shall submit the list of unit prices within one (1) hour of the bid.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
1.	Wall Type 1	4.65	SF
2.	Wall Type 2	18.00	SF
3.	1" Insulated Water Piping Installed Above Ceiling	10.00	LF
4.	3" Sanitary Sewer Piping Installed 36" below finish floor	32.00	LF
5.	1" EMT Conduit	4.00	LF
6.	GFI Receptacle Installed	150	EA
7.	Kitchen Equipment Item 1 - ^{LABOR} ^{MAT.}	\$ 603.6	EA
8.	Kitchen Equipment Item 9 - ^{LABOR} ^{MAT.}	\$ 1212.05	EA
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