

BOARD OF EDUCATION MEETING
201 North Scoville Avenue, Room 213, Oak Park, Illinois 60302
Thursday, March 24, 2011 – 7:00 p.m.
Meeting Agenda

7:00 p.m.	I.	Call to Order, Pledge of Allegiance, and Roll Call	John C. Allen, IV
7:05 p.m.	II.	Changes to the Agenda	John C. Allen, IV
7:10 p.m.	III.	Introductions	John C. Allen, IV
	A.	Introduction of Visitors	
7:20 p.m.	VI.	Public Comment	John C. Allen, IV
7:30 p.m.	V.	Board of Education Members	John C. Allen, IV
	A.	Status of F.O.I.A. Requests	
	B.	Board of Education Comments	
7:45 p.m.	VI.	School Reports and Student Life	John C. Allen, IV
	A.	Student Council Report	Katrina Vogel
	B.	Principal's Report	Nathaniel L. Rouse
	C.	Enrollment Data	Michael Carioscio
	D.	Student Discipline	Nathaniel L. Rouse Action
8:10 p.m.	VII.	District, Community and State Reports	John C. Allen, IV
	A.	Citizens' Council	Co-Chairs, Terry Finnegan
		PTO	Amy McCormack
		Huskies Boosters' Club	Amy McCormack
		Alumni Association	Amy McCormack
		Tradition of Excellence	Sharon Patchak-Layman
		Concert Tour Association	Sharon Patchak-Layman
		APPLE	Dr. Ralph H. Lee
		Faculty Senate Executive Committee	James Paul Hunter
	B.	External Liaison Reports	Board Members
	C.	Superintendent's Report	Dr. Steven T. Isoye
8:30 p.m.	VIII.	Consent Items	John C. Allen, IV
	A.	Approval of the Check Disbursements and Financial Resolutions dated March 24, 2010	Action
	B.	Approval of the Monthly Financial Reports	Action
	C.	Approval of the Treasurer's Report	Action
	D.	Approval of 2011-12 Athletic Uniform Bid	Action
	E.	Approval of Authorization to Commence FY 2011 Audit	Action
	F.	Renewal of IHSA Annual Membership	Action
	G.	Approval of Legal Services for Human Resources	Action
	H.	Approval of Substitute Rates for FY 2012	Action
	I.	Approval of Commencement of E-Commerce	Action
	J.	Approval of Instructional Materials Fee	Action
	K.	Approval of Special Education Bus Contract	Action
	L.	Approval of Field Trip and Activity Bus Contract	Action
	M.	Approval of Asbestos Contract	Action

- N. Approval of Funding of Technology Projects Action
- 8:45 p.m. IX. Policy Sharon Patchak-Layman/ Dr. Dietra D. Millard Dr. Steven T. Isoye
- A. Amendment of Policy 3310, Contracts/Purchasing Action
 - B. Adoption of Policy 3820, Energy Management Action
 - C. Adoption of Policy 4105, Equal Opportunity and Minority Recruitment Action
 - D. Approval of Policy 2121, District Leadership Team and Building Leadership Team, for First Reading Action
 - E. Approval of Policy 6133, Consultation with Parents and Teachers Regarding Title I Programs, for First Reading Action
- 9:00 p.m. X. Finance Amy McCormack/John C. Allen/Cheryl L. Witham
- A. Public Hearing on Life Safety Amendment Action
 - B. Approval of Life Safety Amendment Action
 - C. Approval of Construction Manager Contract Action
 - D. Discussion on Board of Education Budget for FY 2012 Information
- 9:20 p.m. XI. Human Resources John C. Allen/Amy McCormack/Lauren M. Smith
- A. Approval of Personnel Recommendations Action
 - B. Approval of Retirement Requests Action
 - C. Release of Probationary Non-Tenured Staff Action
- 9:35 p.m. XII. Instruction Terry Finnegan/Dr. Ralph H. Lee/Philip M. Prale
- 9:40 p.m. XIII. Negotiations John C. Allen, IV/Amy McCormack
- 9:45 p.m. XIV. Other John C. Allen, IV
- A. Approval of Open Minutes and Closed Session Minutes of February 24, February 26, March 10 and 15, 2011, and a Declaration that the audio tapes dated June 2009 be destroyed Action
 - B. Public Hearing on Calendar Action
 - C. Approval of Amended Calendar for 2010-2011 Action
 - D. Discussion of Non-agenda Items Information
- 10:00 p.m. XV. Closed Session John C. Allen, IV
- _____ move to enter closed session for the purpose of discussing _____ litigation, _____ student discipline, _____ collective bargaining and/or negotiations, and _____ the appointment, employment and/or dismissal of personnel.
- TBD XVI. Adjournment John C. Allen, IV
- _____ moved to adjourn at _____; seconded by _____.
- Roll call vote.

Next Regular Board of Education Meeting
 Thursday, April 28, 2011—7:00 p.m.
 Board Room, Room 213

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Cheryl L. Witham

DATE: March 24, 2011

RE: Approval of Check Disbursements and Financial Resolutions

BACKGROUND

It is a requirement that the Board of Education accepts and approves the check disbursements.

SUMMARY OF FINDINGS

Attached are the check disbursement lists for March 24, 2011.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To approve the March 24, 2011 check disbursement listing as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. A.

RESOLUTION RATIFYING AND CONFIRMING
EXECUTION OF CERTAIN VOUCHERS
AND PAYMENT OF CERTAIN BILLS AND EXPENSES

Be it resolved by the Board of Education of the Oak Park and River Forest High School, District Number 200,
Cook County, Illinois, as follows:

SECTION 1: That this Board of Education does hereby ratify and confirm the execution of the
vouchers for this date of March 24, 2011 by the President and Secretary of this Board
of Education, copies of which are attached hereto.

SECTION 2: That this Board of Education does hereby ratify and confirm that the payment of the
bills and expenses were covered by the vouchers attached hereto.

SECTION 3: This resolution shall be in full force and effect upon its adoption.

ADOPTED this 24th day of March, 2011

President of the Board of Education

Secretary of the Board of Education

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
152504	03/24/2011	ACT CUSTOMER SERVICES	WorkKeys Test	4,592.50
152505	03/24/2011	ALL-WAYS TRANSPORTATION SERVICES, I	INVOICE DATED 2/28/11	3,088.00
152506	03/24/2011	ALLIED WASTE SERVICES #551	ACCT#3-0710-0061569 DATED FEB 20	2,798.38
152507	03/24/2011	ARAMARK	2010/11 - Maintenance & Custodial Uniforms FEB INVOICES	1,053.94
152508	03/24/2011	AT&T	ACCT#708 763-8372 507 8 FOR FEB 2 - MAR 1	46.83
152509	03/24/2011	ATHLETIC EQUIPMENT SOURCE	POLE VAULT EQUIPMENT	174.04
152510	03/24/2011	AUTOMATED LOGIC-ACT CHICAGO	2010 SUMMER WORK PROJECT	36,335.39
152511	03/24/2011	BAKER AND TAYLOR CO	HOOPER OPEN PO BOOK ORDER	9.89
152511	03/24/2011	BAKER AND TAYLOR CO	CARLSON OPEN BOOK ORDER	33.11
152512	03/24/2011	BLICK ART MATERIALS	Miscellaneous art suplies	35.76
152513	03/24/2011	BLUE CAB	SPED TRANSPORT FOR FIELD TRIP	78.25
152513	03/24/2011	BLUE CAB	- AUTO SHOW 2/17	
152513	03/24/2011	BLUE CAB	SPED TRANSPORT FOR FIELD TRIP	82.60
152513	03/24/2011	BLUE CAB	- AUTO SHOW 2/17 RETURN	
152514	03/24/2011	BOSS ONLINE, INC.	BUSINESS CARDS FOR S.I.	32.00
152514	03/24/2011	BOSS ONLINE, INC.	1 box of 500 business cards FOR D.A.	32.00
152514	03/24/2011	BOSS ONLINE, INC.	ENVELOPES FOR BUS. OFF.	1,897.00
152515	03/24/2011	BRENNOCK, THERESE	SPED CASH ADVANCE ADDITION (ED FOOD LINE - INCENTIVES)	500.00
152516	03/24/2011	CARD IMAGING	Part #044230 Fargo YMCKO Ribbon/DTC 400/250 Images	382.75
152517	03/24/2011	CENTER FOR PSYCHOLOGICAL SERVICES	2/17/11 SCHOOL CONSULTATION	275.00
152517	03/24/2011	CENTER FOR PSYCHOLOGICAL SERVICES	2/24 & 2/25/11 SCHOOL CONSULTATIONS	775.00
152517	03/24/2011	CENTER FOR PSYCHOLOGICAL SERVICES	SPED CONSULTATION 3/3 -4 /11	1,000.00
152518	03/24/2011	CITADEL INFORMATION MANAGEMENT	2010-2011 DOCUMENT SHREDDING SERVICE 2/11/11	195.00
152519	03/24/2011	CLARK, TOM	BOYS B-BALL 3/4 REGIONAL SCORER & 10 GAMES	735.00
152520	03/24/2011	COMPREHENSIVE THERAPEUTICS	OT & PT FOR FEB	6,586.00
152521	03/24/2011	CONDNE, JOHN	REIMB FOR CTEC VIDEO FESTIVAL ENTRY FEES, REGISTRATION FEES, ANNUAL MEMBERSHIP FEE	345.00
152522	03/24/2011	DOLEZAL, ROBERT	GIRLS WATER POLO 3/10	84.00
152523	03/24/2011	DUNBAR ARMORED, INC.	CUST #24001521 INVOICE DATE 3/1/11	611.54
152524	03/24/2011	DUPAGE ROE PROFESSIONAL DEVELOPMENT	PD Series for Science 2010-2011: Earth Science Year 1 FEB 23 K.M.	60.00
152524	03/24/2011	DUPAGE ROE PROFESSIONAL DEVELOPMENT	PD Series for Science 2010-2011: Earth Science Year 1 FEB 23 L.R.	60.00
152525	03/24/2011	E2 SERVICES	E2 Offsite Backup MARCH	375.00
152525	03/24/2011	E2 SERVICES	E2 MANAGED SERVICES MARCH	12,500.00
152526	03/24/2011	EARLY ADVANTAGE	WLD Spanish Muzzy DVDs	723.95
152527	03/24/2011	FEDERAL EXPRESS CORP	INVOICE DATE 2/16/11	65.34
152527	03/24/2011	FEDERAL EXPRESS CORP	INVOICE DATE MAR 2 - SPED	35.86
152528	03/24/2011	GENERAL PARTS, LLC.	INVOICE DATE 3/4/11 SERVICE ORDER 766936 FOOD SERVICES	376.63
152528	03/24/2011	GENERAL PARTS, LLC.	INVOICE DATE 3/4/11 SERVICE ORDER 766779 FOOD SERVICES	261.45
152529	03/24/2011	GILMER, DAVID	SPOKEN WORD/SOPH SLAM &	577.00

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
152530	03/24/2011	GLENBROOK SOUTH HS	MENTORSHIP SERVICES TSTA STATE TOURNAMNET JUDGING FEES - DEBATE	150.00
152531	03/24/2011	GOBBERDIEL, DAVID	REIMB FOR NFL JUDGING /TOURNAMENT FEE DEBATE QUALIFIER	180.00
152531	03/24/2011	GOBBERDIEL, DAVID	REIMB FOR DEBATE HOTEL EXP	711.20
152532	03/24/2011	GOLDSTAR LEARNING, INC.	Mastery Manager Answer Form	315.29
152533	03/24/2011	GRAINGER	CABLE FOR HOME RUN FENCE	74.30
152534	03/24/2011	GRAND PRAIRIE TRANSIT	MODEL UN TRANSPORT TO PALMER HOUSE 2/4/11	217.90
152534	03/24/2011	GRAND PRAIRIE TRANSIT	MODEL UN TRANSPORT FROM PALMER HOUSE 2/4/11	217.90
152534	03/24/2011	GRAND PRAIRIE TRANSIT	ONE WAY MIDWAY AIRPORT TRANSPORT - GIRLS ATHLETICS	296.90
152535	03/24/2011	GRAPHIC CHEMICAL & INK CO	Fabric Inks, etching ink, mineral spirits, squeegees	64.73
152536	03/24/2011	GROSSER, WILLIAM	REIMB FOR NSTA SAN FRAN, CA TRIP EXP	153.36
152537	03/24/2011	GUARINO, VICTOR	GIRLS TRACK 3/5	85.00
152538	03/24/2011	HANLEY, JANET	REIMB FOR DEBATE TOURNEY OF CHAMPIONS U OF K FEES	243.00
152539	03/24/2011	HIGGS, LARRY	GIRLS TRACK 3/5	70.00
152540	03/24/2011	HILDEBRAND SPORTING GOODS	GIRLS BASKETBALL CONFERENCE CHAMPS T-SHIRTS	225.00
152540	03/24/2011	HILDEBRAND SPORTING GOODS	GIRLS BASKETBALL CONFERENCE CHAMPS T-SHIRTS	736.00
152541	03/24/2011	HUENING, DENNIS	BOYS WATER POLO 3/8	84.00
152542	03/24/2011	IHSA	BOYS B-BALL REGIONAL TICKET REVNEUE	1,100.80
152543	03/24/2011	INTEGRATED SYSTEMS CORPORATION	APRIL 2011 SKYWARD HOSTING SERVICES	1,100.00
152544	03/24/2011	JOSTENS	26 DIPLOMAS INVOICE DATED MAR 1	55.94
152545	03/24/2011	KENNEDY, FRANK	MONTHLY MILEAGE & CELL USAGE PER CONTRACT	100.00
152546	03/24/2011	KIDD, SIERRA	MOVITATIONAL MENTORSHIP SERVICES	136.00
152547	03/24/2011	KNAKE, KRISTIN	REIMB FOR TEAM REGISTRATION FOR MOCK TRIAL REGIONALS	100.00
152548	03/24/2011	KOTTMANN, DONNA	REIMB FOR FABRIC PURCHASED FOR CLOTHING CONSTRUCTION CLASS	79.63
152549	03/24/2011	KRANZ INC.	Kleenex TESTING	91.80
152550	03/24/2011	LANE TECH COLLEGE PREP	ENTRY FEES TO DEBATE TOURNAMENT	180.00
152551	03/24/2011	LEGAT ARCHITECTS	MARCH 4, 2011 PROJECT #211016.00 2011 LIFE SAFETY IMPROVEMENTS FEB 1 - 28, 2011	132,770.00
152552	03/24/2011	LEXIS-NEXIS	BILLING PERIOD 2/1 - 2/18/11 ONLINE & RELATED CHARGES	400.00
152553	03/24/2011	MOORE, REGINALD	BOYS WATER POLO 3/8	84.00
152554	03/24/2011	VAN SWOL, ZACH	GIRLS WATER POLO 3/10	84.00
152555	03/24/2011	THRIVE COUNSELING CENTER	5 FULL TIME STAFF INVOICE DATED 3/1/11	30,421.30
152556	03/24/2011	MAGNATAG	4' x 12' teacher track	1,690.65

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
			scheduler	
152557	03/24/2011	MC KINNEY, MILTON	SPOKEN WORD AND MOTIVATIONAL MENTORSHIP SERVICES	304.00
152558	03/24/2011	MEADOR, DONNA	REIMB FOR READING PLUS REWARDS GIFT CARDS - SPED	80.00
152559	03/24/2011	MEREDITH CULLIGAN WATER CO.	HEALTH SVCS	22.98
152559	03/24/2011	MEREDITH CULLIGAN WATER CO.	SPED MARCH DISPENSER RENTAL	7.00
152560	03/24/2011	MIDWEST TRANSIT EQUIPMENT, INC	WORK ORDER #25464 2009 CHEVY 2/21/11	166.75
152561	03/24/2011	MURNANE PAPER	COPY PAPER FOR BUS OFF	2,792.00
152562	03/24/2011	MUSIC & ARTS CENTER	Tenor and Bari Sax repairs	88.00
152562	03/24/2011	MUSIC & ARTS CENTER	Tenor and Bari Sax repairs	145.20
152563	03/24/2011	MUSIC THEATER INTERNATIONAL	ANNIE SUMMER MUSICAL MUSIC	75.00
152564	03/24/2011	NATIONAL SCHOOL TOWEL SERVICE	2010-2011 SCHOOL YEAR TOWEL SERVICE MARCH	6,044.00
152565	03/24/2011	NICOR GAS	ACCT#503548 GROUP 5315 SERVICE FROM 2/1 - 3/1/11	3,818.87
152565	03/24/2011	NICOR GAS	ACCT#115548 GROUP 5515 SERVICE FROM 2/1 - 3/1/11	429.71
152565	03/24/2011	NICOR GAS	ACCT#905548 GROUP 5998 SERVICE FROM 2/1 - 3/1/11	634.36
152566	03/24/2011	NYHART	PROFESSIONAL SVCS - COBRA ADMIN FEB, 2011 MONTHLY FEE	80.00
152567	03/24/2011	OMBUDSMAN EDUCATIONAL SERVICES	ADDITIONAL FEB TUITION - PRIVATE TUITION	650.00
152568	03/24/2011	OPRFHS ATHLETIC IMPREST ACCOUNT	REPLENISH FOR STATE SWIM TOURNAMENT EXP	508.00
152569	03/24/2011	PETTY CASH, OPRFHS #200	REPLENISH BUSINESS OFFICE PETTY CASH	606.62
152570	03/24/2011	SUN-TIMES MEDIA	NOTICE TO BIDDERS - ATHLETICS I0000034494-0210 2/10/11 AD#34494	24.00
152571	03/24/2011	POWELL, MIKE	REIMB FOR STATE WRESTLING HOTEL EXP, CHAMPAIGN, IL	1,293.70
152572	03/24/2011	QUILL CORP.	BOOKSTORE / SUPPLIES	120.01
152572	03/24/2011	QUILL CORP.	Office Supplies SPED	288.61
152572	03/24/2011	QUILL CORP.	Duracell Coppertop - "AA" Batteries 050-MN1500B MATH DEPT	19.68
152572	03/24/2011	QUILL CORP.	Office Supplies SPED	8.95
152572	03/24/2011	QUILL CORP.	Duracell Coppertop Batteries "AAA" - Carton Item # 050-MN2400BKD MATH DEPT	299.97
152573	03/24/2011	REY-TALLEY, KRISTOPHER	Used Panasonic HVX camera	1,500.00
152574	03/24/2011	ROCKFORD BOARD OF EDUCATION	JAN TUTORING M.H.	180.00
152574	03/24/2011	ROCKFORD BOARD OF EDUCATION	JAN TUTORING - M.S.	240.00
152574	03/24/2011	ROCKFORD BOARD OF EDUCATION	JAN TUTORING - D.F.	180.00
152575	03/24/2011	STANDARD STATIONERY SUPPLY CO	BOOKSTORE SUPPLIES	199.78
152576	03/24/2011	TEACHING FOR CHANGE	HISTORY - WH Documentary (Maloney)	25.95
152577	03/24/2011	TECLAW, NORBERT	REIMB FOR SAND BOUGHT FOR ENVIRONMENTAL CLASS - PERCY JULIAN PROJECT	19.95
152578	03/24/2011	TRIANGLE SCREEN PRINT	Various t-shirts for SST staff.	3,207.00
152579	03/24/2011	TROPHIES BY GEORGE	ANNUAL TROPHY ORDER GIRLS WATER POLO	46.30
152579	03/24/2011	TROPHIES BY GEORGE	ANNUAL TROPHY ORDER BOYS TENNIS	34.65

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
152580	03/24/2011	UNITED PARCEL SERVICE	INVOICE DATE FEB 19 BKSTR & BUS OFFICE	47.21
152580	03/24/2011	UNITED PARCEL SERVICE	2010/11 - Open P.O. - United Parcel Service - Pick Up & Deliveries B&G 2/19/11 BILL	10.55
152581	03/24/2011	UNIVERSAL TAXI DISPATCH, INC	1/31 - 2/16/11 SPED TRANSPORT B.P. & A.H.	302.00
152582	03/24/2011	VANGUARD ENERGY SERVICES, LLC	SERVICE PERIOD 2/1 - 2/28/11	37,874.23
152583	03/24/2011	VALCOM	TECH SUPPLIES (MARTIN REQUEST)	35.46
152583	03/24/2011	VALCOM	KINGSTON MEMORY (MARTIN REQUEST)	74.00
152583	03/24/2011	VALCOM	MULTIMEDIA SPEAKERS (MARTIN/WL REQUEST) freight on purchase	13.95
152584	03/24/2011	VINCENT, LISA	SPED OT	2,625.48
152584	03/24/2011	VINCENT, LISA	SPED OT	2,111.40
152585	03/24/2011	WEST PUBLISHING CO	12 month Subscription to CLEAR FEB	88.94
152586	03/24/2011	WEST SUBURBAN SEW-VAC	VIKING BOBBINS, COVERS, LIGHT BULBS FAMILY & CONS SCIENCE	46.00
152587	03/24/2011	WORKPLUS OCCUPATIONAL HEALTH-RHC	FEB PHYSICALS - SPED	405.00
152588	03/24/2011	WOYTEK, PATRICIA	JAN SPED SOCIAL WORK SERVICES	1,521.00
152588	03/24/2011	WOYTEK, PATRICIA	FEB SPED SOCIAL WORK SERVICES	782.00
152589	03/24/2011	ZAPATA, ELVIN	REIMB FOR MILEAGE FOR CONFERENCES	18.06
152590	03/24/2011	R & D BUS COMPANY, INC.		0.00
152591	03/24/2011	R & D BUS COMPANY, INC.		0.00
152592	03/24/2011	R & D BUS COMPANY, INC.		0.00
152593	03/24/2011	R & D BUS COMPANY, INC.		0.00
152594	03/24/2011	R & D BUS COMPANY, INC.		0.00
152595	03/24/2011	R & D BUS COMPANY, INC.	BOYS S BBALL 2/19 MORTON EAST	265.00
152595	03/24/2011	R & D BUS COMPANY, INC.	GIRLS V CHEERLEADING 2/12 LYONS NORTH	230.00
152595	03/24/2011	R & D BUS COMPANY, INC.	BOYS FA BBALL 2/19 MORTON EAST	290.00
152595	03/24/2011	R & D BUS COMPANY, INC.	ENG/HISTORY 2/11 ART INSTITUTE/CHGO HISTORY	290.00
152595	03/24/2011	R & D BUS COMPANY, INC.	BOYS S BBALL 2/12 LYONS NORTH	260.00
152595	03/24/2011	R & D BUS COMPANY, INC.	MATH TEAM 2/9 DOWNERS GROVE N.	295.00
152595	03/24/2011	R & D BUS COMPANY, INC.	IHSA SPEECH 2/5 ELK GROVE VILLAGE H.S.	550.00
152595	03/24/2011	R & D BUS COMPANY, INC.	BOYS FA BBALL 2/12 LYONS NORTH	315.00
152595	03/24/2011	R & D BUS COMPANY, INC.	BOYS V BBALL 2/12 LYONS NORTH	260.00
152595	03/24/2011	R & D BUS COMPANY, INC.	BOYS V BBALL 2/19 MORTON EAST	230.00
152595	03/24/2011	R & D BUS COMPANY, INC.	GIRLS TRACK 2/24 LYONS TOWNSHIP	530.00
152595	03/24/2011	R & D BUS COMPANY, INC.	GIRLS V BBALL 2/16 HOFFMAN ESTATES	340.00
152595	03/24/2011	R & D BUS COMPANY, INC.	GIRLS J CHEERLEADING 2/19 MORTON EAST	200.00
152595	03/24/2011	R & D BUS COMPANY, INC.	GIRLS V CHEERLEADING 2/19 MORTON EAST	200.00
152595	03/24/2011	R & D BUS COMPANY, INC.	GIRLS J CHEERLEADING 2/12	230.00

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
152595	03/24/2011	R & D BUS COMPANY, INC.	LYONS NORTH GIRLS FA BBALL 2/11 PROVISIO WEST	215.00
152595	03/24/2011	R & D BUS COMPANY, INC.	GIRLS V WATER POLO 3/8 LYONS S.	335.00
152595	03/24/2011	R & D BUS COMPANY, INC.	GIRLS S SOCCER 3/1 CHGO INDOOR SPORTS	210.00
152595	03/24/2011	R & D BUS COMPANY, INC.	GIRLS S SOCCER 3/3 CHGO INDOOR SPORTS	205.00
152595	03/24/2011	R & D BUS COMPANY, INC.	3 BUSES FOR BOYS V TRACK 3/4 LYONS TOWN. S. CAMPUS	885.00
152595	03/24/2011	R & D BUS COMPANY, INC.	2 BUSES SCIENCE 2/17 MUSEUM OF SURGICAL SCIENCE	580.00
152595	03/24/2011	R & D BUS COMPANY, INC.	2 BUSES SCIENCE & TECH 2/11 MCCORMICK PL	440.00
152595	03/24/2011	R & D BUS COMPANY, INC.	STEPPENWOLF THEATER 3/5 D.A.STAFF TRAINING	215.00
152595	03/24/2011	R & D BUS COMPANY, INC.	GOSPEL CHOIR 3/5 MARRIOT MICHIGAN AVE.	205.00
152596	03/18/2011	ACCESS CREDIT UNION	Payroll accrual	50.00
152597	03/18/2011	AMERIPRISE FINANCIAL SERVICES	Payroll accrual	145.66
152597	03/18/2011	AMERIPRISE FINANCIAL SERVICES	Payroll accrual	85.56
152597	03/18/2011	AMERIPRISE FINANCIAL SERVICES	Payroll accrual	60.00
152598	03/18/2011	CHEREDNYK, OLEH	Payroll accrual	128.19
152599	03/18/2011	CLERK OF COURT,	Payroll accrual	164.25
152600	03/18/2011	CONNECTICUT - CCSPC	Payroll accrual	554.00
152601	03/18/2011	DIVERSIFIED COLLECTION SERVICES, IN	Payroll accrual	624.55
152602	03/18/2011	EQUIVEST	Payroll accrual	2,010.05
152602	03/18/2011	EQUIVEST	Payroll accrual	6,804.20
152603	03/18/2011	FIDELITY INVESTMENTS	Payroll accrual	2,559.86
152603	03/18/2011	FIDELITY INVESTMENTS	Payroll accrual	11,366.80
152603	03/18/2011	FIDELITY INVESTMENTS	Payroll accrual	65.32
152604	03/18/2011	FIRST INVESTORS	Payroll accrual	349.26
152604	03/18/2011	FIRST INVESTORS	Payroll accrual	1,300.00
152605	03/18/2011	FREEDMAN ANSELMO LINDBERG AND RAPPE	Payroll accrual	444.75
152606	03/18/2011	GENERAL REVENUE CORPORATION	Payroll accrual	394.56
152607	03/18/2011	GLENN STEARNS CHAPTER 13 TRUSTEE	Payroll accrual	357.01
152608	03/18/2011	GREAT AMERICAN LIFE INS CO	Payroll accrual	93.71
152608	03/18/2011	GREAT AMERICAN LIFE INS CO	Payroll accrual	400.00
152609	03/18/2011	HUNTER, CARLA	Payroll accrual	280.00
152610	03/18/2011	I R S	Payroll accrual	16,792.19
152610	03/18/2011	I R S	Payroll accrual	4,204.39
152610	03/18/2011	I R S	Payroll accrual	148,101.63
152610	03/18/2011	I R S	Payroll accrual	38.40
152610	03/18/2011	I R S	Payroll accrual	0.00
152610	03/18/2011	I R S	Payroll accrual	18,005.09
152610	03/18/2011	I R S	Payroll accrual	210.31
152610	03/18/2011	I R S	Payroll accrual	24,788.54
152610	03/18/2011	I R S	Payroll accrual	18,005.09
152610	03/18/2011	I R S	Payroll accrual	210.31
152611	03/18/2011	ILLINOIS MUNICIPAL RETIREMENT	Payroll accrual	159.66
152612	03/18/2011	ILLINOIS MUNICPL RETIREMT FUND	Payroll accrual	16,016.15
152612	03/18/2011	ILLINOIS MUNICPL RETIREMT FUND	Payroll accrual	22.02
152612	03/18/2011	ILLINOIS MUNICPL RETIREMT FUND	Payroll accrual	0.00
152612	03/18/2011	ILLINOIS MUNICPL RETIREMT FUND	Payroll accrual	37,289.43
152612	03/18/2011	ILLINOIS MUNICPL RETIREMT FUND	Payroll accrual	51.28

CHECK CHECK			INVOICE	
NUMBER	DATE	VENDOR	DESCRIPTION	AMOUNT
152613	03/18/2011	IL STATE DISBURSEMENT UNIT	Payroll accrual	2,123.13
152614	03/18/2011	ING NATIONAL TRUST	Payroll accrual	153.21
152614	03/18/2011	ING NATIONAL TRUST	Payroll accrual	353.21
152615	03/18/2011	LINCOLN INVESTMENT PLANNING, INC.	Payroll accrual	250.00
152616	03/18/2011	LINCOLN INVESTMENTS	Payroll accrual	9,147.44
152616	03/18/2011	LINCOLN INVESTMENTS	Payroll accrual	30,985.50
152617	03/18/2011	M G TRUST COMPANY	Payroll accrual	864.61
152617	03/18/2011	M G TRUST COMPANY	Payroll accrual	2,549.46
152617	03/18/2011	M G TRUST COMPANY	Payroll accrual	167.71
152618	03/18/2011	METLIFE	Payroll accrual	193.46
152618	03/18/2011	METLIFE	Payroll accrual	375.00
152619	03/18/2011	NCPERS GROUP LIFE INS (#1985)	Payroll accrual	224.00
152620	03/18/2011	OPRFHS/FACULTY SENATE DUES	Payroll accrual	7,976.52
152621	03/18/2011	PACIFIC LIFE	Payroll accrual	509.46
152621	03/18/2011	PACIFIC LIFE	Payroll accrual	2,089.61
152622	03/18/2011	RIVER FOREST COMMUNITY CENTER	Payroll accrual	9,760.00
152623	03/18/2011	SEIU LOCAL 73	Payroll accrual	42.00
152623	03/18/2011	SEIU LOCAL 73	Payroll accrual	2,534.83
152624	03/18/2011	STATE OF ILLINOIS	Payroll accrual	419.99
152624	03/18/2011	STATE OF ILLINOIS	Payroll accrual	26.88
152624	03/18/2011	STATE OF ILLINOIS	Payroll accrual	54,256.91
152625	03/18/2011	T H I S	Payroll accrual	8,040.46
152625	03/18/2011	T H I S	Payroll accrual	19.15
152625	03/18/2011	T H I S	Payroll accrual	552.01
152625	03/18/2011	T H I S	Payroll accrual	6,032.62
152625	03/18/2011	T H I S	Payroll accrual	14.36
152625	03/18/2011	T H I S	Payroll accrual	16.89
152625	03/18/2011	T H I S	Payroll accrual	451.58
152626	03/18/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	12.62
152627	03/18/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	86,951.75
152627	03/18/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	5,270.29
152627	03/18/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	204.51
152627	03/18/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	5,376.32
152627	03/18/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	325.20
152627	03/18/2011	TEACHERS RETIREMENT SYSTEM	Payroll accrual	360.77
152628	03/18/2011	TOM VAUGHN STANDING TRUSTEE	Payroll accrual	129.50
152629	03/18/2011	U.S. DEPART. OF EDUCATION	Payroll accrual	85.46
152629	03/18/2011	U.S. DEPART. OF EDUCATION	Payroll accrual	118.61
152630	03/18/2011	WADDELL & REED	Payroll accrual	650.64
152630	03/18/2011	WADDELL & REED	Payroll accrual	854.75
152631	03/24/2011	ADVANTAGE TEAM SALES, INC	ATHLETIC DEPT. EVENT STAFF UNIFORMS	667.50
152632	03/24/2011	ANCEL, GLINK, DIAMOND, BUSH, DICIANNI, &	INVOICE DATED MARCH 9 SERVICES RENDERED DURING FEB	14,311.05
152633	03/24/2011	OAK PARK AND RIVER FOREST HIGH SCHO	REPLENISH IMPREST FUND FOR MONTH OF MARCH 2/8 - 3/16	2,437.61
152634	03/24/2011	SALKELD SPORTS INC, DIV OF KESSLER'	GIRLS SOCCER EQUIPMENT	425.25
152634	03/24/2011	SALKELD SPORTS INC, DIV OF KESSLER'	GIRLS LACROSSE EQUIPMENT	184.00
152634	03/24/2011	SALKELD SPORTS INC, DIV OF KESSLER'	CROSS COUNTRY RACE CLOCK	1,926.00
152635	03/24/2011	ULTIMATE OFFICE	Office Supplies SPED	264.53
Totals for checks				899,722.81

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	EDUCATION FUND	436,193.76	1,100.80	99,301.33	536,595.89
14	CAFETERIA FUND	9,629.94	0.00	1,251.67	10,881.61
15	BOOKSTORE FUND	1,532.88	0.00	347.00	1,879.88
20	OPERATIONS & MAINTENANCE	27,249.93	0.00	46,759.23	74,009.16
40	TRANSPORTATION FUND	0.00	0.00	12,432.30	12,432.30
50	ILL MUN RET FUND	80,344.65	0.00	0.00	80,344.65
60	SITE & CONST FUND	0.00	0.00	169,105.39	169,105.39
80	TORT IMMUNITY FUND	0.00	0.00	12,734.80	12,734.80
82	MEDICAL SELF INSURANCE FUND	0.00	0.00	80.00	80.00
84	ACTIVITY FUND	1,659.13	0.00	0.00	1,659.13
***	Fund Summary Totals ***	556,610.29	1,100.80	342,011.72	899,722.81

***** End of report *****

RESOLUTION RATIFYING AND CONFIRMING
EXECUTION OF CERTAIN VOUCHERS
AND PAYMENT OF CERTAIN BILLS AND EXPENSES

Be it resolved by the Board of Education of the Oak Park and River Forest High School, District Number 200, Cook County, Illinois, as follows:

SECTION 1: That this Board of Education does hereby ratify and confirm the execution of the vouchers from the Imprest Account for March 24, 2011 by the President and Secretary of this Board of Education, copies of which are attached hereto.

SECTION 2: That this Board of Education does hereby ratify and confirm that the payment of the bills and expenses were covered by the vouchers attached hereto.

SECTION 3: This resolution shall be in full force and effect upon its adoption.

ADOPTED this March 24, 2011

President of the Board of Education

Secretary of the Board of Education

IMPREST		CHECK	INVOICE	
CHECK #	VENDOR	DATE	AMOUNT	DESCRIPTION
31106	COMCAST CABLE	03/17/2011	60.87	SERVICE FROM 3/13 - 4/12
31106	COMCAST CABLE	03/17/2011	13.14	SERVICE FROM 3/16 - 4/15
31107	COMCAST CABLE	03/17/2011	99.90	SERVICE FROM 3/9-4/8
31108	T-MOBILE	03/17/2011	103.86	MONTHLY SERVICE FROM 1/25 - 2/24/11
31108	T-MOBILE	03/17/2011	127.47	SPED SERVICE FROM 2/8 - 3/7/11
Totals for checks			405.24	

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	EDUCATION FUND	0.00	0.00	301.38	301.38
20	OPERATIONS & MAINTENANCE	0.00	0.00	103.86	103.86
***	Fund Summary Totals ***	0.00	0.00	405.24	405.24

***** End of report *****

RESOLUTION RATIFYING AND CONFIRMING
EXECUTION OF CERTAIN VOUCHERS
AND PAYMENT OF CERTAIN BILLS AND EXPENSES

Be it resolved by the Board of Education of the Oak Park and River Forest High School, District Number 200, Cook County, Illinois, as follows:

SECTION 1: That this Board of Education does hereby ratify and confirm the execution of the vouchers from the Student Activity Accounts for March 24, 2011 by the President and Secretary of this Board of Education, copies of which are attached hereto.

SECTION 2: That this Board of Education does hereby ratify and confirm that the payment of the bills and expenses were covered by the vouchers attached hereto.

SECTION 3: This resolution shall be in full force and effect upon its adoption.

ADOPTED this March 24, 2011

President of the Board of Education

Secretary of the Board of Education

ACTIVITY		CHECK	INVOICE	
CHECK #	VENDOR	DATE	AMOUNT	DESCRIPTION
6652	GOLDBERG, STEVE	03/14/2011	4,600.00	TRAVEL ADVANCE FOR INDIA TRIP
6653	JOHN HANCOCK OBSERVATORY	03/14/2011	340.00	HISTORY OF CHICAGO TRIP #0001011552 3/16/11 A.N.H.
6654	A.M. MACDONALD HOLDINGS INC	03/17/2011	525.00	ROYALTIES FOR "GOODNITE DESDEMONA (GOOD MORNING JULIET)
6655	ADVANTAGE TEAM SALES, INC	03/17/2011	1,257.60	GIRLS TRACK GEAR
6656	BOB ROGER'S TRAVEL	03/17/2011	9,071.35	SPAIN TRIP PAYMENT
6657	CLARK, PAUL	03/17/2011	250.00	SPAIN TOUR REFUND FOR S. C-M ID#115836
6658	DAWSON, LEKEJA	03/17/2011	120.00	SPOKEN WORD CLUB/SLAM PROFESSIONAL SVCS
6659	EXECUTIVE COACH OF CHICAGO	03/17/2011	934.00	COACH BUS SERVICE FOR BOYS LACROSSE
6660	GRAPHIC EDGE	03/17/2011	754.22	BOYS TRACK GEAR
6661	LARSON, PAT	03/17/2011	250.00	SPAIN TOUR REFUND FOR P.L.ID#130765
6662	LEE, BRENDAN	03/17/2011	8,850.87	REIMB FOR AER LINGUS FLIGHT EXP FOR GROUP (IRELAND TRIP)
6663	LITTLE CAESARS	03/17/2011	1,148.50	SYNCHRO SWIM FUND RAISER
6664	NATEDOG, INC.	03/17/2011	2,896.00	GIRLS TRACK COOKIE DOUGH FUNDRAISER
6665	QUINN, PETER	03/17/2011	50.00	REIMB FOR SWIM TEAM CAPTAIN GIFT EXP
6666	R & M SPECIALTIES	03/17/2011	902.50	HUSKIEPALOOZA T'S
6666	R & M SPECIALTIES	03/17/2011	922.00	Huskiepalooza Tees and Hoodies
6667	SALKELD SPORTS INC, DIV OF KESSLER	03/17/2011	350.00	GIRLS SOCCER GEAR
6668	SCHMADEKE, YOKO	03/17/2011	64.03	REIMB FOR JAPANESE FESTIVAL SUPPLY EXP
6669	SPILOTRO, RAFFAELLA	03/17/2011	2,500.00	TRAVEL ADVANCE ITALIAN EXCHANGE
6670	TARRANT, TOM	03/17/2011	21.83	REIMB FOR GIRLS TRACK SENIOR DAY FLOWER EXP
Totals for checks			35,807.90	

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
84	ACTIVITY FUND	35,807.90	0.00	0.00	35,807.90
***	Fund Summary Totals ***	35,807.90	0.00	0.00	35,807.90

***** End of report *****

RESOLUTION AUTHORIZING EXECUTION OF CERTAIN VOUCHERS
FOR THE MONTH OF MARCH, 2011

Be it resolved by the Board of Education of the Oak Park and River Forest High School, District Number 200, Cook County, Illinois as follows:

Section 1: That this Board of Education has approved and does hereby approve the voucher used by its School Treasurer, all pursuant to the powers granted under the Illinois School Code.

Section 2: That the President and Secretary of this Board of Education be and are hereby authorized to execute and sign on behalf of this Board of Education vouchers with all required information for the following expenditures during the Month of APRIL, 2011:

- a) Payroll for the employees of this District not to exceed \$4,500,000 for said month.
- b) Contractual fringe benefits for the employees of this District not to exceed \$700,000 for said month.

Provided however, that all such vouchers to be signed by the President and Secretary of the Board of Education shall be approved as accurate and due and owing by the Chief Financial Officer (or other designated officer) prior to the signing of such vouchers.

Further provided, however, that all such vouchers shall contain information as required by law in order that the School Treasurer can make the appropriate disbursements and entries into the records.

Section 3: This resolution shall be in full force and effect upon its adoption.

ADOPTED this 24TH day of March, 2011

President of the Board of Education

Secretary of the Board of Education

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Cheryl Witham

DATE: March 24, 2011

RE: Financial Reports

BACKGROUND

It is a requirement that the Board of Education accepts and approves the monthly Financial Reports.

SUMMARY OF FINDINGS

Attached are the Financial Reports for February, 2011.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To approve the February, 2011 Financial Reports as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. B.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
February 2011

Education Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2009-2010	February 28	%	Budget	February 28	%
		2010		2010-2011	2011	
<i>Receipts</i>						
Property Taxes	47,315,686	28,772,147	60.8%	43,378,031	21,030,870	48.5%
Other Local Sources	3,617,642	1,934,881	53.5%	2,036,844	2,229,447	109.5%
State Sources	2,834,759	1,800,610	63.5%	1,535,232	2,037,608	132.7% ¹
Federal Sources	2,607,278	1,860,135	71.3%	1,199,587	572,500	47.7%
	<u>56,375,365</u>	<u>34,367,773</u>	<u>61.0%</u>	<u>48,149,694</u>	<u>25,870,425</u>	<u>53.7%</u>
<i>Expenditures</i>						
General Instruction	19,919,270	10,267,706	51.5%	21,480,792	11,055,856	51.5%
Special Education	5,555,934	2,857,875	51.4%	5,109,106	2,638,699	51.6%
Adult Education	20,282	6,000	29.6%	20,539	-	0.0%
Vocational Programs	335,859	211,425	63.0%	378,059	233,913	61.9%
Interscholastic Programs	1,963,819	1,115,440	56.8%	2,189,182	1,179,428	53.9%
Summer School	287,451	165,303	57.5%	313,566	155,965	49.7%
Drivers Education	757,147	389,529	51.4%	765,563	390,536	51.0%
Other Instructional	2,801,472	1,499,524	53.5%	3,006,379	1,172,750	39.0% ²
Support Svcs. - Pupil	6,607,062	3,605,871	54.6%	6,754,759	3,532,792	52.3%
Support Svcs. - Admin.	4,625,192	2,781,601	60.1%	4,663,602	2,717,033	58.3%
	<u>42,873,488</u>	<u>22,900,274</u>	<u>53.4%</u>	<u>44,681,547</u>	<u>23,076,972</u>	<u>51.6%</u>
<i>Other Sources/(Uses)</i>						
Transfers fr. Other Funds	1,139,202	1,000,000	87.8%	-	-	N/A
Transfers to Other Funds	(1,000,000)	(1,000,000)	100.0%	-	-	N/A
	<u>139,202</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	
Change in Fund Balance	13,641,079	11,467,499		3,468,147	2,793,453	
Beginning Balance	<u>52,572,102</u>	<u>52,572,102</u>		<u>66,213,181</u>	<u>66,213,181</u>	
Ending Balance	<u>66,213,181</u>	<u>64,039,601</u>		<u>69,681,328</u>	<u>69,006,634</u>	

1. State aid budget was significantly reduced for fiscal 2011 due to uncertainty of the state actually paying Districts. The majority of the actual collections relates to the prior year grants and claims that the state was late in paying to Districts.

2. District started the EAC program this school year and has reduced special education off campus placements and thus lowered the amount it pays for tuition.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
February 2011

Bookstore Fund

	Audited 2009-2010	Fiscal to Date February 28 2010	%	Original Budget 2010-2011	Fiscal to Date February 28 2011	%
<i>Receipts</i>						
Other Local Sources	812,920	655,561	80.6%	850,003	734,799	86.4%
	812,920	655,561	80.6%	850,003	734,799	86.4%
<i>Expenditures</i>						
Support Srvs. - Other	809,034	730,953	90.3%	850,003	779,715	91.7%
	809,034	730,953	90.3%	850,003	779,715	91.7%
Change in Fund Balance	3,886	(75,392)		-	(44,916)	
Beginning Balance	695,840	695,840		699,726	699,726	
Ending Balance	699,726	620,448		699,726	654,810	

Cafeteria Fund

	Audited 2009-2010	Fiscal to Date February 28 2010	%	Original Budget 2010-2011	Fiscal to Date February 28 2011	%
<i>Receipts</i>						
Other Local Sources	2,030,684	1,249,367	61.5%	2,021,070	1,196,001	59.2%
State Sources	7,644	7,408	96.9%	13,987	6,141	43.9%
Federal Sources	193,456	100,377	51.9%	185,828	119,446	64.3%
	2,231,784	1,357,152	60.8%	2,220,885	1,321,588	59.5%
<i>Expenditures</i>						
Support Srvs. - Admin.	2,168,698	1,243,259	57.3%	2,219,788	1,267,895	57.1%
	2,168,698	1,243,259	57.3%	2,219,788	1,267,895	57.1%
Change in Fund Balance	63,086	113,893		1,097	53,693	
Beginning Balance	274,282	274,282		337,368	337,368	
Ending Balance	337,368	388,175		338,465	391,061	

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
February 2011

Operations and Maintenance Fund

	Audited 2009-2010	Fiscal to Date February 28 2010	%	Original Budget 2010-2011	Fiscal to Date February 28 2011	%
<i>Receipts</i>						
Property Taxes	6,136,075	3,546,454	57.8%	5,990,710	2,879,692	48.1%
Other Local Sources	2,297,496	1,834,231	79.8%	962,216	1,009,171	104.9%
	8,433,571	5,380,685	63.8%	6,952,926	3,888,863	55.9%
<i>Expenditures</i>						
Support Svcs. - Admin.	8,823,475	4,245,251	48.1%	5,368,583	3,010,924	56.1%
	8,823,475	4,245,251	48.1%	5,368,583	3,010,924	56.1%
<i>Other Sources/(Uses)</i>						
Transfers	1,035,354	1,000,000	96.6%	26,210	-	0.0%
Transfers	-	-	N/A	(1,610,000)	(1,610,000)	100.0% 2
	1,035,354	1,000,000	96.6%	(1,583,790)	(1,610,000)	101.7%
Change in Fund Balance	645,450	2,135,434		553	(732,061)	
Beginning Balance	9,044,358	9,044,358		9,689,808	9,689,808	
Ending Balance	9,689,808	11,179,792		9,690,361	8,957,747	

1. Prior year numbers include the Restricted Building fund. This fund was closed in the current year and the District is now using the Capital Projects fund.

2. Transfer to Capital Projects fund per the budget.

Life Safety Fund

	Audited 2009-2010	Fiscal to Date February 28 2010	%	Original Budget 2010-2011	Fiscal to Date February 28 2011	%
<i>Receipts</i>						
Property Taxes	1,883,021	885,667	47.0%	2,090,611	1,102,862	52.8% 1
Other Local Sources	3,697	513	13.9%	301,670	72	0.0%
	1,886,718	886,180	47.0%	2,392,281	1,102,934	46.1%
<i>Expenditures</i>						
Support Svcs. - Business	1,474,581	904,409	61.3%	1,701,822	1,641,980	96.5%
	1,474,581	904,409	61.3%	1,701,822	1,641,980	96.5%
<i>Other Sources/(Uses)</i>						
Transfers	(618,263)	(618,263)	100.0%	(614,263)	-	0.0%
	(618,263)	(618,263)		(614,263)	-	
Change in Fund Balance	(206,126)	(636,492)		76,196	(539,046)	
Beginning Balance	355,137	355,137		149,011	149,011	
Ending Balance	149,011	(281,355)		225,207	(390,035)	

1. Life Safety levy was increased for the 2009 levy compared to the 2008 levy and therefore the increase in collections in the current year.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
February 2011

Bond and Interest Fund

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	3,052,500	1,867,265	61.2%	2,868,619	1,419,647	49.5%
Other Local Sources	35,354	25,863	73.2%	26,210	3,772	14.4%
	<u>3,087,854</u>	<u>1,893,128</u>	61.3%	<u>2,894,829</u>	<u>1,423,419</u>	49.2%
<i>Expenditures</i>						
Debt Service	4,787,112	4,434,381	92.6%	3,500,790	3,142,653	89.8%
	<u>4,787,112</u>	<u>4,434,381</u>	92.6%	<u>3,500,790</u>	<u>3,142,653</u>	89.8%
<i>Other Sources/(Uses)</i>						
Principal on Bonds Sold	10,810,000	10,810,000	100.0%	-	-	N/A
Premium on Bonds Sold	801,095	801,095	100.0%	-	-	N/A
Payment to Escrow	(11,468,408)	(11,468,408)	100.0%	-	-	N/A
Transfers	618,263	618,263	100.0%	614,263	-	0.0%
Transfers	(35,354)	-	0.0%	(26,210)	-	0.0%
	<u>725,596</u>	<u>760,950</u>	104.9%	<u>588,053</u>	<u>-</u>	0.0%
Change in Fund Balance	(973,662)	(1,780,303)		(17,908)	(1,719,234)	
Beginning Balance	2,468,889	2,468,889		1,495,227	1,495,227	
Ending Balance	<u>1,495,227</u>	<u>688,586</u>		<u>1,477,319</u>	<u>(224,007)</u>	

Transportation Fund

	<u>Audited</u> <u>2009-2010</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2010</u>	<u>%</u>	<u>Original</u> <u>Budget</u> <u>2010-2011</u>	<u>Fiscal to Date</u> <u>February 28</u> <u>2011</u>	<u>%</u>
<i>Receipts</i>						
Property Taxes	938,197	557,959	59.5%	842,131	421,125	50.0%
Other Local Sources	45,423	32,025	70.5%	22,016	8,613	39.1%
State Sources	850,067	593,289	69.8%	645,379	425,846	66.0%
	<u>1,833,687</u>	<u>1,183,273</u>	64.5%	<u>1,509,526</u>	<u>855,584</u>	56.7%
<i>Expenditures</i>						
Support Svcs. - Business	1,417,211	768,403	54.2%	1,375,537	673,803	49.0%
	<u>1,417,211</u>	<u>768,403</u>	54.2%	<u>1,375,537</u>	<u>673,803</u>	49.0%
<i>Other Sources/(Uses)</i>						
Other source	31,000	-	0.0%	-	-	N/A
	<u>31,000</u>	<u>-</u>		<u>-</u>	<u>-</u>	
Change in Fund Balance	447,476	414,870		133,989	181,781	
Beginning Balance	2,114,846	2,114,846		2,562,322	2,562,322	
Ending Balance	<u>2,562,322</u>	<u>2,529,716</u>		<u>2,696,311</u>	<u>2,744,103</u>	

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
February 2011

Illinois Municipal Retirement/Social Security Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2009-2010	February 28	%	Budget	February 28	%
		2010		2010-2011	2011	
<i>Receipts</i>						
Property Taxes	2,362,524	1,384,654	58.6%	2,314,608	1,087,811	47.0%
Other Local Sources	106,550	19,211	18.0%	79,730	6,460	8.1%
	<u>2,469,074</u>	<u>1,403,865</u>	56.9%	<u>2,394,338</u>	<u>1,094,271</u>	45.7%
<i>Expenditures</i>						
General Instruction	336,245	174,671	51.9%	414,745	205,715	49.6%
Special Education	190,309	93,970	49.4%	224,800	104,061	46.3%
Vocational Programs	26,406	15,722	59.5%	25,273	11,689	46.3%
Interscholastic Programs	109,477	61,639	56.3%	121,161	65,767	54.3%
Summer School	9,143	5,421	59.3%	9,844	5,538	56.3%
Drivers Education	5,560	2,917	52.5%	9,239	3,459	37.4%
Other Instructional	1,241	634	51.1%	1,232	630	51.1%
Support Svcs. - Pupil	336,130	176,968	52.6%	393,359	198,629	50.5%
Support Svcs. - Admin.	824,926	511,204	62.0%	898,271	531,511	59.2%
	<u>1,839,437</u>	<u>1,043,146</u>	56.7%	<u>2,097,924</u>	<u>1,126,999</u>	53.7%
Change in Fund Balance	629,637	360,719		296,414	(32,728)	
Beginning Balance	<u>1,323,641</u>	<u>1,323,641</u>		<u>1,953,278</u>	<u>1,953,278</u>	
Ending Balance	<u>1,953,278</u>	<u>1,684,360</u>		<u>2,249,692</u>	<u>1,920,550</u>	

Capital Projects Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2009-2010	February 28	%	Budget	February 28	%
		2010		2010-2011	2011	
<i>Receipts</i>						
Other Local Sources	-	-	N/A	300,000	613	0.2%
	<u>-</u>	<u>-</u>	N/A	<u>300,000</u>	<u>613</u>	0.2%
<i>Expenditures</i>						
Support Svcs. - Business	-	-	N/A	1,910,000	1,430,248	74.9%
	<u>-</u>	<u>-</u>	N/A	<u>1,910,000</u>	<u>1,430,248</u>	74.9%
<i>Other Sources/(Uses)</i>						
Transfers	-	-	N/A	1,610,000	1,610,000	100.0% 1
	<u>-</u>	<u>-</u>		<u>1,610,000</u>	<u>1,610,000</u>	
Change in Fund Balance	-	-		-	180,365	
Beginning Balance	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	
Ending Balance	<u>-</u>	<u>-</u>		<u>-</u>	<u>180,365</u>	

1. Transfer from O&M fund to establish the Capital Projects fund per the budget.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
February 2011

Working Cash Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2009-2010	February 28	%	Budget	February 28	%
	2010			2010-2011	2011	
<i>Receipts</i>						
Property Taxes	1,091,083	665,416	61.0%	1,045,305	556,089	53.2%
Other Local Sources	129,470	91,756	70.9%	69,485	25,527	36.7%
	<u>1,220,553</u>	<u>757,172</u>	<u>62.0%</u>	<u>1,114,790</u>	<u>581,616</u>	<u>52.2%</u>
<i>Expenditures</i>						
Transfers	-	-	N/A	-	-	N/A
	<u>-</u>	<u>-</u>	<u>N/A</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
<i>Other Sources/(Uses)</i>						
Principal on Bonds Sold	1,000,000	1,000,000	100.0%	-	-	N/A
Transfers	(1,000,000)	(1,000,000)	100.0%	-	-	N/A
	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	
Change in Fund Balance	1,220,553	757,172		1,114,790	581,616	
Beginning Balance	5,300,950	5,300,950		6,521,503	6,521,503	
Ending Balance	<u>6,521,503</u>	<u>6,058,122</u>		<u>7,636,293</u>	<u>7,103,119</u>	

Tort Immunity Fund

	Audited	Fiscal to Date		Original	Fiscal to Date	
	2009-2010	February 28	%	Budget	February 28	%
	2010			2010-2011	2011	
<i>Receipts</i>						
Property Taxes	1,263,583	760,625	60.2%	1,104,552	552,907	50.1%
Other Local Sources	38,162	24,726	64.8%	20,076	6,994	34.8%
	<u>1,301,745</u>	<u>785,351</u>	<u>60.3%</u>	<u>1,124,628</u>	<u>559,901</u>	<u>49.8%</u>
<i>Expenditures</i>						
Support Svcs. - Admin.	869,427	768,658	88.4%	1,121,112	754,192	67.3%
	<u>869,427</u>	<u>768,658</u>	<u>88.4%</u>	<u>1,121,112</u>	<u>754,192</u>	<u>67.3%</u>
Change in Fund Balance	432,318	16,693		3,516	(194,291)	
Beginning Balance	1,917,776	1,917,776		2,350,094	2,350,094	
Ending Balance	<u>2,350,094</u>	<u>1,934,469</u>		<u>2,353,610</u>	<u>2,155,803</u>	

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
Monthly Financial Statements
February 2011

Dental Self Insurance Fund

	Audited 2009-2010	Fiscal to Date February 28 2010	%	Original Budget 2010-2011	Fiscal to Date February 28 2011	%
<i>Receipts</i>						
Insurance Premiums	409,548	231,168	56.4%	452,853	235,138	51.9%
Other Local Sources	3,680	2,606	70.8%	2,000	591	29.6%
	<u>413,228</u>	<u>233,774</u>	56.6%	<u>454,853</u>	<u>235,729</u>	51.8%
<i>Expenditures</i>						
Staff Services	407,364	221,604	54.4%	452,853	241,477	53.3%
Change in Fund Balance	5,864	12,170		2,000	(5,748)	
Beginning Balance	143,399	143,399		149,263	149,263	
Ending Balance	<u>149,263</u>	<u>155,569</u>		<u>151,263</u>	<u>143,515</u>	

Medical Self Insurance Fund

	Audited 2009-2010	Fiscal to Date February 28 2010	%	Original Budget 2010-2011	Fiscal to Date February 28 2011	%
<i>Receipts</i>						
Insurance Premiums	4,732,751	3,015,643	63.7%	5,577,698	3,790,773	68.0%
Other Local Sources	52,274	36,774	70.3%	20,000	11,009	55.0%
	<u>4,785,025</u>	<u>3,052,417</u>	63.8%	<u>5,597,698</u>	<u>3,801,782</u>	67.9%
<i>Expenditures</i>						
Staff Services	4,541,907	2,066,023	45.5%	5,577,698	2,823,309	50.6%
Change in Fund Balance	243,118	986,394		20,000	978,473	
Beginning Balance	1,594,968	1,594,968		1,838,086	1,838,086	
Ending Balance	<u>1,838,086</u>	<u>2,581,362</u>		<u>1,858,086</u>	<u>2,816,559</u>	

Self-Insurance Workers' Comp Fund

	Audited 2009-2010	Fiscal to Date February 28 2010	%	Original Budget 2010-2011	Fiscal to Date February 28 2011	%
<i>Receipts</i>						
Insurance Premiums	-	-	N/A	-	-	N/A
Other Local Sources	-	-	N/A	-	-	N/A
Transfers	-	-	N/A	-	-	N/A
	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	
<i>Expenditures</i>						
Staff Services	-	-	N/A	-	-	N/A
Change in Fund Balance	-	-		-	-	
Beginning Balance	15,857	15,857		15,857	15,857	
Ending Balance	<u>15,857</u>	<u>15,857</u>		<u>15,857</u>	<u>15,857</u>	

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Cheryl Witham

DATE: March 24, 2011

RE: Treasurer's Reports

BACKGROUND

It is a requirement that the Board of Education accepts and approves the monthly Treasurer's Reports.

SUMMARY OF FINDINGS

Attached is the Treasurer Report for February, 2011.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To approve the February 2011 Treasurer's Report as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. C.

Oak Park & River Forest High School District 200
Treasurers Report
March 31, 2011

<u>Funds</u>	<u>Opening Cash Balance 03/01/11</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Adjustments to Cash (JE's)</u>	<u>Ending Cash Balance 03/31/11</u>	<u>% of Total</u>
10 Education	67,325,253.09	1,296,011.81	(2,765,948.66)	(443,740.07)	65,411,576.17	71.38%
14 Food Service	359,845.97	136,696.71	(238,635.07)	(21,137.42)	236,770.19	0.26%
15 Book Store	297,854.97	33,731.73	(26,354.12)	(2,386.29)	302,846.29	0.33%
Total - Education Fund	67,982,954.03	1,466,440.25	(3,030,937.85)	(467,263.78)	65,951,192.65	71.97%
20 Operations, Building & Maintenance	8,727,178.98	179,142.37	(309,998.57)	(52,536.28)	8,543,786.50	9.32%
30 Bond & Interest Fund	(241,269.91)	65,161.21	-	-	(176,108.70)	-0.19%
40 Transportation Fund	2,313,709.33	20,898.95	(27,999.70)	(60.00)	2,306,548.58	2.52%
50 IMRF & SS Fund	1,908,812.66	56,080.63	(157,912.24)	25.00	1,807,006.05	1.97%
60 Site & Construction	180,364.89	86.31	-	-	180,451.20	0.20%
70 Working Cash	7,095,978.78	31,912.28	-	-	7,127,891.06	7.78%
80 Tort Immunity	2,148,773.96	26,900.28	(39,957.06)	-	2,135,717.18	2.33%
81 Dental Self Insurance	168,647.07	80.71	(37,068.13)	40,123.71	171,783.36	0.19%
82 Medical Self Insurance	3,149,850.35	1,507.37	(429,680.41)	479,206.13	3,200,883.44	3.49%
83 Workers' Comp Self Insurance	15,857.04	-	-	-	15,857.04	0.02%
84 Harris - PMA	476,524.40	128,373.32	(26,319.04)	505.22	579,083.90	0.63%
84 Community Bank	185,195.95	56,977.43	(105,371.15)	-	136,802.23	0.15%
Total - Activity Funds	661,720.35	185,350.75	(131,690.19)	505.22	715,886.13	0.78%
90 Fire Prevention & Safety	(404,315.22)	58,816.29	-	-	(345,498.93)	-0.38%
Total - All Funds	\$ 93,708,262.31	\$ 2,092,377.40	\$ (4,165,244.15)	\$ 0.00	\$ 91,635,395.56	100.00%

Summary of adjustments to cash:

Reclassification of food service chargebacks.
Reclassification of bookstore chargebacks.
Reclassification of expenditures
PPO/Pharmacy reclassification.

Oak Park & River Forest High School District 200
Cash and Investments
March 31, 2011

	<u>Account Balance</u>	<u>Treasurer's Control</u>	<u>% of Total</u>
Harris Bank Comingled Account (treas ofc.)			
Statement CTTO	126,015.94		
Less: Outstanding Checks	-		
Plus: Deposits in Transit	-		
Adjusted	<u>126,015.94</u>	126,015.94	0.13%
Harris ISDLAF Account (Liquid & Max)			
Statement Balance	93,696,427.79		
Less: Outstanding Checks	(441,987.64)		
Plus: Deposits in Transit	79,691.12		
Adjusted	<u>93,334,131.27</u>		99.60%
Community Bank Student Activity Account			
Statement Balance	218,889.25		
Less: Outstanding Checks	(34,656.07)		
Plus: Deposits in Transit	962.77		
Adjusted	<u>185,195.95</u>		0.20%
Community Bank Imprest Account			
Statement Balance	15,804.15		
Less: Outstanding Checks	(285.00)		
Plus: Deposits in Transit	-		
Adjusted	<u>15,519.15</u>		0.02%
Petty Cash	<u>7,400.00</u>		0.01%
Workers Compensation Escrow	<u>40,000.00</u>		0.04%
Total Cash and Investments	\$ 93,708,262.31	\$ 126,015.94	100.00%

Note: Petty cash number includes \$2,000 that is in the Athletic Imprest account maintained by the Athletic Department.

Oak Park & River Forest High School District 200
Schedule of Investments
March 31, 2011

	Average Interest Rate *	Investment Value 03/31/11	% of Total	Prior Month % of Total
By Financial Institution				
Harris ISDLAF - Liquid MM	0.00%	-	0.00%	1.41%
Harris ISDLAF - Max MM	0.00%	-	0.00%	0.63%
Harris ISDLAF - SDA	0.00%	-	0.00%	2.88%
Harris ISDLAF - CD's	0.00%	93,696,427.79	99.87%	67.83%
Harris ISDLAF - Gov't Securities	0.00%	-	0.00%	2.70%
Harris ISDLAF - Term Series	0.00%	-	0.00%	24.41%
Harris - CTTO MM	*	126,015.94	0.13%	0.13%
Total All Investments by Institution		93,822,443.73	100.00%	100.00%

	Average Interest Rate *	Investment Value 03/31/11	% of Total	Prior Month % of Total
By Investment Type				
CD's	0.00%	93,696,427.79	99.87%	67.83%
Government Securities	0.00%	-	0.00%	2.70%
Term Series	0.00%	-	0.00%	24.41%
Money Market	0.00%	126,015.94	0.13%	5.06%
Total All Investments by Type		93,822,443.73	100.00%	100.00%

	Average Interest Rate *	Investment Value 03/31/11	% of Total	Prior Month % of Total
By Maturity Age				
1 month	0.00%	-	0.00%	4.69%
2 months	0.00%	-	0.00%	3.94%
3 months	0.00%	-	0.00%	5.32%
4-6 months	0.00%	-	0.00%	40.34%
7-9 months	0.00%	-	0.00%	22.03%
10-12 months	0.00%	-	0.00%	2.49%
1 year +	0.00%	-	0.00%	16.12%
2 years +	0.00%	-	0.00%	0.00%
Mature on demand	0.00%	126,015.94	100.00%	5.06%
Total Investments		126,015.94	100.00%	100.00%

* The rate of interest is not known for funds invested with the Trustee of the former CTTO.

Comparative Interest Rate Information (as of March 7)

Fixed Income Type of Security	60 Days	90 Days	120 Days	180 Days	270 Days	1 Year	18 Months	2 Year
CD's	0.00% - 0.10%	0.00% - 0.15%	0.00% - 0.15%	0.10% - 0.20%	0.17% - 0.30%	0.35% - 0.55%	0.30% - 0.75%	0.46% - 0.95%
Government Agency	N/A	N/A	N/A	0.02%	0.02%	0.14%	0.36%	0.61%
Government Treasury	N/A	N/A	N/A	N/A	0.05%	0.13%	0.29%	0.53%
Liquid Asset Funds	7 Day Effective							
Liquid Class	0.02%							
Max Class	0.10%							

Oak Park and River Forest High School
District 200

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Cheryl L. Witham, Chief Financial Officer and Treasurer

DATE: March 24, 2011

RE: Executive Bid Summary for 2011-2012 Athletic Uniforms

BACKGROUND

On February 24, 2011, bids were solicited for athletic uniforms. Team uniforms are on a revolving 4-year replacement schedule that will allow for OPRFHS athletes to have high quality competition wear while amortizing the expense of new uniforms over a reasonable period of time.

Responses to the solicitation were received from three vendors: Advantage Team, Boathouse Sports, and Salkeld Sports. Riddell sent back a response of "No bid."

Boathouse and Advantage were the only vendors to respond to the Cheerleading Warm-up solicitation. The Advantage product was only available in white, not the requested navy color scheme. The Boathouse offering was over twice the cost of the Advantage product. As a result, the bids for this product were eliminated from consideration. The Athletics Director and Purchasing Coordinator will solicit three quotes for a comparable product, which will be purchased through the District Purchasing procedure and via CFO-approved purchase order.

SUMMARY OF FINDINGS

- Award the Girls Field Hockey, Boys Lacrosse and Boys Volleyball products to Salkeld; as the lowest responsible bidder, Advantage, did not provide a product that meets the bid specifications.
- Award the Girls Golf, Boys Basketball and Girls Gymnastic products to Salkeld, the lowest responsible bidder.
- Award the Boys Golf, Boys Tennis and Girls Softball products to Advantage Team Sales, the lowest responsible bidder.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To award the Girls Field Hockey, Girls Golf, Girls Gymnastics, Boys Lacrosse, Boys Volleyball and Boys Basketball products to Salkeld and to award the Boys Golf, Boys Tennis and Girls Softball products to Advantage Team Sales.

ROLL CALL VOTE

AGENDA ITEM VIII. D.

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education
FROM: Cheryl L. Witham
DATE: March 24, 2011
RE: Authorization to Commence 2011 Audit

BACKGROUND

At this time each year the Board of Education authorizes the Chief Financial Officer to commence the annual audit. Crowe-Horwath will provide the district's audit services for fiscal year ending June 30, 2011. This is the third year of a three year contract.

SUMMARY OF FINDINGS

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To authorize the Chief Financial Officer to commence with the annual audit for fiscal year ending June 30, 2011.

ROLL CALL VOTE

AGENDA ITEM VIII. E.

OAK PARK AND RIVER FOREST HIGH SCHOOL

201 NORTH SCOVILLE AVENUE • OAK PARK, IL 60302-2296

DATE: March 24, 2011
TO: Superintendent
FROM: Principal
SUBJECT: Renewal of IHSA Membership

BACKGROUND:

For the 2012-12 school term, the Illinois High School Association (IHSA) membership will not require payment of membership dues or state series entry fees, per action of the IHSA Board of Directors.

The IHSA requires the OPRFHS Board of Education to certify that the District will adopt and abide by IHSA's Constitution, By-Laws, Terms and Conditions, and its Administrative Procedures, Guidelines and Policies for the period July 1, 2011 through June 30, 2012.

RECOMMENDATION:

Motion: To renew membership in the Illinois High School Association (IHSA) and to abide by IHSA's Constitution, By-Laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the Association for the period July 1, 2011, through June 30, 2012.

Voice Vote

Agenda Item No. VIII. F.



The IHSA governs the equitable participation in interscholastic athletics and activities that enrich the educational experience.

March 14, 2011

To the Principal/IHSA Official Representative Addressed:

It's time again for your school to renew its membership in the Illinois High School Association. **For the 2011-12-school term, IHSA membership will not require payment of membership dues or state series entry fees per action of the IHSA Board of Directors.**

Your school may renew membership in the Illinois High School Association by confirming that your school continues to be Recognized by the Illinois State Board of Education and by certifying that your Board of Education/governing board has voted to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines, and Policies of the Association for the 2011-12 school term.

Your 2011-12-membership renewal is due by June 15, 2011. Please do not delay. Obtain your Board of Education's action on the membership resolution and return it **so it reaches our office no later than June 15**. Fax the signed renewal resolution to: (309) 663-7479.

Sincerely,

Martin Hickman, ED.D.
Executive Director

**THIS FORM MUST BE SIGNED BELOW, ON THE APPROPRIATE LINE, BY THE PRINCIPAL
OR OFFICIAL REPRESENTATIVE AND THE BOARD PRESIDENT OR SECRETARY.
DO NOT DETACH**

TO: IHSA Executive Director

We certify that _____ High School is recognized by the Illinois State Board of Education. It is understood that failure to be recognized by the Illinois State Board of Education will disqualify our school for membership in the IHSA and that if this were to occur it is our responsibility to immediately notify the Association of this change in status.

We further certify our Board of Education/Governing Board, at its meeting held on _____, 2011, voted to renew membership in the Illinois High School Association, and to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the Illinois High School Association for the year of July 1, 2011, through June 30, 2012.

Signature of Principal/IHSA Official Representative

Signature of President or Secretary of Board

Please Type or Print Name and Phone Number

Please Type or Print Name and Phone Number

_____ High School _____, Illinois

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Lauren Smith

DATE: March 24, 2011

Cc: Dr. Steven Isoye, Superintendent; Cheryl Witham, CFO

RE: Additional Legal Services for Human Resources

BACKGROUND

Legal support for the Human Resources department is in high need as we continue to do a compliance review, address labor issues, and move forward with contract negotiations for four bargaining units.

SUMMARY OF FINDINGS

The District has used one main legal firm for all of their support needs. There are occasions when we would like to reach out to another legal firm for human resources support. This firm would provide supplemental support for the department based upon items such as turn-around time needs, second options, and cost containment. Hourly cost range from \$138.00 per hour to \$199.00 per hour compared to the current cost of \$280.00 per hour. While this may reflect a reduction in expenses, it does not translate to a reduction in services.

A firm biography is attached for your review. Currently, approximately 20% of the legal staff is made up of women and minorities. Senior partner, Dennis Triggs, was instrumental in creating the local bar association diversity committee approximately eight years ago. Dennis has served on this committee since its inception. This committee is maintained to increase the diversity of our local bar. The firm represents many school clients that have significant minority populations and are very familiar with the corresponding legal and other issues that arise from time to time. Specifically, I have worked with them on claims of discrimination, contract violations, policies implementation, and other labor issues.

Next Step

It is recommended that the Board of Education approve the use of the legal firm Miller, Hall & Triggs, LLC to provide supplemental legal services for the Human Resources department.

Oak Park and River Forest High School District 200

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Lauren Smith

DATE: March 24, 2011

Cc: Dr. Steven Isoye, Superintendent; Cheryl Witham, CFO

RE: Substitute Teacher Daily Rate

BACKGROUND

A review of the NWPA District's substitute pay rate has been completed. The review was performed due to the continued growth within the substitute teacher budget. Currently, the District's budget for substitute teachers is \$380,595, paying substitutes \$117.50 up per day. Each area has been tasked with reviewing cost and making recommendations for long-term cost containment.

SUMMARY OF FINDINGS

An analysis of substitute rates in area school districts would allow the proposed rates to remain competitive. The District could reduce the daily substitute teaching rate and continue to be competitive. The median NWPA substitute daily rate is \$95.00 and the average daily rate is \$94.74.

NWPA SUBSTITUTE TEACHER DAILY RATE

ETHS District 202	\$110.00	Stevenson	\$94.00
Niles	\$110.00	Barrington	\$90.00
District 214	\$105.00	Lyons D204	\$90.00
Township 211	\$103.00	Lake Park	\$90.00
Township High School D113	\$102.00	DuPage/District 88	\$90.00
Proviso	\$100.00	LFHS D115	\$90.00
New Trier	\$95.00	Glenbrook	\$90.00
Leyden	\$95.00	Glenbard/District 87	\$80.00
Maine Township	\$95.00	Community 99	\$76.00
Hinsdale	\$95.00		

Next Step

It is recommended that the daily rate for certified substitutes, as reflected below be approved for the 2011-2012 school year. Based on approval of the recommended increase the pay schedule for substitutes is provided below. This change will save the District an estimated \$85,000 in the next school year.

CERTIFIED SUBSTITUTES (Teachers)

\$100.00 per day

\$176.50 per day, after 20 consecutive days in the same assignment – no retro pay

MILLER,

HALL &

TRIGGS, LLC

Attorneys at Law

Suite 1125
Commerce Bank Bldg.
416 Main Street
Peoria, IL 61602-1161

Telephone:
(309) 671-9600

Fax No.:
(309) 671-9616

e-mail:
mhtlaw@mhtlaw.com

Miller, Hall & Triggs, LLC is a twenty-one attorney law firm concentrating in representing public sector clients throughout central Illinois. No other law firm in central Illinois has made a greater commitment to public law or has the depth of experience in representing public clients.

Miller, Hall & Triggs, LLC was founded in 1989 and is committed to providing the highest quality and cost effective legal services for its public law clients. Attorneys in the firm are regularly called upon by local governmental bodies to provide legal services in areas such as development, financing, labor, zoning, compliance with state and federal laws and regulations, and litigation unique to municipalities. Because of the firm's concentration in public law, there are many inquiries that it can respond to in much less time, and therefore in a more cost effective manner, than firms that do not have the same breadth of experience in representing public bodies.

Miller, Hall & Triggs, LLC has worked very hard to foster a reputation for finding innovative solutions to problems facing municipalities and for financing various kinds of projects undertaken by public bodies. Members of the firm frequently assist local counsel for municipalities with specific projects requiring special expertise and experience.

REPRESENTATIVE PUBLIC LAW CLIENTS

MILLER, HALL & TRIGGS, LLC serves as general and special corporation counsel for a number of municipalities, park districts and schools, including the following:

Municipalities:

- City of East Peoria
- Village of Metamora
- City of Marquette Heights
- Village of Saybrook
- Village of Cooksville
- Village of Roanoke
- Village of Minonk
- City of Eureka
- City of Pekin
- Village of Arrowsmith
- City of Pekin
- Village of Morton
- City of Toulon
- City of Lexington
- City of Aledo
- City of Princeton
- City of Rock Falls
- City of Chenoa
- Village of Germantown Hills
- City of Washington
- City of Peoria Fire & Police Commission
- City of Urbana Police Pension Fund

Park Districts:

- Fon du Lac Park District
- Washington Park District
- Metamora Park District
- Octavia Park District

Schools:

- Bourbonnais School District No. 53
- Consolidated School District No. 158
- Dunlap Community Unit School District 323
- East Peoria Community High School District No. 309
- Elmwood Community Unit School District No. 322
- Illinois Valley Central School District No. 321
- Farmington Central Community Unit School District No. 265
- McLean County Unit School District No. 5
- Metamora Township High School District No. 122
- Morton Community Unit School District No. 709
- Pekin Community High School District No. 303
- Tazewell-Mason Counties Special Education Association
- Washington Community High School District
- Bradley University
- Approximately 60 other school districts

Counties:

- County of Peoria
- County of Tazewell

Other Governmental Bodies

- Heart of Illinois Regional Port District
- Numerous Fire Protection Districts
- Illinois Central College
- Menard County Housing Authority
- Champaign County Housing Authority
- Illinois Finance Authority

SIGNIFICANT ACCOMPLISHMENTS

- Encouraged economic development throughout represented municipalities through creation and modification of TIF Districts, enterprise zones, and creative use of sales tax.
- Increased tax revenues by analyzing and, where appropriate, challenging requests by private entities for reduction in tax assessment and fostering cost sharing of fees and expenses among benefiting local governmental entities.
- \$36 million bond issue through IDFA for the benefit of Bradley University.
- \$80 million bond issue through IFA for the benefit of Bradley University.
- \$5.5 million 501(c)(3) bond issue of the City of East Peoria for the benefit of EastSide Centre, Inc.
- \$10.3 million bond issue through the Illinois Development Finance Authority for the benefit of Illinois Valley Public Telecommunications Corporation (WTVF).
- Preparation of license agreement for disposal of treated wastewater effluent for purposes of irrigating farm fields.
- Fostered development agreements for the John Bearce Auto Mall, Par-A-Dice Hotel and Casino, Town Centre I and Town Centre II Shopping Centers, and Riverside Shopping Center.
- \$26 million refunding bond issue for the City of East Peoria refunding, at substantially lower interest rate, a majority of the City's outstanding debt.
- Assisted the City of East Peoria in the development, construction and financing of Eastport Marina.
- Organized EastSide Centre, Inc., an Illinois Not For Profit Corporation, consisting of the City of East Peoria, the Fon du Lac Park District, East Peoria Community High School and East Peoria Grade School, and financed, through various means, the construction of a \$14 million community recreation center including a football stadium, aquatic facility, indoor recreation center, ten lighted baseball and softball fields, lighted soccer fields and a two acre fishing and paddle boat lagoon.
- Successfully defended County of Tazewell and its dispatch center in disability and FMLA claim in the case of Modenhauer v. Tazewell-Pekin Consolidated Communication Center.
- Assisted the City of Henry, Illinois in constructing a municipal sewer system, including obtaining all requisite easements and financing through grants and the issuance of \$8.5 million in bonds at below-market interest rates.
- \$60 million Gateway Landing, site of an Embassy Suites full-service hotel and a publicly owned Riverfront Conference Center and other amenities.
- Complex Annexation Agreement for the Village of Metamora involving construction of a new first class 18-hole golf course and attendant residential community.

- \$16 million bond issue through the Illinois Finance Authority for the benefit of Illinois Central College Educational Foundation to construct an on-campus student residence facility.
- \$12 million Low Income Housing Tax Credit transaction for the benefit of Menard County Housing Authority, Menard County, Illinois financed through a mixture of grants, loans and tax credits.
- \$14 million Low Income Housing Tax Credit transaction for the benefit of Champaign County Housing Authority, Champaign County, Illinois financed through a mixture of grants, loans and tax credits.
- \$4.5 million Hospital Revenue Bond for the benefit of Perry Memorial Hospital, Princeton, Illinois.
- \$2 million Library Bonds for the benefit of the Princeton Public Library District, Princeton, Illinois.
- Formed and organized the Heart of Illinois Regional Port District, an Illinois municipal corporation, Peoria, Tazewell, Woodford, Marshall, Fulton and Mason counties.
- \$7.1 million bond issue through the Illinois Finance Authority for the benefit of Sauk Valley Community College Foundation to construct an on-campus student residence facility.
- Drafted an annexation agreement for the benefit of the City of Henry, Illinois, regarding the annexation of property and the creation of a river port.
- Assisted the Washington Park District and the Washington Community High School District 308 in connection with an intergovernmental agreement with the Washington Area Community Center, Inc, an Illinois not-for-profit corporation, for the construction, operation, maintenance and funding of a community complex.
- \$4.9 million 501(c)(3) bond issue for West Central Illinois Educational Telecommunications Corporation for purpose of digital technology conversion and equipment upgrade for WSEC, WQEC, and WMEC television stations in Springfield, Quincy and Macomb, Illinois.
- Arranged \$60 million of mixed public/private financing for Embassy Suites and Riverfront Conference Center for the City of East Peoria.
- Creation of numerous Tax Increment Financing Districts throughout Central Illinois.
- Designed and developed approach to intergovernmental sharing of sales tax which benefited local school districts.
- FBO Revenue Bonds for the Heart of Illinois Regional Port District totaling \$6,200,000.
- Successfully represented the City of East Peoria in police officer disciplinary proceedings on administrative review in Craig vs. City of East Peoria Fire and Police Commission.
- \$23 million Alternate Revenue Bond issue for the City of East Peoria.

ATTORNEYS

Robert C. Hall

*Born Peoria, Illinois, May 21, 1948. Bradley University (B.S., Magna Cum Laude, 1970). University of Illinois (J.D., With Honors, 1973), Order of the Coif. Admitted to practice in Illinois and Florida; U.S. District Court for the Central District of Illinois; U.S. Tax Court. Member: Florida, Peoria County, Illinois State and American Bar Associations. **Real estate; estate planning, probate and trusts; corporations; business sales and acquisitions.***

Dennis R. Triggs

*Born Peoria, Illinois, December 9, 1944. United States Air Force Academy (B.S., 1967). Georgetown University (J.D., 1970). George Washington University (LL.M., 1972). Admitted to practice in Illinois and the District of Columbia; U.S. District Court for the District of Columbia, U.S. District Court for the Central District of Illinois, U.S. Court of Appeals (Seventh Circuit and the District of Columbia), U.S. Supreme Court. Member: Peoria County, Illinois State and American Bar Associations, Illinois and National Council of School Attorneys. **Municipal law and school law, including collective bargaining for municipalities and schools; municipal and school finance; civil rights, and other litigation affecting municipalities and schools.***

William R. Kohlase

*Born Chicago, Illinois, May 27, 1950. University of Wisconsin (B.A., 1972). National Law Center, George Washington University (J.D., With Honors, 1975), Order of the Coif. Admitted to practice in Illinois; U.S. District Court for the Central District of Illinois, U.S. Court of Appeals (Seventh Circuit). Member: Peoria County, Illinois State and American Bar Associations. **Business and commercial law and related litigation.***

Patrick A. Murphey

*Born Princeton, Illinois, September 21, 1950. Doane College (B.A., 1972). Valparaiso University School of Law (J.D., With High Honors, 1977). Admitted to practice in Illinois; U.S. District Court for the Central District of Illinois, U.S. Court of Appeals (Seventh Circuit). Member: Peoria County, Illinois State and American Bar Associations; Phi Alpha Delta. **Labor law and labor relations on behalf of management clients exclusively in the public and private sectors, including collective bargaining negotiations, arbitrations, employment discrimination; employment related litigation; municipal law and school law.***

Michael J. Tibbs

*Born Pekin, Illinois, April 25, 1949. University of Illinois (B.S., 1971). St. Louis University (J.D., 1975). Admitted to practice in Illinois; U.S. District Court for the Central District of Illinois. Member: Peoria County, Illinois State and American Bar Associations. **Municipal law and finance; school law and finance; real estate.***

Richard M. Joseph

Born Peoria, Illinois, August 22, 1960. University of Notre Dame (B.B.A., 1982). Marquette University (J.D., Cum Laude, 1985). Admitted to practice in Illinois and Wisconsin; U.S. District Court for the Central District of Illinois; U.S. District Court for the Eastern District of Wisconsin; U.S. Tax Court. Member: Peoria County, Illinois State, Wisconsin State and American Bar Associations. Municipal law and finance; park district law and finance; real estate; business and commercial law; banking; representation of and financing for not-for-profit organizations; and estate planning, probate and trusts.

Nathan R. Miller

Born Peoria, Illinois, February 10, 1957. University of Illinois (B.A., 1979). University of Illinois (J.D., 1982). Admitted to practice in Illinois; U.S. District Court for the Central District of Illinois and U.S. Circuit Court of Appeals (Seventh Circuit). Member: Peoria County, Illinois State and American Bar Associations. Estate planning, probate and trusts; real estate; business.

Jay E. Greening

Born Beaufort, South Carolina, September 13, 1968. Bradley University (B.S., 1991). Northern Illinois University (J.D., Magna Cum Laude, 1995). Admitted to practice in Illinois. Member: Peoria County and Illinois State Bar Associations. School and local government, labor and employment.

Scott A. Brunton

Born Seattle, Washington, July 26, 1963. Purdue University (B.S.M.E., 1985). University of Illinois (J.D., Magna Cum Laude, 1992). Admitted to practice in Illinois; U.S. District Court for the Central District of Illinois and for the Northern District of Illinois, U.S. Court of Appeals (Seventh Circuit), U.S. Supreme Court. Former Woodford County State's Attorney. Member: Peoria County, Woodford County, Illinois State and American Bar Associations, Illinois and National Council of School Attorneys. Municipal law, school law; litigation affecting municipalities and schools; public labor and employment law; real estate; estate planning.

Jeffrey E. Krumpe

Born Peoria, Illinois, November 4, 1968. Wabash College (B.A., Magna Cum Laude, 1991). University of London (M.A., 1992). University of Illinois (J.D., magna cum laude, 1995). Admitted to practice in Illinois; U.S. District Court for the Central District of Illinois, U.S. District Court for the Northern District of Illinois (General and Trial Bars). Member: Phi Beta Kappa, Peoria County and Illinois State Bar Associations. Civil litigation, commercial litigation, municipal law, appellate practice.

Michael A. Keeton

Born Peoria, Illinois June 16, 1960. Bradley University (B.S. Cum Laude 1987). University of Illinois (J.D. 1990), Member of University of Illinois Law Review, Harbo Fellow. Admitted to practice in Illinois; U.S. District Court for the Central District of Illinois. Member: Peoria County and Illinois State Bar Association. Estate planning, probate and trusts, real estate, business law, and banking.

Mark D. Walton

Born Pekin, Illinois, April 19, 1967. Illinois State University, (B.S.P.S. 1989). Northern Illinois University College of Law (J.D. magna cum laude, 1995). Admitted to practice in Illinois; U.S. District Court for the Central District of Illinois; U.S. Court of Appeals for the Seventh Circuit. **Commercial real estate transactions, business and commercial law and lending institutions.**

M. Curt Richardson

Born Champaign, Illinois, October 16, 1977. Eastern Illinois University (B.A., December, 1998). Southern Illinois University School of Law (J.D., May, 2002). Admitted to practice in Illinois, U.S. District Court for the Central District of Illinois. Member: Peoria County, Illinois State and American Bar Associations, Illinois Council of School Attorneys, Phi Alpha Delta. **Municipal law; school law; forcible entry and detainer; business and commercial law; litigation.**

Christopher D. Oswald

Born Macomb, Illinois; April 16, 1977; University of Illinois, B.S. with honors, May 1999; Northern Illinois University College of Law, J.D., cum laude, May 2002; Admitted to practice in Illinois November 7, 2002; U.S. District Court for the Central District of Illinois, May 7, 2003; Member Illinois State Bar Association and American Bar Association; **Real Estate, Business and Commercial Law.**

Robert B. McCoy

Born November 24, 1964, Evanston, Illinois. Earlham College (B.S. 1987) Harvard Divinity School (Masters 1990). University of Illinois (J.D. magna cum laude 1994). Admitted to practice in Illinois; U.S. District Court for the Central District of Illinois. Peoria County Bar Association; Illinois Bar Associations, the Illinois Council of School Attorneys and the Order of the Coif. **Local government and public finance; litigation; schools and education.**

Darin M. LaHood

Born Peoria, Illinois, July 5, 1968. Loras College, Dubuque, Iowa (B.A. 1990), John Marshall Law School, Chicago, Illinois (J.D., 1997). Assistant U.S. Attorney with U.S. Department of Justice in Las Vegas, Nevada, 2001-2006. Assistant States Attorney for Tazewell County, Illinois, 1999-2001 and for Cook County, Illinois, 1997-1999. Admitted to practice: State of Illinois, 1997 to present. United States District Court of Nevada, 2001 to present. United States Ninth Circuit Court of Appeals, 2003 to present. United States District Court, Central District of Illinois, 2006 to present. Member: Peoria County, and Illinois State Bar Association. **Civil litigation, including litigation affecting municipalities and schools; land use and zoning; municipal law.**

Kenneth C. Baker

Born Peoria, Illinois, August 31, 1978. Northern Illinois University (B.A. 2000). Thomas M. Cooley Law School (J.D., Cum Laude, 2007). Admitted to practice in Illinois and U.S. District Court, Central Illinois. Member: Peoria County Bar Association; Illinois State Bar Association; American Bar Association. **Municipal law; school law; employment law; commercial law; business law; estate planning; estate administration; and litigation.**

Joshua D. Herman

*Born York Pennsylvania, June 25, 1980. Bradley University (B.S. 2003). University of Illinois College of Law (J.D., Summa Cum Laude, 2008). Admitted to Practice in Illinois. Member: Peoria County Bar Association; Illinois State Bar Association; Order of the Coif. **Municipal law; school law; employment law; commercial law and related litigation.***

Jennifer Klein VandeWiele

*Born DeKalb, Illinois, June 6, 1971. University of Illinois at Urbana-Champaign (B.A. 1993). University of Illinois College of Law (J.D. 1996, cum laude, Editor-in-Chief for the Elder Law Journal). Admitted to practice in Illinois and U.S. District Courts for the Northern and Central Districts of Illinois. Member: Peoria County and Illinois State Bar Associations; **School law; local government law; and real estate.***

Katherine L. Swise

*Born Harrisville, Michigan, August 4, 1979. Knox College (B.A., Cum Laude, 2001). University of Illinois College of Law (J.D., Summa Cum Laude, 2010). Admitted to practice in Illinois. Member: Peoria County and Illinois State Bar Associations; Order of the Coif. **Municipal law and school law.***

Charles H. Young (Of Counsel)

*Born Galesburg, Illinois, May 8, 1948. Augustana College (A.B., cum laude, 1970). University of Illinois (J.D., with honors, 1973). Admitted to practice in Illinois. Member: Peoria County, Illinois State, and American Bar Association. **Business law, including mergers and acquisitions, securities, selection of entity, commercial matters, and income tax; not-for-profit organizations; and estate planning, probate and trusts.***

***ATTORNEYS CONCENTRATING IN LOCAL GOVERNMENT
AND PUBLIC FINANCE***

- Dennis R. Triggs
- Patrick A. Murphey
- Michael J. Tibbs
- Richard M. Joseph
- Jay E. Greening
- Scott A. Brunton
- Jeffrey E. Krumpe
- Mark D. Walton
- Robert B. McCoy
- Darin M. LaHood
- M. Curt Richardson
- Christopher D. Oswald
- Kenneth C. Baker
- Joshua D. Herman
- Jennifer Klein VandeWiele
- Katherine L. Swise

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Cheryl L. Witham, Chief Financial Officer and Treasurer

DATE: March 24, 2011

RE: Proposal to initiate E-commerce by the Bookstore

BACKGROUND

In order to help reduce the cost to families of the proposed Instructional Materials Fee, additional sources of revenue were researched.

SUMMARY OF FINDINGS

The OPRF Bookstore, as a member of NACS (National Association of College Stores) and customer of NACSCORP, has been offered the opportunity to gain additional revenue by providing books, music, and movies through a linked website run by *Majors Educational Services*, known as *My Books and More*, and OPRF logo merchandise through *Skor*. By adding this e-commerce solution to the Bookstore's operation, it is our goal to use the additional revenue to help offset costs, and thus help contain the Instructional Materials Fee. First year revenue is estimated at \$5000.00.

Currently, 150 member stores have live sites with *My Books and More*, and or *Skor*.

RECOMMENDATIONS

MOTION: To authorize the Chief Financial Officer to commence with the e-commerce.

ROLL CALL VOTE

AGENDA ITEM VIII. I.

TEL: (708) 383-0700
FAX: (708) 434-3910

WEB: www.oprfhs.org

TTY/TDD: (708) 524-5500

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Cheryl L. Witham, Chief Financial Officer and Treasurer

DATE: March 24, 2011

RE: Instructional Materials Fee

BACKGROUND

The administration presented a report to the Board of Education at the February and March Finance Committee Meetings, which recommended the implementation of an Instructional Materials Fee. Several concerns were raised regarding the legality of the system and the cost of the system. Subsequently, the administration sought legal advice regarding the legal implications and also considered additional ways in which to reduce the price for families.

SUMMARY OF FINDINGS

The administration is now assured that the proposal is within the law. Additionally, the administration has researched additional sources of revenue which will slightly reduce the cost per student.

The administration has slightly altered the recommendation and the new wording is bolded in the attached document.

RECOMMENDATIONS

MOTION: To approve the Instructional Materials Fee of \$320 per student beginning with the 2012 school year. /

ROLL CALL VOTE

AGENDA ITEM VIII. J.

TEL: (708) 383-0700
FAX: (708) 434-3910

WEB: www.oprfhs.org

TTY/TDD: (708) 524-5500

Report on Bookstore Support and Distribution of Instructional Materials March 2011 Update

Committee Origin and Goal

Historically the State of Illinois has provided funding to school districts for the purchase of textbooks. This funding provided a significant subsidy to the cost of textbooks for families. Recently the State discontinued this subsidy. In addition, the bookstore software system is antiquated and needs to be replaced for a cost of approximately \$70,000. These two events will significantly increase the purchase price of instructional materials for families next year and we are very concerned about that reality in these economic times. The Board policy indicates that the bookstore should be self sufficient, and therefore, these increased costs will be passed along to families. The purpose of the Board policy is to ensure that instructional materials are not limited by cost containment and the instructional rigor can continue long term.

A committee was convened out of a concern about inefficiencies in the current instructional material purchase model as well as the imminent loss of State Loan funds for textbooks. The objectives of the committee were to discuss and debate the topic, to collect relevant data, to initiate discussions within divisions, and to analyze alternative methods of distributing instructional materials. The committee's goal was to maintain the District's ability to provide high quality instructional materials for all students in an equitable and cost efficient manner.

Committee Composition

Committee members included two division heads, two faculty members, the Principal, two members from the Office of Curriculum and Instruction, one parent, the Chief Financial Officer, the Chief Information Officer and the bookstore manager. The committee met five times over the past 2 months; the topic has been discussed twice at DLT and twice at IC; and several conversations were held at division meetings. The committee weighed the advantages and disadvantages of two alternatives for instructional materials: to make the investment necessary to support the current purchase model; or to transition to a fee-based model for these materials. A survey of other high schools was conducted and there was a site visit to Glenbard High School District 87, where the decision has been made to transition from a purchase system to a fee-based system.

Current Realities of OPRFHS's Instructional Material Purchase Model

With the current textbook purchase program families pay an average of \$350.00 annually for textbooks and materials. Recently, two significant changes have occurred to the way in which the District supports the current model. First, the current purchase model and the average cost to families have been substantially subsidized by funds made available by the State of Illinois Textbook Loan Program. In 2009, this revenue was eliminated and the District can no longer expect these funds to offset the cost of instructional materials. In addition, the software program used by staff for bookstore operations is outdated and no longer serves the needs of the District. The cost of replacing the hardware and software with a fully functional program would be approximately \$70,000. These two significant events will increase the cost of materials for families as early as the 2011-2012 school year. Other challenges with the current model include some waste caused by book usage for a single year, weak controls of escalating costs, and the automatic 10% sales tax passed along to families.

Over the past three years, the administration has considered moving to a fee structured program but continued to table the discussion due to other pressing matters. We feel that now is time for making a long term decision.

Guiding Principles

The following principles were considered when the committee discussed a more sustainable bookstore and instructional material fee model:

- Continue to provide necessary materials to sustain a high quality and comprehensive curriculum;
- Develop a stronger cost consciousness;
- Maintain affordability for all families;
- Establish a rotation schedule for the purchase of new materials;
- Incorporate appropriate use of technology;
- Sustain a fair and equitable process that does not limit student access to rigorous courses due to the higher costs of instructional materials;
- Build in green initiatives;
- Assemble a defined budgeting process approved by the Board of Education.

Data and Survey Results

Most high school districts in the NWPB use a fee model. Glenbard High School District 87 and Lyons Township High School are the most recent examples of transition to a fee based model. The chart below summarizes the information gathered from NWPB comparison districts.

Downers Grove	Textbooks only	\$215	Kits and class lab fee
District 211	Textbook s only	\$160	Kits and consumables
District 214	Textbooks and Kits	\$375	
Elmhurst	Purchase model	Students purchase all materials	Class lab fees
Evanston	Textbooks only	\$85	\$15 technology fee \$15 general fee \$85 supplemental materials fee
Glenbard High Schools	Textbook only	\$125	Consumables, kits and lab fees
Lake Park	Textbook and consumables	\$295	
Lyons Township	Textbooks only	\$75	Consumables and kits
Naperville	Textbooks only	\$81	Consumables, kits and lab fees
New Trier	Outsourced to Follett	Students purchase all materials	
Niles	Textbook and consumables	\$450 first child, \$300 each add'l child	Lab fee
Stevenson	Textbook and consumables	\$185	Lab fees

**KITS include supplies used in the classroom such as art materials. Consumables include workbooks and paperbacks.*

During the current school year, the average student at OPRFHS paid \$350 for materials purchased in the book store. Some paid as high as \$800, and others paid a smaller amount if they happened to have classes with a State Loan Book. Due to the elimination of the State textbook subsidy, if we continue the current purchase model, next year students would need to pay at least \$100 more on average for each textbook that was previously subsidized with State textbook funds. Due to the limitations of the current software system we cannot generate specific costs by student, program or graduation class.

Relevant Considerations

Instructional Considerations

- The committee discussed the use of materials in the classroom and the need to maintain access to high quality materials that support the work of teachers. The topic of annotation in textbooks was discussed on several occasions and alternative strategies were considered. Annotation in paperback books could continue under either model.
- The committee also discussed encouraging student access to courses that have traditionally had the highest materials costs in order to mitigate those costs as a limiting factor in enrollment.

Technology Considerations

- The committee also discussed the use of technology for instructional materials and the rapid changes occurring in this arena. Providing these materials in an electronic format will allow us to stay current and to take advantage of multi-media enhancements which are not available in hardcopy materials.
- Standardization of materials will allow us to work closely with publishers and gain leverage on the purchase and adoption of electronic textbooks and other instructional materials.
- As we move further into utilizing technology in the classroom (either through 1:1 computing or student supplied technology) we will be providing electronic textbooks to load on these devices. With the district having control over the textbooks, this will be greatly simplified.
- Annotation is a skill which is highly valued. Delivering electronic materials will facilitate the annotation process.

Planning Considerations

- A decision would need to be made in February 2011 in order to adequately prepare either model for the 2011-2012 school year.
- In either model, the staff will need to plan and adjust systems and procedures accordingly. Also, a communication plan is necessary to inform families of procedures and costs.
- If the District moves to a fee model, the District would need to purchase all books in the first year to be ready for the beginning of the school year. The District could run a campaign to buy back as many used books as possible.
- With the continuation of a purchase program, most families will see increased costs assuming the maintenance of the current materials selection, rotation, and distribution model.
- The fee model requires a new materials rotation schedule and materials distribution method. The Office of Curriculum and Instruction would have an increased role in budget monitoring and materials approval.

Cost Considerations

- In a purchase model, the amount of outstanding monies still owed to the District is significant. These outstanding obligations pose a hardship for families and a challenge to the District's budget process.
- Introduction of a standard instructional materials fee based on average cost would mean that, compared to costs in the current school year, some students would pay a higher amount and others would pay less. The students who normally take elective course with expensive textbooks and materials would pay less than they do currently, while students who generally do not take these classes would pay more than they have paid with the State Loan funding system. A standard instructional materials fee model may create opportunities for students to take a class based on interest rather than affordability, especially given the projected increases in overall costs to families due to the elimination of the State textbook subsidy in coming years.
- The District would need to closely monitor the impact on the educational fund. If fees do not keep up with the costs for instructional materials a new cost center will be created in the Educational fund, which will negatively impact the annual amounts available for education. In that case, instructional materials would be a target during cost containment efforts to reduce deficit spending, thereby eroding the educational program over time.

Next Steps or Recommendations

The committee reviewed three possible fee structures based on a five year rotation model; 1) a fee that would cover textbooks only; other supplies, consumables and kits would be purchased for an additional cost 2) a fee for text books and consumables but not kits and 3) an all-inclusive fee.

The committee recommends moving to an instructional materials fee for all students. The fee will cover the cost of books and materials over a five year cycle. This fee would be calculated annually using a formula based on averaging the cost of a five year purchase plan of materials, assuming those materials would be in continuous use for at least five years. This method would moderate any fee increases year by year and would avoid the need for a large increase in one particular school year. Students qualifying for waiver would not pay a fee (these students do not currently pay for their books under the purchase system). Students who are registered, but do not actually attend school on the OPRF premises would also be exempt.

The five year rolling fee would cover all costs to run the bookstore including salaries, benefits, supplies and operational expenditures. It would also cover all books planned for purchase in the five year period. The instructional materials fee would cover textbooks, paperback books, and other consumables and kits (i.e. supplies for Art Foundations). The fee would not include PE uniforms or calculators. **The Bookstore would continue to sell other items of interest . Additionally, the staff recommends piloting an e-commerce website which would potentially generate additional revenue . The net revenue from these sales would be used to offset the cost of instructional materials. The bookstore would continue to sell Huskie Wear on behalf of the Boosters club and this revenue would go directly to the Boosters Club and would not offset the cost of instructional materials. Total costs, net of projected supplemental revenue, would be divided by the number of students expected to pay the fee in the five year time frame. A spreadsheet of a five year rolling calculation is**

attached . In the 2011-2012 school year the all inclusive instructional materials fee would be **\$320.00 per student.**

Instructional Considerations

- The consistent fee for all students covering all instructional materials will encourage students to select classes based on interest rather than affordability. The model may eliminate the cost of materials as a barrier for financially disadvantaged students who want to participate in specific programs.
- The formula model will protect instructional materials from cost cutting measures and assure long term quality of program materials.
- The instructional materials fee model encourages the use of technology in the classroom and will permit just -in -time distribution of kits and consumables directly to the classroom. These two changes will enhance instructional time by insuring all students have the necessary materials in the classroom at the appropriate time.

Technological Considerations

- The model encourages creative approaches to addressing green initiatives and incorporating technology. The savings garnered from not printing can be captured and passed on to our students' families.
- Publishers have also indicated to us a willingness to customize textbooks for us. This will allow us to purchase only the materials we need and to distribute them electronically, saving the cost of printing

Planning Considerations

- The District would carefully review and select materials with the guiding principles in mind. An annual budget and fee proposal would be presented to the Board of Education for approval in January or February of each year.
- The model builds in a scheduled review of materials. Currently, we review materials on an as needed basis.

Cost Considerations

- An instructional materials fee model will be more cost effective overall than a purchase model.
- Presently, the District must collect a 10% sales tax on the sale of all textbooks, kits and consumables. The ten percent tax-- approximately \$80,000 of the current costs--would not be required with an instructional materials fee.
- There will be no need to replace the current software for a cost of \$70,000 because the District already owns a rental system software used in the Library.
- The model incorporates a cost containment approach by encouraging annual reviews, projections, averaging, and more accountability for the fee structure and budgeting.
- The rising costs of materials in the current purchase program will further exacerbate the barrier to higher priced courses and widen the access gap to rigorous courses. We believe an equitable and more affordable instructional materials fee will encourage course selection based on interest.

- An instructional materials fee provides a managed and predictable cost for families and would not fluctuate randomly by student and year.

Proposed Timeline

November 2010 – January 2011	Internal committee researches options and makes a recommendation to the DLT.
January 2011	The DLT discusses the recommendation
February 2011	Board of Education consideration and vote
Spring 2011	Instructional materials needs assessment and distribution model refined.
Spring 2011	Communication plan
June 2011	Book buy-back period
July 2011	Book inventory
July 2011	Purchase instructional materials for next school year
July/August 2011	Set up and preparation of instructional materials distribution
August 2011	Distribution of instructional materials and collection of fees
Fall 2011	Debrief and assessment

Oak Park and River Forest High School
District 200

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Cheryl L. Witham, Chief Financial Officer and Treasurer

DATE: March 24, 2011

RE: Illinois Central Bus Contract for Special Education Transportation Services

BACKGROUND

On February 1, 2011, a Request for Proposals was published for Special Education Transportation. The current contract with Grand Prairie Transit expires at the conclusion of this school year and all contract extensions have been exhausted.

The Board of Education approved the recommendation to contract with Illinois Central Bus, the lowest responsible bidder at the February 24, 2011 regular Board of Education Meeting.

SUMMARY OF FINDINGS

The attached contract for Special Education Transportation services was drafted by District legal counsel to encompass all details of the February 1, 2011 proposal submitted by Illinois Central as well as necessary verbiage per Illinois School Code and Illinois Vehicle Code.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To approve the contract with Illinois Central Bus for the District's Special Education Transportation.

ROLL CALL VOTE

AGENDA ITEM VIII. K.

**Transportation Agreement Between
Oak Park And River Forest High School District 200
and Illinois Central School Bus, LLC**

This agreement made on the ____ day of _____, 2011 between Oak Park and River Forest High School District 200, 201 N. Scoville Ave., Oak Park, IL, hereinafter referred to as "SCHOOL" and Illinois Central School Bus, LLC, 1818 W. Jefferson Street, 2nd Floor, Joliet, IL 60435, hereinafter referred to as "CONTRACTOR".

WHEREAS, School is a public school engaged in education and Contractor is engaged in the business of providing contracted school transportation for special education students enrolled in the Oak Park and River Forest High School and designated by the School to be eligible for transportation under specified conditions;

NOW, THEREFORE, in consideration of the mutual conditions, terms, and covenants hereinafter set forth, it is hereby agreed by and between the parties heretofore as follows:

1. SCOPE. The terms and conditions of this Agreement shall be as provided in Contractor's proposal, dated February 1, 2011, in response to the Invitation to Bid published by the School, and all attachments, exhibits, and addenda thereto ("Proposal Documents), which are incorporated herein and made a part of this Agreement, except to the extent this Agreement is inconsistent with the Proposal Documents, in which case this Agreement shall control. The Contractor shall, during the period of this Agreement as hereinafter set forth, provide and maintain the required number of school buses to transport conveniently and safely any and all students designated by the School to be served under the provisions of this Agreement. Such transportation shall be provided for each and every day that school is convened, plus weekend and non-school days as requested, and in accordance with bus routes and schedules as submitted to and approved by the School.

Special transportation is provided for students with special needs based on their individual plans. School District offers comprehensive programs and services to students including services at the main campus, self-contained classes at an in-district off-campus

facility, and transportation outside of the district to schools many miles away. The hours for self-contained classes have slight variations from regular school hours and are contingent on the programmatic needs of the students and coordinated with the arrival of other buses at that location. Students may have additional special needs to ensure safe transport, including but not limited to lift buses, harnesses, car seats, and/or bus monitors.

2. DURATION OF CONTRACT. The term of this Agreement will begin August 15, 2011 and run through August 14, 2014 unless earlier terminated. School District reserves the right to negotiate up to two (2) additional one-year extensions to this Agreement, to be signed no later than December 15th of the final school year segment of the contract period.

3. PERSONNEL. For the purpose of this Agreement and interpretation thereof it is agreed that the transportation of school children is an unusual and specialized function. It is the essence of this Agreement that the students are to be transported to and from classes or events regularly, promptly, safely, and without interruption or incident, and that the interests of the children in such transportation shall take precedence over the interests of either the Contractor and its drivers or the School. It shall be a primary obligation of Contractor to operate its affairs so that the School is assured of this continuous and reliable service. It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The School places upon the Contractor and the Contractor agrees to accept the full responsibility of assuring such qualities in personnel. The Contractor agrees that it will not allow any person to drive a school bus whose moral character is not of the highest level, or whose conduct might in any way expose any child to an impropriety of word or conduct whatsoever, nor shall Contractor allow any person to drive a school bus who is not at the time in a condition of mental, physical, and emotional stability. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor, subject to paragraph 4 below.

4. DRIVERS. Contractor agrees that the same driver will be assigned to each route from day to day in order to establish continuity of relations with pupils. Substitute drivers may be assigned only in the event the regular driver is absent due to illness or emergency.

Upon receipt of the written request of the District Superintendent or his designee, the Contractor shall terminate the employment of any driver or other person used in performing this Agreement who in the sole discretion of the Board is deemed unfit or unsuitable for the performance of services of the district; provided however, that if Contractor reasonably believes that the request of the Superintendent to terminate Contractor's employee is based on considerations of race, religion, gender, national origin or other improper grounds, Contractor shall notify the Superintendent and request a meeting to discuss the issues.

Contractor shall permit school buses to be operated only by trained and competent drivers who hold valid bus drivers licenses issued by the State of Illinois. Said drivers will report all cases of student misbehavior on buses to the School and will handle all disciplinary matters in strict accordance with School Policy. In no case will a driver eject a student from a bus for misbehavior, unless there is an extreme emergency endangering the safety of other students, and then only after notification by Contractor of School personnel and the local police agency

5. SAFETY PROGRAM. The Contractor shall plan and administer a safety program in conformance with the State laws and regulations. The safety program must include, but is not limited to the following:

A. Bus Drivers:

1. All driver applicants must meet acceptability requirements as provided in 625 ILCS 5/6-106.1.
2. All drivers must participate in both classroom and on-the-road training programs devoted to safety, proper bus operation, rules and regulations, and first aid.
3. All drivers must participate in a defensive driving course as certified by the National Safety Council.

4. All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety, and first aid.

B. A Safety program will be conducted each month.

C. Students:

1. The Contractor must assist and participate with the School District in providing safety programs as needed for its students.
2. All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.
3. Contractor must provide training to the students of the School District on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice a year.
4. The bus drivers must continually monitor the behavior of all students to ensure that safe bus riding procedures are being followed. If not, the School District must be notified immediately.
5. The Contractor agrees that the School Administrators may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

6. LAWS AND REGULATIONS. During the entire term of this Agreement, the Contractor shall comply in every respect with all the laws, rules, and regulations of the State of Illinois affecting or regulating the transportation of school children, including, but not limited to, the Motor Vehicle Code and the rules and regulations promulgated by the Illinois Office of Education. Additionally, Contractor will comply with Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act.

7. ROUTES AND SCHEDULES. Contractor will deliver all passengers to such points on the school grounds as the School may, from time-to-time designate and shall remove all students from the grounds for return to their homes in accordance with the transportation schedules and routes set up by the School, such schedules and routes to take

into consideration traffic volume, hazards, and weather conditions.

The Contractor shall not permit more passengers to occupy buses than there are seats available and while the vehicle is in motion shall not permit any passengers to stand up in such vehicles, nor permit the over-crowding of such vehicle in any manner whatsoever.

Decisions regarding the regulation and development of routes, pickup and drop-off areas, the placement of stops, times of arrival and dismissal are to be made by the Contractor in cooperation with the School District.

All buses to be scheduled to arrive at the school no less than ten minutes prior to the students' first class.

At dismissal time, buses shall arrive at the School prior to dismissal, and shall depart no less than ten minutes after dismissal time.

The Contractor will submit final routes by August 15th of each year.

The District defines a bus run to mean taking the children to school and returning them home after school. The number of buses and the runs they make are not binding on the District. If a particular student or students require additional equipment, such as oxygen respirators, that would require bus mounting, the Contractor shall secure such equipment as quickly as possible. Personal equipment such as special seats, restraining harnesses, protective headgear, or other equipment required as a result of a student's disability shall be provided by the District and/or the parent.

All bus runs performed under this contract shall be limited to transport of District students. At no time will the Contractor transport non-District students on the same vehicle as District students. In cases of emergency where such an occurrence is necessary, prior approval from the Director of Special Education is required.

The Contractor shall maintain complete and accurate records of all trips provided under this contract, all disciplinary actions, detailed information regarding the cost to the Contractor for fuel, and such other reports that the District may request and/or such other reports that may be required under all applicable law.

8. INSURANCE AND INDEMNIFICATION. Contractor agrees at its sole expense to procure and keep in force during the entire period of this Agreement, Public

Liability and Property Damage Liability Insurance, protecting the School, its Board of Trustees, its agents and employees, and the individual members thereof, school personnel, the Contractor, drivers, and other related personnel in the minimum amount of ten million dollars (\$10 million) for Combined Bodily Injury and Property Damage Liability.

Contractor agrees to name School as an Additionally Named Insured and to provide School from time to time with current certificates evidencing at least the minimum coverage referred to in this paragraph 8 and showing said policy or policies not to be cancelled without a minimum thirty (30) days prior written notice to School. All said insurance policies shall be primary and noncontributing.

Contractor agrees to indemnify, defend and hold harmless the School from and against any claim of loss, damage, deprivation of civil rights, personal injury or death arising out of the performance of this Agreement.

9. EQUIPMENT. The Contractor shall keep all equipment used in the transportation of students in strict accordance with the State of Illinois minimum standards for school buses, and such equipment shall be maintained in good mechanical order at all times, sufficient to pass the State School Bus Inspections. The interiors and exteriors of all buses shall be maintained in good mechanical order at all times, sufficient to pass the State School Bus Inspections. Interiors and exteriors of all buses shall be maintained in a clean and sanitary condition so as to present a good appearance at all reasonable times.

10. FORCE MAJEURE. If by reason of any acts of God, fires, strikes, present or future laws, ordinances or government orders, the Contractor shall be prevented from carrying out the terms and conditions of this contract, this Agreement shall not terminate, but the School shall have the right to utilize the contracted equipment, including spares and School personnel in the continued transportation of students to and from school, or hire the same done; in which case the operating expenses incurred by the School shall be deducted from the payments owed to the Contractor. Superintendent of Schools shall have authority to determine if school will be in session in case of unusual situations.

11. CONTRACTOR NOT AN AGENT. In the interpretation of this Agreement and the relations between the Contractor and the School, the same shall be construed as being an independent agreement with the Contractor for furnishing of transportation only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the school.

12. OPERATING EXPENSE. The Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating the buses, such as State license, fuel, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, and washing.

13. FUEL. The Contractor shall furnish all fuel to be used in its performance of this Agreement. Contractor's compensation for services hereunder shall be adjusted monthly to reflect changes in Contractor's cost of fuel. Contractor's "Base Fuel Cost" shall be \$3.30 per gallon of diesel fuel, inclusive of all applicable taxes. Each month during the term of this Agreement, including any renewals or extensions hereof, Contractor's invoice shall include an adjustment for increases or decreases in fuel costs calculated by multiplying the number of gallons of diesel fuel purchased by Contractor for consumption in the performance of this Agreement by the difference between the appropriate Base Fuel Cost and the average cost per gallon of diesel fuel paid during the month for which the invoice was issued.

14. STUDENT MANAGEMENT. The School shall give to each student and to the Contractor rules and regulations regarding bus passenger discipline.

When a passenger causes an undesirable situation on any bus, the driver shall report passenger's name and/or description of the situation to his/her supervisor, who shall, no later than the following day, turn in a report to the School. Any vandalism or damages to the Contractor's equipment or facilities will be the responsibility of the Contractor; however, the School will assist the Contractor in seeking restitution for damaged equipment.

15. SCHEDULE OF RATES. The rates to be paid by School to Contractor

shall be as provided in the attached bid proposal.

16. PAYMENT Contractor will submit to the School the first of each month an invoice for payment for that month's transportation. The School will process and issue payment on approximately the 30th day of that month. Contractor shall also submit such other reports as may from time to time be requested by School. Such reports shall be on such forms as may be furnished or prescribed by School. Records sufficient to confirm the accuracy of all such reports shall be kept by Contractor and made available for inspection by School at all reasonable times for one year after the submission of each report.

17. FREEDOM OF INFORMATION ACT. Contractor agrees to maintain all records and documents related to this Agreement in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by School District under the Freedom of Information Act so that the School District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, the Contractor shall so notify the School District and, if possible, the School District shall request an extension of time so as to comply with the Act. In the event that the School District is found to have not complied with the Freedom of Information Act due to Contractor failure to produce documents or otherwise appropriately respond to a requester under the Act, then Contractor shall indemnify and hold the School District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney's fees and penalties.

18. ASSIGNMENT OF CONTRACT. No contract shall be assigned or any part of the same subcontracted without the written consent of the Board, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

19. BACKGROUND CHECK AND MEDICAL EXAMINATIONS. ALL OF THE

CHARTER BUS DRIVERS WHO WILL BE PROVIDING SERVICES UNDER THIS CONTRACT HAVE OR WILL HAVE BEFORE ANY SERVICES ARE PROVIDED:

(1) SUBMITTED THEIR FINGERPRINTS TO THE DEPARTMENT OF STATE POLICE IN THE FORM AND MANNER PRESCRIBED BY THE DEPARTMENT OF STATE POLICE. THESE FINGERPRINTS SHALL BE CHECKED AGAINST THE FINGERPRINT RECORDS NOW AND HEREAFTER FILED IN THE DEPARTMENT OF STATE POLICE AND FEDERAL BUREAU OF INVESTIGATION CRIMINAL HISTORY RECORDS DATABASES. THE FINGERPRINT RECORD HAS RESULTED IN A DETERMINATION THAT THEY HAVE NOT BEEN CONVICTED OF COMMITTING ANY OF THE OFFENSES SET FORTH IN SUBDIVISION (C-1)(4) OF SECTION 6-508 OF THE ILLINOIS VEHICLE CODE: AND

(2) DEMONSTRATED PHYSICAL FITNESS TO OPERATE SCHOOL BUSES BY SUBMITTING THE RESULTS OF A MEDICAL EXAMINATION, INCLUDING TESTS FOR DRUG USE, TO A STATE REGULATORY AGENCY.

20. NON-SCHOOL STUDENTS PROHIBITED; DAMAGES. Contractor is strictly prohibited from transporting non-District 200 students together with District 200 students. Contractor agrees that violation of this prohibition will cause School to suffer damages which are difficult to measure. In consequence, in case of any breach of this provision, School shall be entitled to recover liquidated damages in the amount of 100% of the cost of the daily run. Contractor agrees that such liquidated damages are reasonable in relation to the actual loss suffered by School by reason of such breach, and further agrees that such liquidated damages are not a penalty.

21. CANCELLATION. In the event that the Contractor at any time fails to comply with and fully perform and strictly adhere to any covenant contained herein to be performed by the Contractor, its agents or employees, the School shall give 48 hours notice in writing to the Contractor of such failure and in the event the Contractor does not remedy such failure within 48 hours from the receipt of such notice by it (except if

such failure be impossible to remedy within 48 hours only because of weather conditions making roads impassable or other acts of God or strikes), then at the option of the District, this contract may be terminated by delivery to the Contractor of written notice of such election to terminate, but the Contractor shall remain liable for any cost to the School for bus transportation to the end of the current school year as hereinafter provided. Failure to exercise the School District's rights within 48 hours does not preclude any subsequent right to exercise at a later date. If this contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor shall cease.

IN WITNESS WHEREOF, Said Contractor has set his hand and the School has caused this presence to be executed by its proper officers on the date first written above.

Oak Park and River Forest High School

By _____

Attest:

Illinois Central School Bus, LLC

By _____

Title

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Cheryl L. Witham, Chief Financial Officer and Treasurer

DATE: March 24, 2011

RE: Illinois Central Bus Contract for Field Trip/Extracurricular Transportation Services

BACKGROUND

On February 1, 2011, bids were solicited for Field Trip/Extracurricular Transportation Services. The current contract with R&D Bus Company is set to expire at the conclusion of this school year.

The Board of Education approved the recommendation to contract with Illinois Central Bus, the lowest responsible bidder at the February 24, 2011 regular Board of Education Meeting.

SUMMARY OF FINDINGS

The attached contract for Field Trip/Extracurricular Transportation services was drafted by District legal counsel to encompass all details of the February 1, 2011 proposal submitted by Illinois Central as well as necessary verbiage per Illinois School Code and Illinois Vehicle Code.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To approval the contract with Illinois Central Bus for the District's Field Trip/Extracurricular Transportation.

ROLL CALL VOTE

AGENDA ITEM VIII. L.

**Transportation Agreement Between
Oak Park And River Forest High School District 200
and Illinois Central School Bus, LLC**

This agreement made on the ____ day of _____, 2011 between Oak Park and River Forest High School District 200, 201 N. Scoville Ave., Oak Park, IL, hereinafter referred to as "SCHOOL" and Illinois Central School Bus, LLC, 1818 W. Jefferson Street, 2nd Floor, Joliet, IL 60435, hereinafter referred to as "CONTRACTOR".

WHEREAS, School is a public school engaged in education and Contractor is engaged in the business of providing contracted school transportation for school children, teachers, coaches, and volunteers from the Oak Park and River Forest High School who participate in field trips and extracurricular activities;

NOW, THEREFORE, in consideration of the mutual conditions, terms, and covenants hereinafter set forth, it is hereby agreed by and between the parties heretofore as follows:

1. SCOPE. The terms and conditions of this Agreement shall be as provided in Contractor's proposal, dated February 1, 2011 in response to the Invitation to Bid published by the School, and all attachments, exhibits, and addenda thereto ("Proposal Documents), which are incorporated herein and made a part of this Agreement, except to the extent this Agreement is inconsistent with the Proposal Documents, in which case this Agreement shall control. The Contractor shall, during the period of this Agreement as hereinafter set forth, provide and maintain the required number of school buses to transport conveniently and safely any and all students designated by the School to be served under the provisions of this Agreement. Such transportation shall be provided for each and every field trip and activity, including weekend and non-school days as requested, and in accordance with routes, destinations, and schedules as submitted to and approved by the School.

2. DURATION OF CONTRACT. The term of this Agreement will begin August 15, 2011 and run through August 14, 2014 unless earlier terminated. School District reserves the right to negotiate up to two (2) additional one-year extensions to this Agreement, to be signed no later than December 15th of the final school year segment of the contract period. The cost to the District for any years beyond the initial term shall not exceed the year to year percentage change for the consumer price index for the U.S. city average, for all urban consumers, that occurred in the calendar year preceding the fourth or fifth contract periods (i.e. 2013 CPI change for the 2014-2015 contract period).

3. PERSONNEL. For the purpose of this Agreement and interpretation thereof it is agreed that the transportation of school children is an unusual and specialized function. It is the essence of this Agreement that the students are to be transported to and from classes or events regularly, promptly, safely, and without interruption or incident, and that the interests of the children in such transportation shall take precedence over the interests of either the Contractor and its drivers or the School. It shall be a primary obligation of Contractor to operate its affairs so that the School is assured of this continuous and reliable service. It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The School places upon the Contractor and the Contractor agrees to accept the full responsibility of assuring such qualities in personnel. The Contractor agrees that it will not allow any person to drive a school bus whose moral character is not of the highest level, or whose conduct might in any way expose any child to an impropriety of word or conduct whatsoever, nor shall Contractor allow any person to drive a school bus who is not at the time in a condition of mental, physical, and emotional stability. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor, subject to paragraph 4 below.

4. DRIVERS. Contractor agrees that, whenever possible, the same drivers will be assigned to District 200 events from day to day in order to establish continuity of relations with pupils. Substitute drivers may be assigned in the event the regular driver is absent due to illness or emergency.

Upon receipt of the written request of the District Superintendent or his designee, the Contractor shall terminate the employment of any driver or other person used in performing this Agreement who in the sole discretion of the Board is deemed unfit or unsuitable for the performance of services of the district; provided however, that if Contractor reasonably believes that the request of the Superintendent to terminate Contractor's employee is based on considerations of race, religion, gender, national origin or other improper grounds, Contractor shall notify the Superintendent and request a meeting to discuss the issues.

Contractor shall permit school buses to be operated only by trained and competent drivers who hold valid bus drivers licenses issued by the State of Illinois. Said drivers will report all cases of student misbehavior on buses to the School and will handle all disciplinary matters in strict accordance with School Policy. In no case will a driver eject a student from a bus for misbehavior, unless there is an extreme emergency endangering the safety of other students, and then only after notification by Contractor of School personnel and the local police agency

5. **SAFETY PROGRAM.** The Contractor shall plan and administer a safety program in conformance with the State laws and regulations. The safety program must include, but is not limited to the following:

A. Bus Drivers:

1. All driver applicants must meet acceptability requirements as provided in 625 ILCS 5/6-106.1.
2. All drivers must participate in both classroom and on-the-road training programs devoted to safety, proper bus operation, rules and regulations, and first aid.
3. All drivers must participate in a defensive driving course as certified by the National Safety Council.
4. All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety, and first aid.

B. A Safety program will be conducted each month.

C. Students:

1. The Contractor must assist and participate with the School District in providing safety programs as needed for its students.
2. All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.
3. Contractor must provide training to the students of the School District on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice a year.
4. The bus drivers must continually monitor the behavior of all students to ensure that safe bus riding procedures are being followed. If not, the School District must be notified immediately.
5. The Contractor agrees that the School Administrators may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

6. LAWS AND REGULATIONS. During the entire term of this Agreement, the Contractor shall comply in every respect with all the laws, rules, and regulations of the State of Illinois affecting or regulating the transportation of school children, including, but not limited to, the Motor Vehicle Code and the rules and regulations promulgated by the Illinois State Board of Education. Additionally, Contractor will comply with Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act.

7. ROUTES AND SCHEDULES. Contractor will pick up passengers at locations designated by the School District and will deliver all passengers to such destinations as the School may, from time-to-time designate and shall return all students to locations within the School District in accordance with the transportation schedules and routes set up by the School, such schedules and routes to take into consideration traffic volume, hazards, and weather conditions.

The Contractor shall not permit more passengers to occupy buses than there are seats available and while the vehicle is in motion shall not permit any passengers to stand

up in such vehicles, nor permit the over-crowding of such vehicle in any manner whatsoever.

Decisions regarding the regulation and development of routes, pickup and drop-off areas, the placement of stops, times of arrival and dismissal are to be made by the Contractor in cooperation with the School District.

The Contractor shall maintain complete and accurate records of all trips provided under this contract, all disciplinary actions, detailed information regarding the cost to the Contractor for fuel, and such other reports that the District may request and/or such other reports that may be required under all applicable law.

8. INSURANCE AND INDEMNIFICATION. Contractor agrees at its sole expense to procure and keep in force during the entire period of this Agreement, Public Liability and Property Damage Liability Insurance, protecting the School, its Board of Trustees, its agents and employees, and the individual members thereof, school personnel, the Contractor, drivers, and other related personnel in the minimum amount of ten million dollars (\$10 million) for Combined Bodily Injury and Property Damage Liability and shall comply with all insurance requirements enumerated in the Proposal Documents.

Contractor agrees to name School as an Additionally Named Insured and to provide School from time to time with current certificates evidencing at least the minimum coverage referred to in this paragraph 8 and showing said policy or policies not to be cancelled without a minimum thirty (30) days prior written notice to School. All said insurance policies shall be primary and noncontributing.

Contractor agrees to indemnify, defend and hold harmless the School from and against any claim of loss, damage, deprivation of civil rights, personal injury or death arising out of the performance of this Agreement.

9. EQUIPMENT. The Contractor shall keep all equipment used in the transportation of students in strict accordance with the State of Illinois minimum standards for school buses, and such equipment shall be maintained in good mechanical order at all times, sufficient to pass the State School Bus Inspections. The interiors and exteriors of all

buses shall be maintained in good mechanical order at all times, sufficient to pass the State School Bus Inspections. Interiors and exteriors of all buses shall be maintained in a clean and sanitary condition so as to present a good appearance at all reasonable times.

10. FORCE MAJEURE. If by reason of any acts of God, fires, strikes, present or future laws, ordinances or government orders, the Contractor shall be prevented from carrying out the terms and conditions of this contract, this Agreement shall not terminate, but the School shall have the right to utilize the contracted equipment, including spares and School personnel in the continued transportation of students to and from school, or hire the same done; in which case the operating expenses incurred by the School shall be deducted from the payments owed to the Contractor. Superintendent of Schools shall have authority to determine if school will be in session in case of unusual situations.

11. CONTRACTOR NOT AN AGENT. In the interpretation of this Agreement and the relations between the Contractor and the School, the same shall be construed as being an independent agreement with the Contractor for furnishing of transportation only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the school.

12. OPERATING EXPENSE. The Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating the buses, such as State license, fuel, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, and washing.

13. FUEL. The Contractor will provide all necessary fuel at contractor's expense.

14. STUDENT MANAGEMENT. The School shall give to each student and to the Contractor rules and regulations regarding bus passenger discipline.

When a passenger causes an undesirable situation on any bus, the driver shall report passenger's name and/or description of the situation to his/her supervisor, who shall, no later than the following day, turn in a report to the School. Any vandalism or damages to

the Contractor's equipment or facilities will be the responsibility of the Contractor; however, the School will assist the Contractor in seeking restitution for damaged equipment.

15. SCHEDULE OF RATES. The rates to be paid by School to Contractor shall be as provided in the attached bid proposal, except that Contractor agrees that field trips shall be billed in increments of ¼ hour based on a rate of \$36 per hour. Example: A field trip for which the duration is 2 hours and 15 minutes will be bill at a cost of \$36 X 2.25 hours = \$81.

16. PAYMENT FOR TRANSPORTATION. Contractor will submit to the School the first of each month an invoice for payment for that month's transportation. The School will process and issue payment on approximately the 30th day of that month. Contractor shall also submit such other reports as may from time to time be requested by School. Such reports shall be on such forms as may be furnished or prescribed by School. Records sufficient to confirm the accuracy of all such reports shall be kept by Contractor and made available for inspection by School at all reasonable times for one year after the submission of each report.

17. FREEDOM OF INFORMATION ACT. Contractor agrees to maintain all records and documents related to this Agreement in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by School District under the Freedom of Information Act so that the School District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, the Contractor shall so notify the School District and, if possible, the School District shall request an extension of time so as to comply with the Act. In the event that the School District is found to have not complied with the Freedom of Information Act due to Contractor failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the School District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

18. ASSIGNMENT OF CONTRACT. No contract shall be assigned or any part of the same subcontracted without the written consent of the Board, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

19. BACKGROUND CHECK AND MEDICAL EXAMINATIONS. ALL OF THE CHARTER BUS DRIVERS WHO WILL BE PROVIDING SERVICES UNDER THIS CONTRACT HAVE OR WILL HAVE BEFORE ANY SERVICES ARE PROVIDED:

(1) SUBMITTED THEIR FINGERPRINTS TO THE DEPARTMENT OF STATE POLICE IN THE FORM AND MANNER PRESCRIBED BY THE DEPARTMENT OF STATE POLICE. THESE FINGERPRINTS SHALL BE CHECKED AGAINST THE FINGERPRINT RECORDS NOW AND HEREAFTER FILED IN THE DEPARTMENT OF STATE POLICE AND FEDERAL BUREAU OF INVESTIGATION CRIMINAL HISTORY RECORDS DATABASES. THE FINGERPRINT RECORD HAS RESULTED IN A DETERMINATION THAT THEY HAVE NOT BEEN CONVICTED OF COMMITTING ANY OF THE OFFENSES SET FORTH IN SUBDIVISION (C-1)(4) OF SECTION 6-508 OF THE ILLINOIS VEHICLE CODE: AND

(2) DEMONSTRATED PHYSICAL FITNESS TO OPERATE SCHOOL BUSES BY SUBMITTING THE RESULTS OF A MEDICAL EXAMINATION, INCLUDING TESTS FOR DRUG USE, TO A STATE REGULATORY AGENCY.

20. NON-SCHOOL STUDENTS PROHIBITED; DAMAGES. Contractor is strictly prohibited from transporting non-District 200 students together with District 200 students. Contractor agrees that violation of this prohibition will cause School to suffer damages which are difficult to measure. In consequence, in case of any breach of this provision, School shall be entitled to recover liquidated damages in the amount of 100% of the cost of the daily run. Contractor agrees that such liquidated damages are

reasonable in relation to the actual loss suffered by School by reason of such breach, and further agrees that such liquidated damages are not a penalty

21. CANCELLATION. In the event that the Contractor at any time fails to comply with and fully perform and strictly adhere to any covenant contained herein to be performed by the Contractor, its agents or employees, the School shall give 48 hours notice in writing to the Contractor of such failure and in the event the Contractor does not remedy such failure within 48 hours from the receipt of such notice by it (except if such failure be impossible to remedy within 48 hours only because of weather conditions making roads impassable or other acts of God or strikes), then at the option of the District, this contract may be terminated by delivery to the Contractor of written notice of such election to terminate, but the Contractor shall remain liable for any cost to the School for bus transportation to the end of the current school year as hereinafter provided. Failure to exercise the School District's rights within 48 hours does not preclude any subsequent right to exercise at a later date. If this contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor shall cease.

IN WITNESS WHEREOF, Said Contractor has set his hand and the School has caused this presence to be executed by its proper officers on the date first written above.

Oak Park and River Forest High School

By _____

Attest:

Illinois Central School Bus, LLC

By _____

Title

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Cheryl L. Witham, Chief Financial Officer and Treasurer

DATE: March 24, 2011

RE: Asbestos Consulting Contract

BACKGROUND

Ken Florey, District attorney, presented a contract for Asbestos Removal Consulting. Pekron Consulting focuses their work in environmental health and safety. In the past, Wight and Company provided these services to the District.

SUMMARY OF FINDINGS

The fee structure that Pekron has proposed is lower than the amounts paid in the past. The final contract amount will be dependent on the final bid amounts, but will not exceed \$31,500.

RECOMMENDATIONS

MOTION: To approve Pekron Asbestos Consulting Contract as presented.

ROLL CALL VOTE

AGENDA ITEM VIII. M.

TEL: (708) 383-0700
FAX: (708) 434-3910

WEB: www.oprfhs.org

TTY/TDD: (708) 524-5500

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200

ASBESTOS ABATEMENT CONSULTING AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the date set forth below by and between OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200 ("Client") and PEKRON CONSULTING, INC. ("Consultant").

Client and Consultant desire to enter into this Agreement, pursuant to which Consultant shall perform certain Asbestos Abatement Consulting services, as hereinafter provided. In consideration of the performance of services by Consultant and the payment for those services by Client, the parties agree as follows:

1. Services of Consultant. All of Consultant's obligations pursuant to this Agreement are hereinafter referred to as "Services." Consultant shall perform Services for Client in connection with the matters set forth in Consultant's proposal dated February 18, 2011 ("Proposal"). Consultant shall perform all Services with the same professional standards as practiced by members of its professional community. No provision of this Agreement, or of any document incorporated herein, shall be effective to the extent that it abridges or abrogates the foregoing basic standard of care, regardless of specificity. Consultant shall perform all Services in the most expeditious and economical manner consistent with the interests of Client. Consultant shall promptly notify Client immediately in writing: (i) of any information required from Client so Consultant can complete its Services in a timely manner; and (ii) of any services requested by Client that is not included in the scope of Services provided herein.

1.a. Design. Consultant shall develop a Project design for abatement. Consultant shall prepare all necessary documents for the Client's contract with the abatement contractor. Consultant shall coordinate with the Client and/or its attorneys for the commercial terms of the contract (e.g., instructions to bidders, general conditions, etc.). Consultant shall promptly correct any errors, omissions, and/or ambiguities in the Project design.

1.b. Project Management and Abatement Contract Administration. To the extent that the Services include project management and administration of the abatement contractor's Work, the following provisions shall apply in addition to applicable provisions of Consultant's Proposal:

- a. Consultant shall act as Project Manager, and shall administrate the contract between the Client and abatement contractor(s).
- b. Consultant shall review contractor's Work for compliance with the abatement contract documents and all applicable laws, codes, and regulations. Consultant shall advise the Client and abatement contractor of deviations in the Work.
- c. Consultant shall receive requests for information, requests for changes, claims, and correspondence, and shall advise upon and prepare responses thereto as appropriate.
- d. Consultant shall conduct meetings as necessary and beneficial and shall record and publish minutes thereof.
- e. Consultant shall collect all required documents from the abatement contractor, shall review same for consistency with contractual requirements, and shall forward to the Client.
- f. Consultant shall advise the Client when the contractor(s) is(are) substantially

complete.

- g. Consultant shall receive contractor's requests for payment, and shall advise the Client as to propriety of payment.

1.c. Stopping Work. The work of the selected asbestos abatement contractor is hereinafter referred to as "Work." If the Consultant shall at any time determine that the Work must be stopped by reason of any unsafe condition, the Consultant shall immediately so advise the Client. The Consultant shall have the authority to stop Work under such circumstances if no representative of the Client shall then be available to determine whether or not the Work should be stopped.

1.d. Sampling. Consultant shall take air samples to determine the airborne concentration of asbestos inside and outside the abatement contractor's work area. Consultant shall determine and advise whether the concentration of asbestos in the air is acceptable for re-occupation in the potentially affected areas.

1.e. Records. The Consultant shall maintain detailed written records on sampling locations and sampling surface conditions. If the Services include a survey of asbestos containing materials, then at the completion of the Project, a final report shall be submitted by the Consultant to the Client including a complete set of all bulk sample analysis reports, drawings and other information referred to herein.

2. Representations and Warranties. The Consultant represents and warrants that (a) it is experienced and appropriately licensed in the survey and/or abatement of asbestos containing materials, (b) it is knowledgeable of all federal, state and local laws, codes, rules and regulations applicable to asbestos containing materials and applicable to the Consultant's services hereunder, (c) upon delivery of any reports, studies, or other documents to the Owner, the Owner shall have good title thereto, free from any lien, claim, charge or encumbrance, and (d) it has full power and authority to enter into this Agreement and to perform and complete the work described herein.

3. Independent Contractor. The Consultant shall be deemed an independent contractor responsible for the means and methods necessary to complete the Services. The Consultant shall not be deemed an agent of the Client except to the extent specifically provided in this Agreement.

4. Time. Consultant's Services shall be fully performed within the time stated in Client's request for proposals, if any, or in Client's proposal, or if not so stated, by no later than _____. Time is of the essence under this Agreement. As used in this Agreement, the term "days" shall mean calendar days.

5. Payment to Consultant. Client shall pay Consultant for Consultant's services properly performed under this Agreement. The total amount due to Consultant under this Agreement shall not exceed the following Total Contract Sum, without Client's prior written approval:

Total Contract Sum: _____ (\$_____).

6. Invoices. Except as herein provided, payment shall be made as provided in Consultant's proposal. Consultant shall not invoice more than once per month. All invoices shall be based

on Services properly performed, and shall be sufficiently detailed to allow the Client to determine the propriety of payment. Any provisions contained in the proposal or invoices which set out penalties or interest relating to late payment shall be deemed void and of no effect. The Illinois Local Government Prompt Payment Act shall be deemed controlling as to time that payment is due and as to interest for late payments.

7. Indemnification. Consultant hereby agrees to indemnify and hold Client, its members, officers, agents, and employees (the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all reasonable attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur to the extent arising out of, or occurring in connection with, the performance or breach of performance by Consultant of the Services. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-consultant under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.1. Any provision of any document incorporated into, or referenced by, this Agreement tending or purporting to provide for Client indemnification of Consultant for third party claims shall be considered void and of no effect.

8. Insurance. Consultant shall not commence work under this Agreement until all insurance required hereinbelow is obtained and approved by the Client. Nor shall the Consultant allow any sub-consultant to commence services until all similar insurance required of the sub-consultant has been so obtained. Consultant shall furnish the Client with two (2) original Certificates of Insurance, with Client named as an Additional Insured for General and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to the Client. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to the Client. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (30) days prior written notice has been given to the Client.

Type	Coverage (occ/agg)
Commercial General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000
Workmen's Compensation	None
Professional Liability	\$5,000,000

9. No Encumbrances to Performance. Consultant covenants and warrants that it is not encumbered or in any way prohibited or prevented from performing the services required herein by any rule, ordinance, law, statute, equity, or contractual or quasi-contractual agreement. In the event that any third party asserts rights or legal action in contradiction or dispute with the preceding covenant, Consultant shall, to the fullest extent allowed by law indemnify and hold client harmless from all losses, claims, liabilities, injuries, damages, and expenses including but not limited to, all reasonable attorneys' fees, defense and court costs and expenses, that the Client may incur to the extent arising out of, or occurring in connection with, such assertion of

rights or legal action.

10. Termination. Client may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Consultant. Client shall have no liability to Consultant beyond the date of termination. If the Agreement is terminated for cause, Client shall have no obligation to compensate Consultant for services rendered until all damages, losses, or expenses are ascertained and assessed against amounts otherwise due. In the event that a credit is thereby deemed owing to Client, Consultant shall compensate such credit to Client within thirty days of notification of amount due by Client. In the event that the contract is terminated, only the obligations of performance of scope of services (e.g., obligations of Paragraphs 1.a. through 1.e.) and payment therefor shall be affected. All other provisions (e.g., indemnification, arbitration, etc.) of this Agreement shall remain in effect.

11. Documents. Provided that the Owner is not in default under this Agreement, all documents and other materials (including those in electronic form) prepared by Consultant pursuant to this Agreement are the property of Client.

12. Changes in Scope of Work. Client may, without invalidating this Agreement, direct changes in the scope of Consultant's Services, whether taking the form of additions, deletions, or other revisions. All requested changes shall be in writing. The requirement for a written change cannot be waived. There shall be no implicit or constructive changes. No requested additional services shall be compensated for unless and until the final terms of such change are agreed upon in writing by Client and Consultant.

13. Successors and Assigns. Consultant shall not assign any rights under, or interest in, this Agreement without the prior written consent of Client. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Arbitration. At the sole and exclusive option of Client, any dispute or controversy between Client and Consultant relating to this Agreement shall be resolved by binding arbitration. Arbitration can only be initiated by either 1) written demand for arbitration by Client, or 2) written request for arbitration by Consultant and written acquiescence by Client within thirty days thereafter. Any party having or claiming an interest in the arbitration may be joined. Any arbitration proceeding between Client and Consultant may be consolidated with any other arbitration proceeding providing that such other proceeding involves common issues of law and fact. If the parties agree, the arbitration may be conducted with an agreed upon arbitrator via agreed arbitration rules. If the parties do not so agree, then the arbitration shall be conducted via the applicable rules of either the American Arbitration Association or JAMS, whichever the Client chooses in writing. The arbitrator shall be empowered to establish reasonable rules for the conduct of the arbitration, and shall have sole and exclusive authority to interpret all provisions of this Agreement. Immediately after the arbitrator is empanelled, the arbitrator shall establish a procedure for submission of written contentions of fact and law, and responses thereto. The arbitrator shall be empowered to award reasonable attorneys' fees to the prevailing party. The initial demand or request for arbitration, as the case may be, shall be made in clear and express writing within a reasonable time, but in no event shall such demand or request be valid if made after time would be allowed pursuant to an otherwise applicable statute of limitation or repose.

14.1 Any provisions in Client's proposal referencing or relating to dispute resolution

proceedings or recovery of attorneys' fees relating to dispute shall be void and of no effect.

15. Limitation of Liability or Damages. Any provision of any document incorporated into, or referenced by, this Agreement tending or purporting to abridge, limit, or abrogate the liability of Consultant, or damages payable by Consultant, shall be considered void and of no effect.

16. Controlling Law and Venue. This Agreement is to be governed by the laws of the State of Illinois. Exclusive venue for any dispute resolution proceeding shall be in Cook County, Illinois.

17. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

18. Applicable Laws. Consultant shall comply with all applicable laws, ordinances, codes, regulations, rules, and other legal requirements in the performance of the Services. Further, Consultant shall advise the Client of any legal requirements applicable to the Client in relation to the Services for which the Consultant observes that the Client may not be in compliance.

19. Human Rights Act. To the extent required by law, Consultant shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 *et seq.*

20. Drug Free Workplace. To the extent required by law, Consultant shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*

21. Sexual Harassment Policy. Consultant represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4).

22. Entire Agreement; Conflict. This Agreement represents the entire agreement between Consultant and Client, and supersedes all prior negotiations or agreements, written or oral, which are not included herein. The documents comprising this Agreement include this Agreement, and Client's Request for Proposal, (if any) Client's acceptance of Consultant's proposal (if any) and Consultant's proposal dated February 18, 2011 (except any standard or boiler plate terms and conditions included therein, which are not included). In the event of a conflict between the above documents, the order of precedence shall be in the order listed in this paragraph.

**Board of Education of
Oak Park and River Forest High School
District No. 200**

Consultant

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

OAK PARK AND RIVER FOREST HIGH SCHOOL

201 NORTH SCOVILLE AVENUE • OAK PARK, IL 60302-2296

TO: Board of Education
FROM: Michael Carioscio
DATE: March 24, 2011
SUBJ: Request to utilize TIF funds for Technology Infrastructure projects

BACKGROUND

The technology budget supports the technology plan that was presented to the Board of Education at the Instruction committee of the whole on Thursday January 20, 2011. At that meeting we stated we would provide the financial detail to support that budget in the March Finance committee meeting. The supporting budget was presented at the Finance Committee of the Whole on Tuesday, March 15, 2011.

SUMMARY OF PROPOSAL

Based upon the technology plan, the following infrastructure projects are proposed.

2011-12 District Projects

Description	Proposed	Comments
Wireless	\$ 110,000	Complete instructional space
Projectors	\$ 150,000	1/2 of the classrooms
Content filter	\$ 55,000	Emergency upgrade - will reduce 2011-12 budget
Tablets	\$ 86,000	1/4 of faculty
Website redesign	\$ 50,000	Phase I - navigation
VOIP	\$ 75,000	Pilot
	\$526,000	

We are able to fund \$185,430 from our project budget. This leaves an unmet expense of \$340,570.

RECOMMENDATION

We recommend funding this unmet expense with the River Forest TIF funds. This will enable us to make sure this technology is in place by the beginning of the 2011-12 school year and lay the foundation to provide basic technology to increase student achievement through improved student engagement.

Action: Move to approve \$340,570 in unmet expenses for technology projects for the 2011-12 school year to be taken from the River Forest TIF funds.

Roll Call Vote

Agenda Item VIII. N.

*Oak Park and River Forest High School
District 200
201 North Scoville Avenue • Oak Park, IL 60302-2296*

TO: Board of Education
FROM: Lauren M. Smith, Director of Human Resources
DATE: March 24, 2011
RE: Policies ACTION

Following the February 24, 2011 Board of Education meeting, the following policies were sent to the Alumni Association, APPLE, Boosters, Citizens' Council, the Concert Tour Association, PTO, Student Council, Faculty Senate, and the Instructional Council for their review and comment. To date no comments have been received. It was the consensus of the Policy, Evaluation and Goals Committee (PEG) members to recommend the following policies for second reading and action.

Policy 3310, Contracts/Purchasing
Policy 3820, Energy Management
Policy 4105, Equal Opportunity and Minority Recruitment

On March 17, 2011, the Policy Evaluation and Goals (PEG) Committee members recommended that the Board of Education approve the following policies for first reading at its regular March Board of Education meeting.

Policy 2121, District Leadership Team (DLT) and Building Leadership Team (BLT)
Policy 6133, Consultation with Parents and Teachers Regarding Title I Programs

RECOMMENDATION

Motion: Move to:

- | | | |
|----|---|--------|
| A. | Amend Policy 3310, Contracts/Purchasing | Action |
| B. | Adopt Policy 3820, Energy Management | Action |
| C. | Adopt Policy 4105, Equal Opportunity and Minority Recruitment | Action |
| D. | Approve Policy 2121, DLT and BLT, for First Reading, as presented | Action |
| E. | Approve Policy 6133, Consultation with Parents and Teachers Regarding Title I Programs, for First Reading, as presented | Action |

SECOND READING

POLICY 3310, CONTRACTS/PURCHASING

The Board of Education is responsible for meeting the purchasing needs of the District, including those relating to materials, supplies, equipment, and services, of the quality and quantity required to operate Oak Park and River Forest High School. The Board finds that in order to maximize the interests of the District's residents and taxpayers, as well as suppliers and contractors, and to best protect those interests, a consistently applied policy is required.

All District funds shall be spent prudently and all expenditures of funds shall be made in compliance with the requirements of the School Code of Illinois ("School Code") and other relevant state laws. To this end, the Board of Education directs the Superintendent or a designee and the Chief Financial Officer to establish procedures necessary to achieve fiscal controls and price advantages through the implementation of the following policy of the Board of Education.

- A. Application of School Code. All purchasing, including leasing, shall comply with applicable provisions of the School Code. The Board authorizes the Superintendent or a designee to supervise the purchasing or leasing of all materials, goods, supplies and services for the District in accordance with budget allocations, state laws and sound purchasing practices.
- B. Approval by Board. In accordance with the procedures set forth in Section 10-20.21 of the School Code, the Board of Education will approve all contracts and purchases for supplies, materials or work involving an expenditure in excess of \$25,000, unless specifically exempted by the School Code, or unless specifically authorized to be approved in another manner in accordance with this policy.
- C. Revenue-Generating Contracts. All contracts and purchases for goods or services and that are intended to generate revenue or other remuneration for the District in excess of \$1,000, including without limitation, contracts for vending machines, sports and other attire, class rings, and photographic services, shall be approved by the School Board. The Superintendent or a designee shall ensure that, in accordance with Section 10-20.21(b-5) of the School Code, an attachment is included to the District's annual budget, in the form determined by the Illinois State Board of Education, indicating the names of vendors, the services or products provided, and the actual net revenue and non-monetary remuneration from each of the contracts and agreements identified by this paragraph. In addition, the report will indicate how the revenue was used, and to whom the non-monetary remuneration was distributed.
- D. Quotations
 - 1. For purchases subject to dollar limitations to be awarded through quotations, the Superintendent or a designee shall be authorized to purchase, including by lease, any goods, work or service specifically budgeted which has a sale price within the parameters of the budget.

2. For purchases from \$2500 to \$4999, the Superintendent or a designee shall seek a minimum of two (2) competitive quotations.
3. For purchases from \$5,000 to \$25,000, the Superintendent or a designee shall seek a minimum of three (3) competitive quotations.
4. The Superintendent or a designee may accept or reject any or all quotations obtained through the procedures above.

E. Competitive Bidding

1. For purchases in excess of \$25,000 the Superintendent or a designee shall advertise for sealed bids. Bids shall be awarded by the Board of Education in accordance with the requirements of Section 10-20.21 of the School Code, as well as the Prevailing Wage Act, best business practices as outlined in the Supplemental Regulations to this Policy, and all other applicable law or regulations, as amended from time to time.
2. Contractors, subcontractors, and vendors furnishing goods and services to the District shall be in compliance with all local, state, and federal laws and regulations applicable to persons and entities doing business with a School District. The Superintendent or a designee shall develop administrative rules setting forth these requirements.
3. In every solicitation for bids, the school district will state that firms owned by minorities and women would be encouraged to bid.

F. Approval of Lease. Any lease of equipment or machinery shall not exceed five (5) years and shall be approved by affirmative vote of two-thirds (2/3) of the members of the Board, in accordance with Section 10-23.4a of the School Code.

G. Cooperative Purchasing. The District may participate in cooperative purchasing with other school districts and/or other units of government to take advantage of lower prices for bulk purchasing and to reduce the administrative costs involved in purchasing.

H. Approval by Chief Financial Officer. All purchases of goods and services with District funds shall be made on a purchase order or contract duly executed by the Chief Financial Officer.

I. Conflict of Interest. In accordance with the School Code, the Gift Ban Act, 5 ILCS 430/10-10 and the Public Officer Prohibited Practice Act, 50 ILCS 105/0.01 et seq., no Board of Education member or District employee shall be directly or indirectly involved or own an interest in any contract, work, or business of the District, or in the purchase or sale of any real or personal property by or to the District.

J. Construction Project Change Orders. Notwithstanding any Board policy or other language to the contrary, the Board of Education authorizes the Chief Financial Officer to approve any individual construction contract change order valued less than \$75,000 except for any single construction contract change order that is greater than 10% of the total value of the construction contract subject to the change order in which case the Board of Education must approve the change order. The Chief Financial Officer shall provide the Board of Education with a list of these approved change orders on a monthly basis.

Amended Date(s):	August 27, 2009; October 26, 2006; March 24, 2005; August 25, 1994; May 28, 1992; October 17, 1985; December 19, 1984; November 18, 1982
Adopted Date:	
Review Date:	
Law References:	105 ILCS 5/10-20.21
Related Policies:	
Related Instructions	
And Guidelines:	
Cross Ref.:	

SUPPLEMENTAL REGULATIONS FOR POLICY 3310

I. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

Contractors, subcontractors and vendors furnishing goods and services to the District shall comply with the Illinois Human Rights Commission's Equal Opportunity Clause, 44 Ill.Adm.Code 750.10. The following shall be incorporated by reference in every individual contract or in contract specification:

EQUAL EMPLOYMENT OPPORTUNITY - In the event of the contractors non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract the contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, sexual orientation, national origin or ancestry, age, physical or mental disability unrelated to ability, an unfavorable discharge from military service, or citizenship status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it on its behalf it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry age, physical or mental disability unrelated to ability, or an unfavorable discharge form military service, or citizenship laws.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or

refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel or the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

II. WAGES OF EMPLOYEES ON PUBLIC WORKS

Each bidder shall be required to comply with all applicable provisions of the "Wages of Employees on Public Works Act" (Prevailing Wage Act, 820 ILCS 130/0.01 et seq.) The following stipulations required under law are deemed inserted by reference in all contracts with the school district:

- Not less than the prevailing rate of wages as found by the school district or Department of Labor or determined by the court on review shall be paid to all laborers, workers, and mechanics performing work under the contract.
- If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract for any trade or occupation, owner will notify contractor and each subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the contract sum.

III. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORK PROJECTS

Each bidder shall be required to comply with all applicable provisions of the - Employment of Illinois Workers on Public Works Projects." 30 ILCS 570/0.01 et seq.

The following provision shall be included in all contracts whenever there is a period of excessive unemployment in Illinois, as defined by statute:

The contractor shall employ only Illinois laborers on the public works project or improvement or for the cleaning up and on-site disposal of hazardous waste for school district as required by 30 ILCS 570/0.01 et seq.

IV. SEXUAL HARASSMENT POLICY

Every eligible bidder and every party to a contract shall have written sexual harassment policy that includes the following:

- the illegality of sexual harassment;
- the definition of sexual harassment under state law;
- a description of sexual harassment, utilizing examples;
- contractor's internal complaint process including penalties;
- the legal recourse, investigative, and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission; directions on how to contact the Department and Commission; and protection against retaliation as provided by Section 6-101 of the Human Rights Act.

V. CHARTER BUS SERVICE CONTRACTS

Pursuant to Section 10-20.21(a) of *The School Code of Illinois*, all contracts for providing charter bus services for the sole purpose of transporting students regularly enrolled in grade 12 or below to or from interscholastic athletic or interscholastic or school-sponsored activities must contain clause (A) as set forth below, except that a contract with an out-of-state company may contain clause (B), as set forth below or clause (A). The clause must be set forth in the body of the contract in typeface of at least 12 points and all upper case letters:

- (A) ALL OF THE CHARTER BUS DRIVERS WHO WILL BE PROVIDING SERVICES UNDER THIS CONTRACT HAVE OR WILL HAVE BEFORE ANY SERVICES ARE PROVIDED:

- (1) SUBMITTED THEIR FINGERPRINTS TO THE DEPARTMENT OF STATE POLICE IN THE FORM AND MANNER PRESCRIBED BY THE DEPARTMENT OF STATE POLICE. THESE FINGERPRINTS SHALL BE CHECKED AGAINST THE FINGERPRINT RECORDS NOW AND HEREAFTER FILED IN THE DEPARTMENT OF STATE POLICE AND FEDERAL BUREAU OF INVESTIGATION CRIMINAL HISTORY RECORDS DATABASES. THE FINGERPRINT CHECK HAS RESULTED IN A DETERMINATION THAT THEY HAVE NOT BEEN CONVICTED OF COMMITTING ANY OF THE OFFENSES SET FORTH IN SUBDIVISION (C-1)(4) OF SECTION 6-508 OF THE ILLINOIS VEHICLE CODE; AND
- (2) DEMONSTRATED PHYSICAL FITNESS TO OPERATE SCHOOL BUSES BY SUBMITTING THE RESULTS OF A MEDICAL EXAMINATION, INCLUDING TESTS FOR DRUG USE, TO A STATE REGULATORY AGENCY.”

Amended Date(s):	October 26, 2006; August 25, 1994
Adopted Date:	May 28, 1992
Review Date:	
Law Reference:	
Related Policies:	
Related Instructions	
And Guidelines:	
Cross Ref.:	

POLICY 3820, ENERGY MANAGEMENT

The District shall participate in energy conservation programs approved by the School Board. Energy management is necessary in order for the District to: minimize the impact energy cost increases will have on the budget, maintain a reliable supply of energy to meet the functional needs of the District, and ensure that energy is used efficiently.

A strong commitment on the part of the Board and the Administration is important to an effective energy management program. It shall be the responsibility of each District employee and student to actively participate in conservation efforts in order to reduce consumption to levels prescribed by state, federal and local rules.

The Director of Buildings and Grounds/designee shall implement, direct, monitor, evaluate and report District energy conservation efforts to the Board.

Amended Date(s):

Adopted Date:

Review Date:

Law Reference: IBC 101.4.7

Related Policies: 2009 International Energy Conservation Code.

Related Instructions.

And Guidelines: Energy Policy Act.

Cross Ref.: The School Code of Illinois

Revised:

ENERGY MANAGEMENT PROCEDURES

All operations of District facilities shall be governed by the following and participation is mandatory for all staff and students of Oak Park and River Forest High School District 200.

A. Lighting

1. All lights will be turned off in any area which will be unoccupied for a period in excess of fifteen (15) minutes except in corridors, stairwells and at exits as required by code.
2. During design and relamping projects, consideration should be given to provide lighting within the following range:
 - a. Classrooms and offices 45-50 foot-candles (fc) but not less than 30 fc
 - b. Corridors 20 fc but not less than 10 fc
 - c. Storage Not less than 10 fc
 - d. Gyms 55 – 95 fc but not less than 30 fc
3. Natural lighting shall be used where possible to attain lighting levels within the above ranges. For cleaning during off hours and in the morning when the building is being opened, the custodial staff shall only turn on lighting where needed. Building should be fully illuminated no more than 45 minutes before the normally scheduled arrival time for teaching and administrative staff. Old building lights will be turned off at 4:30pm Mon-Fri except on days when School is not in session or deemed necessary by the Director of Buildings and Grounds. Student Center and South Hall lights will remain on until 8:00pm Mon-Fri except for prior from the Director of Buildings and Grounds.

B. Temperature Control

1. For the heating season, which generally runs from October 15 through May 15, temperatures in classrooms and offices will be maintained at a 68° set point in occupied mode and at 55° in unoccupied mode.
2. In those facilities that are air conditioned, a 76° occupied set point with an 82° unoccupied set point will be maintained during the cooling season, which generally runs from May 15th to October 15th.
3. The cooling systems in auditoriums shall maintain a 74° occupied set point.
4. Locker rooms shall maintain a 72° occupied set point during the heating season.
5. Non-classroom warehouse and garage facilities, when unoccupied by personnel, will be maintained at 55° during the heating season.
6. Special consideration will be given to certain daycare and special education classrooms where possible.
7. Personnel will not obstruct ventilation ducts or return grilles with books, charts, furniture or plants.

8. All windows and doors must be kept closed during the heating season or when air conditioning units are in operation.
9. Entrances and exits to all buildings shall be limited in their use when possible to minimize heat loss.
10. Broken windows, doors, non-functioning door closers, missing or damaged weather stripping, etc., shall be reported to the Building and Grounds office in a timely manner.
11. Unauthorized personnel or students found tampering (e.g., placing ice or wet towels on thermostats) with temperature regulating devices, such as thermostats or valves, will be provided guidance regarding compliance.
12. Portable space heaters or air conditioners of any kind are banned from use within District facilities, except where provided by Buildings and Grounds.
13. Employees and students are encouraged to wear sweaters, sweatshirts or similar clothing during the heating season.

C. Scheduling

1. Small group activities will not be scheduled in large areas such as auditoriums and gymnasiums. Use of such areas will be coordinated with the maintenance staff to enable reduced lighting and heating during periods of non-use.
2. At the end of the school or office day, all windows shall be closed, the blinds or shades drawn to approximately $\frac{3}{4}$ the distance from the top of the window to the windowsill, and the lights turned off. Cleaning staff will turn lights on only for the period when a specific area is being cleaned. On windows with a western exposure, the blinds should be adjusted to allow the sun to warm building during heating season or to block out the sun during cooling season where appropriate.
3. The District shall encourage coordinating facility usage with available heating and air conditioning units that serve the area to be used in order to reduce energy usage.

D. Other

1. The domestic hot water temperature set point will be 120°. Food Services operations requiring higher temperature levels by code shall use booster units or dedicated water heaters when possible.
2. Pools shall be kept at a temperature of no less than 80°, but no warmer than 82°, consistent with the recommendation of the National Federation of State High School Association for school pools.
3. Office Equipment – shut off copiers that do not have power saving options, laminators, etc., at the end of the day. Computers should utilize energy savings options within the operating system.

4. The use of personal appliances in classrooms, such as free standing lamps, electric coffee makers, microwaves, refrigerators, toaster ovens, pizza makers and /or other cooking or refrigeration appliances will not be allowed. The use of small fans, radios and desk lamps is allowed, but should be turned off when not in use.
5. Request for exemptions and hot and cold complaints must be addressed in work order form to the Director of Buildings and Grounds, at which time he/she will investigate the complaint or request for exemption. If the issue cannot be resolved while adhering to the energy policy, the Director of Buildings and Grounds shall make the determination as to what action, if any, will be taken. The Buildings and Grounds Department reserves the right to adjust set points up or down in a given area to provide the best overall performance of the HVAC system.
6. Vending Machines – Only energy efficient vending machines will be allowed within the District.
7. The District will continue to explore new energy savings technology in heating, air conditioning and lighting controls.

Policy 4105, Equal Employment Opportunity and Minority Recruitment

General Personnel

The School District shall provide equal employment opportunities to all persons regardless of their race, color, creed, religion, national origin, sex, sexual orientation, age, ancestry, marital status, arrest record, military status, order of protection status, unfavorable military discharge, citizenship status provided the individual is authorized to work in the United States, use of lawful products while not at work, being a victim of domestic or sexual violence, genetic information, physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation, credit history, unless a satisfactory credit history is an established bona fide occupational requirement of a particular position, or other legally protected categories.

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager for the Uniform Grievance Procedure. These individuals are listed below. No employee or applicant will be discriminated or retaliated against because he or she initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information.

Administrative Implementation

The Superintendent shall appoint a Nondiscrimination Coordinator for personnel who shall be responsible for coordinating the District's nondiscrimination efforts. The Nondiscrimination Coordinator may be the Superintendent or a Complaint Manager for the Uniform Grievance Procedure. The Superintendent shall insert into this policy the names, addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers.

Nondiscrimination Coordinator:

Name

Address

Telephone

Complaint Managers:

Name

Name

Address

Address

Telephone

Telephone

The Superintendent shall also use reasonable measures to inform staff members and applicants that the District is an equal opportunity employer, such as, by posting required notices and including this policy in the appropriate handbooks.

Minority Recruitment

The District will attempt to recruit and hire minority employees. The implementation of this policy may include advertising openings in minority publications, participating in minority job fairs, and recruiting at colleges and universities with significant minority enrollments. This policy, however, does not require or permit the District to give preferential treatment or special rights based on a protected status without evidence of past discrimination.

Amended Date(s):

Adopted Date:

Review Date:

Law Reference:

Age Discrimination in Employment Act, 29 U.S.C. §621; et seq., Americans With Disabilities Act, Title I, 42 U.S.C. §12111 et seq. Civil Rights Act of 1991, 29 U.S.C. §§621 et seq., 42 U.S.C. §1981 et seq., §2000e et seq., and §12101 et seq., Equal Employment Opportunities Act (Title VII of the Civil Rights Act of 1964), 42 U.S.C. §2000e et seq., 29 C.F.R. Part 1601, Equal Pay Act, 29 U.S.C. §206(d), Employee Credit Privacy Act, 820 ILCS 70/.; Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff et seq.; Immigration Reform and Control Act, 8 U.S.C. §1324a et seq. Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq.; Pregnancy Discrimination Act, 42. U.S.C. §2000e(k). Title IX of the Education Amendments, 20 U.S.C. §1681 et seq., 34 C.F.R. Part 106; Uniformed Services Employment and Reemployment Rights Act (1994), 38 U.S.C. §§4301 et seq.; Ill. Constitution, Art. I, §§17, 18, and 19; 105 ILCS 5/10-20.7, 5/10-20.7a, 5/10-21.1, 5/10-22.4, 5/10-23.5, 5/22-19, 5/24-4, 5/24-4.1, and 5/24-7; Genetic Information Protection Act, 410 ILCS 513/25; Ill. Whistleblower Act, 740 ILCS 174/.; Ill. Human Rights Act, 775 ILCS 5/1-103 and 5/2-102; Religious Freedom Restoration Act, 775 ILCS 35/5; Ill. Equal Pay Act of 2003, 820 ILCS 112/; Victims' Economic Security and Safety Act, 820 ILCS 180/30; 23 Ill.Admin.Code §1.230.

Related Policies:

Related Instructions

And Guidelines:

Cross Ref.:

FIRST READING

Policy 2121, District Leadership Team (DLT) and Building Leadership Team (BLT)

~~The District Leadership Team (DLT) is comprised of the Superintendent, Assistant Superintendent for Curriculum and Instruction, the Director of Human Resources, Chief Financial Officer, Director of Assessment and Research, Principal, Chief Information Officer, and Communications and Community Relations Coordinator. The Superintendent will determine the composition of the District Leadership Team.~~

The Superintendent will designate a member of the DLT to assume the Superintendent responsibilities in the Superintendent's absence. General responsibilities are assigned by the Superintendent. The DLT will meet to discuss topics related to the District.

~~The Building Leadership Team (BLT) is comprised of the Principal, Assistant Principal for Student Activities, Assistant Principal for Student Health and Safety, Assistant Principal for Student Services, and Athletic Director. The principal will determine the composition of the BLT Leadership Team. The Principal will designate a member of the BLT to assume the Principal's responsibilities in the Principal's absence. General responsibilities are assigned by the Principal. The BLT will meet to discuss topics related to the building.~~

Position descriptions are reviewed and evaluations are conducted annually by the Superintendent and are on file in the Human Resources Office.

Amended:	June 24, 2010; October 24, 2002; June 24, 1993; March 15, 1979
Adopted:	July 18, 1974
Review Date:	
Law Reference:	
Related Policies:	
Related Instructions	
And Guidelines:	
Cross Ref.:	

Policy 6133, CONSULTATION WITH PARENTS AND TEACHERS regarding title I programs

The Superintendent (or his/her designee) shall pursue available Title I funding to supplement instructional services and activities in order to improve the educational opportunities of educationally or economically disadvantaged students. Supplemental instructional services and activities that use Title I funding shall include opportunities for involvement of parents/guardians of students receiving services, or who have students enrolled in programs.

The Superintendent (or his/her designee) shall develop parent/guardian involvement guidelines according to Title I requirements. The guidelines shall contain (1) a process for involving parents/guardians in program development and implementation; (2) a shared understanding of how parents/guardians, the entire school staff, and students share responsibility for improved student academic achievement; (3) the means by which the school and parents/guardians build and develop a partnership to help children achieve, and (4) other provisions as required by federal law. The Superintendent (or his/her designee) shall ensure that these guidelines are distributed to parents/guardians of students receiving services or who have students enrolled in programs supported by Title I funding.

PART I. GENERAL EXPECTATIONS

Oak Park River Forest High School (OPRFHS) agrees to implement the following statutory requirements:

- The school will work to ensure that the required school level parental involvement policies meet the requirements of 20 U.S.C. 6318 and each include, as a component, a school-parent compact consistent with 20 U.S.C. 6318(d).

OPRFHS will notify parents of the policy in an understandable and uniform format and, to the extent practicable, in a language the parents can understand. The policy will be made available to the local community and updated periodically to meet the changing needs of parents and OPRFHS.

In carrying out the parental involvement requirements of Title I, Part A, to the extent practicable OPRFHS will provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under section 6318 of the ESEA to the extent practicable in a language and format that parents understand. Translators will be used when necessary.

- If the OPRFHS program plan for Title I, Part A, developed under section 6312 of the ESEA, is not satisfactory to the parents of participating children, OPRFHS will submit any parent comments with the plan when it is submitted to the District 200 District Leadership Team (DLT) and District 200 Board of Education

- OPRFHS will involve the parents of children served in Title I, Part A at OPRFHS in decisions about how the 1 percent of Title I, Part A funds reserved for parental involvement is spent, and will ensure that not less than 95 percent of the 1 percent reserved goes directly to OPRFHS. This will be done during the regularly scheduled (twice yearly) Title I parent focus groups.
- OPRFHS will provide other reasonable support for parental involvement activities under section 6318 of the ESEA as the parents may request.

PART II. DESCRIPTION OF HOW OPRFHS WILL IMPLEMENT REQUIRED SCHOOL PARENTAL INVOLVEMENT POLICY COMPONENT

1. Oak Park River Forest High School will take the following actions to involve parents in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under Section 6318 of the ESEA:
 - Publicizing District 200 BOE meetings in local papers, on school web page, on master calendar, and in weekly list serve to encourage parental attendance
 - Having parental representation on the School Improvement Plan Committee (SIP)
 - Allowing parents to access School Improvement Plan via the internet and encouraging feedback from Title I parents
2. Oak Park River Forest High School will hold an annual meeting to inform parents of the school's participation in Title I, Part A programs, and to explain the Title I, Part A requirements and the right of parents to be involved in Title I, Part A programs. The school will convene the meeting at a time convenient for parents and will offer a flexible number of additional parental involvement meetings, such as in the morning or evening, so that as many parents as possible are able to attend. The school will invite all parents of children participating in Title I, Part A programs to this meeting, and will encourage them to attend, by:
 - Organizing regular Title I parent meetings
 - Mailing invitation to all Title I parents
 - Making Reminder phone call to all Title I parents
 - Emailing notification to all Title I parents
 - Listing the event on Master School Calendar
 - Listing event on weekly list serve
 - Publicizing the event in Parent Connection newsletter
3. Oak Park River Forest High School will provide parents of participating children information in a timely manner about Title I, Part A programs that includes a description and explanation of the school's curriculum, the forms of academic assessment used to measure children's progress, and the proficiency levels students are expected to meet by:

- Conducting regular parent meetings
- Sending out regular parent mailings
- Scheduling annual one-to-one parent meetings with Outreach Coordinator for incoming Title I parents
- Setting up Annual parent/teacher conferences with Title I parents
- Organizing an annual Parent "Back to School Night"
- Sending out Written Failure Notification
- Scheduling Special parent meeting with teacher when Title I student's progress doesn't meet expectations

4. Oak Park River Forest High School will, at the request of the parents, provide opportunities for regular meetings for parents to formulate suggestions and to participate, as appropriate, in decisions about the education of their children and to respond to any such suggestions as soon as practicably possible, by:

- Organizing Title I Parent Focus Groups a minimum of twice a year
- Including suggestions from parents as an agenda item on weekly Building Leadership Team meetings.
- Including any action items as a result of parent suggestions on weekly list serve
- Including those action items in quarterly newsletters
- Including those action items in Parent Connection e-newsletter

5. Oak Park River Forest High School will provide assistance to parents of children served by the school, as appropriate, in understanding such topics as the state's academic content standards, the state's student academic achievement standards, the state and local academic assessments including alternate assessments, the requirements of Part A of the ESEA, how to monitor their child's progress, and how to work with educators by --

- Organizing regular Title I parent meetings
- Scheduling one-to-one parent meetings with Parent Outreach Coordinator
- Mailings to parents
- Scheduling annual Parent/Teacher meetings
- Conducting Family Access Training (electronic access to student's progress in individual courses in real time.
- Organizing annual transition meetings for 8th grade parents

6. Oak Park River Forest High School will provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training and using technology, as appropriate, to foster parental involvement, by:

- Scheduling regular parent meetings to review materials and/or software programs available to them to help improve their student's academic performance
- Offering Free parent classes in frequently used software programs

7. Oak Park River Forest High School will, with the assistance of its parents, educate its teachers, pupil services personnel, principals and other staff in how to reach out to, communicate with, and work with parents as equal partners in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, by:

- Setting up yearly parent panels to have meaningful dialogue with school personnel as part of ongoing professional development for Faculty and Staff.

8. Oak Park River Forest High School will, to the extent feasible and appropriate, conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children, by:

- Holding workshops and meetings during the summer before students begin ninth grade classes.
- Identifying staff whose primary purpose is to reach out to parents and assist them in supporting their students' school experiences.

9. Oak Park River Forest High School will take the following actions to ensure that information related to the school and parent-programs, meetings, and other activities is sent to parents of participating children in a format, and to the extent practicable, in a language the parents can understand:

- Sending mailings will be sent to parents
- Making Phone calls to Title I parents
- Sending Email notifications to Title I parents
- Listing Events on school calendar
- Posting Events on school's web page
- Highlighting Events on weekly list serve
- Highlighting Events in Parent Connection eNewsletter
- Providing translators as needed for any conferences or parent meetings

PART IV. ADOPTION

This School Parental Involvement Policy has been developed jointly with, and agreed on with, parents of children participating in Title I, Part A programs, as evidenced by

_____:

This policy was adopted by the Oak Park River Forest High School on TBD and will be in effect for the period of the 2011-2012 school year. The school will distribute this policy to all parents of participating Title I, Part A children on or before August 1, 2011.

(Signature of Authorized Official)

Amended: October 22, 2009; November 16, 2006
Adopted: April 27, 1988
Review Date:
Law Reference:
Related Policies:
Related Instructions
And Guidelines:
Cross Ref.:

PARENT COMPACT to accompany Policy 6133

Oak Park River Forest High School (OPRFHS) and the parents of the students participating in activities, services, and programs funded by Title I, Part A of the Elementary and Secondary Education Act (ESEA), agree that this compact outlines how the parents, the entire school staff, and the students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership that will help students achieve the State's high standards.

This school-parent compact is in effect during the 2011-2012 school year.

REQUIRED SCHOOL-PARENT COMPACT PROVISIONS

Provisions bolded in this section are required to be in the Title I, Part A school-parent compact.

School Responsibilities

Oak Park River Forest High School (OPRFHS) will:

1. Provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the participating children to meet the State's student academic achievement standards as follows:

OPRFHS will provide teachers who are rated as highly qualified in the subjects they are teaching.

OPRFHS will provide teachers ongoing professional development to enable them to be

knowledgeable of the latest tools and techniques available to help your student succeed. OPRFHS

teachers will provide regular and consistent times during which they will be available to help

students who need additional help. OPRFHS will maintain a tutoring center which will be

available to students both before and after school if the student needs additional help.

2. Hold parent-teacher conferences annually during which this compact will be discussed as it relates to the individual child's achievement as follows:

Parent/teacher conferences will be held in the fall typically after the end of the first grading period. In addition to the regularly scheduled parent/teacher conferences, each teacher will explain the process for ongoing communication throughout the school year on the course syllabus. Most teachers will require that the student return a parent-signed syllabus to ensure the parent has seen and reviewed the communication policy of that teacher. One of the communication options for parents will be a process to schedule one to one parent/teacher meetings at other times during the year if requested. All reasonable accommodations will be made to

ensure that parents have this opportunity regardless of English proficiency or disabilities. Translators will be used when necessary.

3. Provide parents with frequent reports on their children's progress. Specifically, the school will provide reports as follows:

Grade reports will be mailed to parents two times each semester. Mid-Quarter Failure Warnings will be mailed to parents of students who are reported as receiving a "D" or an "F" by the midpoint of the 9 week grading period. Parents will have access to their student's progress on a daily basis electronically through our Family Access system. Teachers will update student's grades in Family Access as often as is reasonable.

4. Provide parents reasonable access to staff. Specifically, faculty and staff will be available for consultation with parents as follows:

Faculty and staff will be available for consultation with parents annually during the parent/teacher conferences. Each OPRFHS teacher will provide parents a process to arrange additional consultation time as needed. The process will be explained to parents on the course syllabus at the beginning of the semester and during "Back to School Night"

5. Provide parents opportunities to volunteer at OPRFHS, and to participate in their child's class and to observe classroom activities, as follows:

Parents who are interested in volunteer opportunities should contact our volunteer coordinator, Kay Foran, at 708-434-3099. There are frequently volunteer opportunities doing parent reminder calls, career mentoring and various other school support activities. There are also numerous volunteer opportunities through our OPRFHS Parent Groups they are:

-APPLE

-Boosters

-Citizens' Council

- Concert Tour Association

-PTO

There will be an opportunity for parents to observe classroom activities annually on Parent Visitation Day. Parents will be notified of the date for Parent Visitation Day by mail, list serve, email, and school calendar.

Parent Responsibilities

We, as parents, will support our children's learning in the following ways:

- Monitoring attendance.
- Ensuring that homework is completed.
- Monitoring amount of television students watch.
- Taking advantage of the opportunities to volunteer at OPRFHS
- Participating, as appropriate, in decisions relating to my student's education.
- Promoting positive use of my student's extracurricular time.
- Staying informed about my student's education and communicating with the OPRFHS by promptly reading all notices from the school or District 200 either received by my child or by mail and responding, as appropriate.
- Serving, to the extent possible, on policy advisory groups, such as being the Title I, Part A parent representative on the OPRFHS's School Improvement Team, the Title I Policy Advisory Committee, the District-wide Policy Advisory Council, the State's Committee of Practitioners, the School Support Team or other school advisory or policy groups.

Student Responsibilities (revise as appropriate to grade level)

We, as students, will share the responsibility to improve our academic achievement and achieve the state's high standards. Specifically, we will:

- Establish and maintain good communication with my teachers; speak up and make teachers aware when I do not understand; seek help when needed; be alert to academic expectations; show a genuine interest in my work.
- Be punctual and regular in attendance to all classes and commitments.
- Be organized, budget my time, and complete all assignments.
- Become familiar with OPRFHS's graduation requirements and the admission and graduation requirements for the college of my choice.
- Be aware of my academic progress; take ownership of tracking my progress in each class; track my progress towards graduation and college admission requirements.

School _____ Date _____

Parent _____ Date _____

Student _____ Date _____

TO: Board of Education
FROM: Cheryl L. Witham, Chief Financial Officer and Treasurer
DATE: March 24, 2011
RE: Public Hearing on the Life Safety Amendment #21

INFORMATION

BACKGROUND

The Oak Park and River Forest High School uses Life Safety Funds for projects allowed under this funding by the Illinois State Board of Education. This year many building improvement projects will be accomplished and some will use these funds.

SUMMARY OF FINDINGS

There will be a Public Hearing during the regular March Board of Education meeting. At this time, there will be an opportunity for public comment.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

INFORMATION

AGENDA ITEM X. A.

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education
FROM: Cheryl L. Witham
DATE: March 24, 2011
RE: Approval of Life Safety Amendment #21

BACKGROUND

The Oak Park and River Forest High School uses Life Safety Funds for projects allowed under this funding by the Illinois State Board of Education. This year many building improvement projects will be accomplished and some will use these funds. The District is required to seek Board approval of Life Safety Amendments.

A Public Hearing will be held on March 24, 2011

SUMMARY OF FINDINGS

Projects that are being proposed for this summer include:

1. Remove and replace existing ceiling system and light fixtures
2. Remove existing galvanized steel domestic water piping and replace with copper piping.
3. Remove and replace vinyl asbestos floor tile.

RECOMMENDATIONS

MOTION: To approve the Life Safety Amendment #21 as presented.

ROLL CALL VOTE

AGENDA ITEM X. B.

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education
FROM: Cheryl L. Witham
DATE: March 24, 2011
RE: Approval of Construction Manager Contract

BACKGROUND

Attached is the construction manager's contract with Henry Bros. Ken Florey will be available for questions.

SUMMARY OF FINDINGS

RECOMMENDATION

To approve this contract as presented.

Motion: move to approve the contract with Henry Bros., as the Construction Manager, and the General Conditions of the contract for Construction, for the 2011 Renovation, as presented.

AGENDA ITEM NO. X. C.

Roll Call Vote



AIA[®] Document A134[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price

AGREEMENT made as of the 22nd day of March in the year 2011
(In words, indicate day, month and year.)

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

Oak Park and River Forest High School District 200

and the Construction Manager:
(Name, legal status and address)

Henry Bros. Construction Management Services, LLC
9821 South 78th Avenue
Hickory Hills, Illinois 60457

for the following Project:
(Name and address or location)

Project Name
2011 Renovation

The Architect:
(Name, legal status and address)

Legat Architects
2015 Spring Road, Suite 175
Oak Brook, Illinois 60523

The Owner's Designated Representative:
(Name, address and other information)

The Construction Manager's Designated Representative:
(Name, address and other information)

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

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

The Architect's Designated Representative:
(Name, address and other information)

The Owner and Construction Manager agree as follows.

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 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 the 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. ~~Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 2.2.4 and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.5.~~ The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.2.1 The Construction Manager has been engaged to provide professional construction management services because of its character, expertise, experience, education, depth of experienced personnel, and qualifications in dealing with projects of similar scope, complexity, and magnitude.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in an amended A201–2007, which document is attached hereto and incorporated as amended herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

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§ 1.4 Contract Sum, Contract Time and Changes in the Work

The Contract Sum is the actual Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee as defined in Section 5.1. The Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work as certified by the Architect in accordance with Section 9.8 of AIA Document A201-2007. The Contract Time shall be measured from the date of commencement of the Construction Phase as established pursuant to Section 2.3.1.2 of this Agreement. Changes in the Work shall be governed by Section 5.2 of this Agreement and not by Article 7 of A201-2007. If, however, the Contract Time has been established in accordance with Section 2.2.4.5, Article 7 of A201-2007 shall control adjustments to the Contract Time.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. § 2.0.1 The Construction Manager shall perform the services described in this Agreement. The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.0.2 The Construction Manager shall designate an authorized representative who shall have express authority granted by the Construction Manager to bind the Construction Manager with respect to all matters requiring the Construction Manager's approval or authorization. Construction Manager's representative shall have the authority to make representations on behalf of the Construction Manager concerning estimates and schedules, construction budgets, changes in the Work, and all other matters related to this Agreement.

§ 2.0.3 In addition to the other responsibilities set out below for pre-construction and bidding phases, the Construction Manager shall also perform the following tasks relative to Minority Owned Business Enterprises (MBE) and Female Owned Business Enterprises (FBE):

- a) The Construction Manager will advise the Owner as to potential alternatives for increasing participation on the Project by MBE and FBE firms.
- b) If any of the alternatives are selected by the Owner, the Construction Manager will coordinate the planned use of increased MBE/FBE and labor goals throughout design, bidding, and construction phases.
- c) The Construction Manager will coordinate with the Project team (in the design phase) to recommend and review split bid packages, the divisions of work and how MBE/FBE firms and the labor force can meet the needs of those bid packages. Constructability of the project must not be compromised in the attainment of these goals.
- d) Construction Manager will ensure that the Instructions to Bidders and Bid Form shall require bidders to identify all MBE/FBE firms which the bidder contacted in order to solicit sub-bids.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.1.1 Upon request of Owner, Construction Manager shall initiate a meeting, or meetings if necessary, between Owner, Architect, and Construction Manager to review the Owner's program, outline the goals and objectives of the entire program, and establish, as enumerated in the Contract Documents, the working relationship of the team members.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Control Estimate; the components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.3.1 The Construction Manager shall assist the Owner and Architect in preparing Construction Contracts and advise the Owner on the acceptability of sub-tier subcontractors and material suppliers proposed by Subcontractors. The Construction Manager shall submit for review and approval to Owner, or its attorneys if designated by Owner, all agreements and conditions prepared for submission to bidders prior to release of bidding information.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Construction Manager submits a Control Estimate for the Work, pursuant to Section 2.2. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.6.1 Owner is a public entity bound by 110 ILCS 805/3-27.1 and is required to publicly bid all construction contracts and all construction contracts ("Trade Agreements") shall be awarded to the lowest responsible responsive bidder. Once the lowest responsible responsive multiple prime trade bidders, (hereinafter referred to as "Trade Contractors") are identified, Owner shall assign the Trade Contracts to Construction Manager.

The Trade Agreements shall incorporate substantially the following provisions:

Though this Contract has been awarded by the Owner after advertisement for bids, upon award of the Contract by the Owner, the Owner shall be deemed to have assigned and set over portions of its rights

and interest in this Agreement to Henry Bros. Construction Management Services, LLC, which is identified herein as the Construction Manager.

By submitting its bid, the Trade Contractor shall be deemed to have consented to the aforesaid assignment, and to have agreed to become an assigned subcontractor ("Subcontractor") to Construction Manager and to sign the specimen Subcontract form.

Upon assignment, the Subcontractor shall become a subcontractor of the Construction Manager pursuant to this Agreement, and, except as identified within this Agreement and as provided by law, will no longer have any rights under the Trade Agreement against the Owner, but all of its rights under this Agreement shall be against the Construction Manager.

§ 2.1.6.2 Construction Manager shall prepare all bid invitations, instructions to bidders, and general and supplementary conditions. Drawings and technical specifications shall be provided by the Architect.

§ 2.1.6.2.1 Construction Manager will ensure that the Instructions to Bidders require the bidders to contact at least three MBE/FBE firms in order to solicit bids, or in the alternative, to explain on the Bid Form why three firms could not be contacted. Additionally, Construction Manager will ensure that the Bid Form shall provide space for the bidder to identify the firms contacted, or explanation why firms were not contacted.

§ 2.1.6.3 Prior to advertisement for bids, Construction Manager shall provide all Trade Agreements to the Owner's attorneys for review and comment.

§ 2.1.6.4 Construction Manager shall conduct pre-bid meetings with interested bidders in accordance with publicly announced scheduled meetings.

§ 2.1.6.5 The Owner shall receive bids, and, after forwarding to Construction Manager, Construction Manager will prepare bid analyses and make recommendations to the Owner for the Owner's award of Trade Agreements or rejection of bids.

§ 2.1.6.6 All bidders must agree to sign the Subcontract Agreement documents prepared by Construction Manager which shall require full compliance with all state and local laws, including, without limitation, the Illinois Prevailing Wage Act.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the advertisement for bids, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules, including the Control Estimate and the estimated date of Substantial Completion, except as provided in Section 2.2.4.5. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.1.10 PERMITS

The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Subcontractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 2.2 Control Estimate

~~§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the completion of the Construction Documents by the Architect, and before advertisement for bids, the~~ Construction Manager shall prepare a Control Estimate for the Owner's review and acceptance. The Control Estimate shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee and shall include those items set forth in Section 2.2.4 below. When the Control Estimate is acceptable to the Owner, ~~the Owner shall, upon request by the Construction Manager, acknowledge it in writing.~~

§ 2.2.2 The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Construction Manager's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 2.2.3 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 2.2.4 The Control Estimate shall include

- .1 a list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 a list of the clarifications and assumptions made by the Construction Manager in the preparation of the Control Estimate, including assumptions under Section 2.2.3, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and the Construction Manager's Fee;
- .4 the anticipated date of Substantial Completion upon which the Control Estimate is based, and a schedule for the issuance dates of the Construction Documents upon which the anticipated Substantial Completion date relies; and
- .5 a statement as to whether or not the duration from the stated date of commencement of the Construction Phase to the estimated date of Substantial Completion shall become the Contract Time and be subject to the provisions of Article 8 of A201-2007.

§ 2.2.5 The Owner shall authorize the Architect to incorporate the agreed-upon assumptions and clarifications contained in the Control Estimate. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Drawings and Specifications.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

~~§ 2.3.1.2 The Construction Phase shall commence upon the Owner's approval of the Control Estimate or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.~~ issuance of a Notice to Proceed.

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§ 2.3.1.3 Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. All trade Work shall be performed by Subcontractors, as assigned as set forth elsewhere in this Agreement, or by Construction Manager provided Construction Manager was the lowest responsible bidder for the particular Trade Contract bid. If the Construction Manager has reasonable objection to any Subcontractor who is considered the lowest responsive bidder, it shall be the burden of Construction Manager to present demonstrative evidence that the bidder is not responsible except that Construction Manager shall have discretion to recommend rejection of any Subcontractor who does not provide a performance and payment bond or who cannot demonstrate consistent conformance with wages paid under the Illinois Prevailing Wage Act or who will disturb labor harmony.

§ 2.3.2.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.3 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2. Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee.

§ 2.3.2.4 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect. If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 Upon the Owner's approval of the Control Estimate, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007. The Construction Manager shall prepare and regularly update no less than once per month a Construction Schedule utilizing a format regularly utilized by Construction Manager in Critical Path Method (CPM), which incorporates the activities of the Subcontractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, Product Data and Samples and delivery of products requiring long lead time and procurement. Additionally, the schedule shall be in accordance with applicable Sections of A201™-2007, as amended, including the Owner's requirement for Substantial Completion of _____ and Final Completion of _____.

§ 2.3.2.6 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner. develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for

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uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.3.2.7 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Subcontractors for apparent compliance with subcontract requirements. The Construction Manager shall transmit to the Architect those submittals which have been reviewed by the Construction Manager. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractors. The Construction Manager shall receive and process all other submittals required by the Construction Documents, including certified payrolls, work plans, safety plans, periodic schedule updates, and the like.

§ 2.3.2.7.1 The Construction Manager shall create and maintain a log of all submittals showing, at a minimum, the dates of submittal, review, and return, disposition, and description.

§ 2.3.2.8 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.9 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases. If notified by a Subcontractor, Construction Manager shall provide immediate written notice to the Owner and Architect if the Construction Manager discovers the existence, of any and all hazardous material, including, but not limited to any lead or lead based material and asbestos, asbestos-related products including the extent and location of same. Construction Manager shall not be responsible for the removal, encapsulation, transportation or disposal of any hazardous material.

§ 2.6 CONSTRUCTION MANAGER STAFFING Construction Manager shall staff the Project as follows: Construction Manager shall maintain one competent full-time superintendent at the Project site to coordinate and provide supervision of the Work and progress of the Subcontractors on the Project who shall devote full-time to the Project and who, so long as they remain in the employ of Construction Manager or any subsidiary or affiliate thereof, shall be removed from the Project except with the prior written consent of the Owner. If any such individual is no longer employed on the Project pursuant to this paragraph, Construction Manager shall propose to Owner the names of other individuals as substitutes. No person shall be employed on the Project as to whom Owner has reasonable objection. If Owner notifies Construction Manager that it has reasonable objection to any such individual, Construction Manager shall remove such person from the Project and propose substitutes to Owner for Owner's approval.

§ 2.8 SCHEDULE

§2.8.1 Time is of the essence of this contract. Construction Manager, with the Owner's approval shall establish the Construction Schedule. It is the duty of the Construction Manager to schedule, sequence and coordinate the performance of the Subcontractors on the Project so that completion shall be in accordance with the Construction Schedule provided, however, Construction Manager shall not be liable to achieve any particular "Finish" date or any "Milestone Date" other than the agreed Dates of Substantial Completion and Final Completion subject to time extension for excusable delays as set forth in Section 8.3.1 of A201-2007.

§2.8.2 The Construction Schedule shall commence with the notice to proceed, and shall schedule the Subcontractors' Work using a Critical Path Method or other scheduling methodology suggested by Trade Contractor and approved by Owner. Construction Manager shall update the Project Construction Schedule on a monthly basis to show current and forecasted progress and completion. A copy of each schedule shall be transmitted to the Owner, Architect and each Subcontractor. Additionally, Construction Manager shall develop a look-ahead schedule for discussion at each weekly construction coordination meeting. The weekly look-ahead shall, at a minimum, show the schedule for the past week and upcoming two weeks.

§2.8.3 If a monthly Project Schedule update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner.

§ 2.9 COST RECORDS Construction Manager shall verify and maintain in accordance with generally accepted accounting principles detailed cost accounting records on authorized work performed on the basis of unit costs, actual costs for labor and materials and other bases showing all costs, and shall maintain and transmit to Owner all receipts, invoices, purchase orders, canceled checks, bills of lading and other documents and evidence of payment or indebtedness to support such records as Owner may request. Construction Manager shall audit, verify and recommend approval of all Change Orders submitted by Subcontractors. Construction Manager shall afford the Owner access to these records and preserve them for a period of three (3) years after final payment.

§2.10 CONTRACT CLARIFICATIONS

§ 2.10.1 The Construction Manager shall transmit to the Architect requests for interpretations, information, or clarification of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.

§ 2.10.2 The Construction Manager shall create and maintain a log of all requests showing, at a minimum, a description of the request, date of submission, response, and date of response.

§ 2.11 SUBCONTRACTOR CHANGE ORDERS

§2.11.1 Without invalidating this Agreement or any Subcontract, and without notice to any respective surety, Owner may make changes to the Subcontracts. The Construction Manager shall review requests for changes, assist in negotiating Subcontractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the modifications to the Documents. For each change which is anticipated to be paid by lump sum, Construction Manager shall prepare a detailed estimate for the respective Change Order or Construction Change Directive initiated. Construction Manager shall compare the detailed value estimate with the submittal of the Subcontractor. Construction Manager shall require that each Subcontractor submit such invoices, purchase orders, labor and material records, and schedule analyses as is necessary to verify the accuracy of the Change Order or Construction Change Directive price and/or schedule adjustment. Construction Manager shall submit a detailed recommendation for the Owner's review and approval for each Change Order or Construction Change Directive. Construction Manager shall systematically maintain all documentation supporting each change and upon completion of the project turn over such documentation to the Owner. For the purposes of this paragraph, it is anticipated that only changes in which schedule considerations allow the change order price to be agreed prior to the performance of the change order work will be paid lump sum. It is further anticipated that changes in which the change order price must be agreed after the change order work is completed will be paid time and material reimbursable.

§2.11.2 The Construction Manager shall create and maintain a log of all requests for changes showing, at a minimum, date of submission, description of request, requested change in contract price, requested change in contract time, and disposition.

§ 2.11.3 The Construction Manager shall create and maintain a log of all approved change orders showing, at a minimum, dates of approval, description, reason for change, agreed price of change, and agreed change of contract time.

§ 2.12 CLAIMS

§ 2.12.1 The Construction Manager shall assist the Owner and Architect in the review, evaluation and documentation of Claims. The Owner shall provide a written recommendation to the Owner suggesting the proper disposition of each claim. Construction Manager shall require that each Subcontractor submit such invoices, purchase orders, labor and material records, and schedule analyses as is necessary to verify the accuracy of the Claim cost and schedule impact. Construction Manager shall submit a detailed recommendation for the Owner's review and approval for each Claim.

§ 2.12.2 The Construction Manager shall create and maintain a log of all Claims showing, at a minimum, date of submission, description of claim, demanded change in contract price, demanded change in contract time, and disposition.

§ 2.14 SITE SAFETY

§ 2.14.1 Neither the Owner, Construction Manager, nor the Architect, is responsible for Site Safety. The individual subcontracts shall provide that the subcontractors are solely responsible for the means and methods of prosecuting their respective work. The foregoing shall not relieve Subcontractors of their responsibility for site safety for their work and the work performed by their personnel.

§ 2.16 AS BUILT DOCUMENTS Construction Manager shall obtain data from Subcontractors and maintain a current set of accurate As Built Drawings and Specifications clearly marked to show reported actual changes during construction. Construction Manager shall transmit a copy of all As Built drawings and specifications to Architect for the preparation of final As Built Documents. Construction Manager shall periodically (not less than monthly) review Subcontractors' data to verify that they are recording information sufficient to allow preparation of the As Built documents.

§ 2.17 SUBMISSION OF PROJECT DOCUMENTS Prior to final payment at the completion of the Project, the Construction Manager shall inventory and turn over to the Owner one copy of the following: Record/As Built Drawings and Specifications prepared by the Architect, the daily log, progress reports, project manual, field orders, change orders, requests for changes, requests for information, claims, Subcontractor pay applications, communications, submittals, and all other Construction Documents.

§ 2.18 OPERATIONS AND MAINTENANCE TRAINING AND MANUALS Construction Manager shall arrange and schedule operating and maintenance training on mechanical, electrical and other systems for Owner's personnel by factory authorized representatives commencing upon start-up and the commissioning of each system prior to substantial completion. Construction Manager shall receive all operating and maintenance manuals from Subcontractors, and, along with the Architect, shall review for completeness, clarity, and general conformance with the respective contract documents. After all operations and maintenance manuals are received and approved, but no later than turnover of operations to Owner personnel, Construction Manager shall transmit all approved operations and maintenance manuals to the Owner.

§ 2.19 PERFORMANCE AND PAYMENT BONDS Construction Manager shall obtain Construction Manager's and Trade Contractors' payment and performance bonds in accordance with Article 11 of the General Conditions.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.Project.

§ 3.1.2 Prior to the Owner's approval of the Control Estimate, or within seven days of receiving the Owner's written acknowledgment required by Section 2.2.1, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the

~~Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.~~

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, when requested by the Construction Manager, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services

under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 ~~COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES~~

§3.4 Communications. Owner shall communicate to Subcontractors through the Construction Manager except in cases of emergency. Construction Manager shall provide the Owner with copies of all written communications with the Architect.

ARTICLE 4 ~~COMPENSATION AND PAYMENTS~~

§ 4.1 Compensation

§ 4.1.1 ~~For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:~~ The Owner shall compensate the Construction Manager as follows:

The Construction Manager will be compensated for all items depicted on the Cost Assignment (attached hereto as Exhibit A) as being included in "CM Fee," "CM Reimbursable," and "Direct Cost of the Work." The portions of Construction Manager's compensation shall be calculated and paid as follows:

1. Construction Manager's Fee shall be Two Hundred Twenty-Six Thousand Twenty Five Dollars (\$226,025) ("Construction Manager's Fee"). The Construction Manager's Fee compensates for home office overhead (other than as set forth in Clause 4.1.1.2 below) and profit.
2. Compensation for Construction Manager's on-site and off-site management, other office staff and onsite superintendence in the lump sum amount of Ninety-Five Thousand Six Hundred Seventy-Three Dollars (\$95,673) for six months to be paid at the monthly lump sum amount of Fifteen Thousand Nine Hundred Forty-Five and 50/100 Dollars (\$15,945.50) ("Construction Manager's General Conditions Charge") subject to increase for additional scope, additional personnel required as a result of excusable delay, or additional monthly payments or allocable portion thereof if the duration exceeds twenty months commencing March 1, 2011 for pre-construction and construction through Final Completion of August 31, 2012.
3. Construction Manager's expenses for field miscellaneous expenses, temporary toilets, protect signage, periodic cleanup and other general site requirements as described at Exhibit A shall be paid by Owner monthly at actual cost ("Construction Manager's General Requirements Expenses"). Temporary power, power expense, temporary water, QA/QC Field Observer and Observer's transportation are Owner expenses.
4. Construction Manager shall be reimbursed for Commercial General Liability, Builders Risk, Automobile, and Workers Compensation insurance (distinct from Subcontractors' insurance) in the lump sum amount of .83 of One percent (.83%) of the Cost of the Work (including Construction Manager's General Conditions Charge and Construction Manager's General Requirements Expenses) ("Construction Manager's Liability and Builders Risk Insurance Charge").
5. Premium for Construction Manager's Payment and Performance Bonds (distinct from Subcontractors' bonds) in the lump sum amount of .73 of One percent (.73%) of the Cost of the Work plus Construction Manager's Fee ("Construction Manager's Bond Charge").

All of the above payment terms are based on a minimum construction cost of Three Million Two Hundred Seventy-Five Thousand Seven Hundred Thirty-One Dollars (\$3,275,731) (the "Minimum Construction Cost"). In the event that such construction cost substantially differs from such amount, Construction Manager's compensation shall be equitably adjusted.

6. Direct Cost of the Work as enumerated in Article 6 herein: Direct Cost of Work includes work performed by trade contractors. Construction Manager shall be compensated for the Direct Cost of Work on a monthly basis. Other than as set forth in this Section 4.1 above, no mark-up will be allowed on the Direct Cost of Work until the Minimum Construction Cost is exceeded absent excusable delays.

§ 4.1.2 ~~For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2: (Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)~~

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~~§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.~~

~~§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.~~

§ 4.2 Payments

~~§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.~~

~~§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager, thirty days following presentation of the Construction Manager's invoice, unless Owner properly objects to the invoice, or portion thereof within said thirty days. All interest on improperly paid invoices shall be calculated in accordance with the Illinois Local Government Prompt Payment Act.~~

~~(Insert rate of monthly or annual interest agreed upon.)~~

~~— %~~

ARTICLE 5 — COMPENSATION FOR CONSTRUCTION PHASE SERVICES

~~§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.~~

~~§ 5.1.1 The Construction Manager's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)~~

~~§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:~~

~~§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 5.1.4 Rental rates for Construction Manager owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.~~

~~§ 5.1.5 Unit prices, if any:~~

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

§ 5.3 Changes in the Work

~~§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.~~

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§ 5.3.2 Adjustments to the Construction Manager's compensation on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.5 In the case of changes in the Work or any other reason causing the Minimum Construction Cost to be exceeded or as the result of excusable delays, the Construction Manager's Fee, Construction Manager's General Conditions Charge, Construction Manager's Liability and Builders' Risk Charge and Construction Manager's Bond Charge shall be equitably adjusted on the same basis that was used to establish the Fee and Construction Manager's General Conditions Charge, Construction Manager's Liability and Builders' Risk Charge and Construction Manager's Bond Charge for the original Work.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Changes in the Work

~~§ 5.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Construction Manager shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.~~

~~§ 5.2.2 Increased costs for the items set forth in Sections 6.1 through 6.7 that result from changes in the Work shall become part of the Cost of the Work, and the Construction Manager's Fee shall be adjusted as provided in Section 5.1.2.~~

~~§ 5.2.3 If the Construction Manager receives any Drawings, Specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Construction Manager shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Construction Manager receives further written instructions from the Owner and Architect.~~

~~§ 5.2.4 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.~~

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

~~§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7. "Cost of the Work" shall mean the Construction Manager's Compensation costs for the proper performance of Trade Contracts assigned as Subcontractor entered into by Construction Manager pursuant to public bid and the charges and expenses set forth in Section 4.1 except Construction Manager's Fee.~~

~~§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost.~~

§ 6.2 Labor Costs

~~§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.~~

~~§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.~~

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

~~§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

~~§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.~~

~~§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.~~

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. Subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction Allowances

~~§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.~~

~~§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.~~

~~§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items~~

~~§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.~~

~~§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.~~

~~§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.~~

~~§ 6.5.4 Costs of document reproductions, facsimile transmissions and long distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.~~

~~§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~

~~§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.~~

§ 6.4.1 Owner may designate allowances in the Contract Documents ("Owner Allowances").

§ 6.4.2 Distinct from Owner's Allowances, Construction Manager may establish allowances in the Trade Contracts for scope that Construction Manager cannot sufficiently identify or quantify but which is not specifically designated as Owner's Allowances, to mitigate risk and the unanticipated costs that may occur between Construction Manager and subcontractors, items that were not anticipated by Construction Manager at the time of bidding of the Trade Contracts, extraordinary coordination of the work of subcontractors and separate contracts, not relating to design and not backchargeable to trade contractors, obligations for breach of union contracts or other damages as a consequence of the award of, or performance by, any non-union Trade Contractor, corrections in the work provided Construction Manager has exhausted all reasonable means short of arbitration or litigation to obtain correction of same from any responsible subcontractors, and extraordinary costs required to maintain the project schedule (not due to the Owner's or Architect's actions or failure to act) (the "Subcontract Special Allowances"). The Subcontract Special Allowances shall be accounted for by Construction Manager and paid for by Owner as Owner's Allowances are except that Construction Manager shall have the authority to approve inclusion of Subcontract Special Allowances in the Cost of the Work. Subcontract Special Allowances shall not be used to offset or to fund Owner-ordered changes in the Work, design errors, omissions, incompleteness or lack of design coordination, changes in scope, systems, kinds and quality of materials, finishes or equipment, costs of non-Construction Manager-caused delays, costs of addressing differing or concealed conditions, costs of Handling Hazardous Substances, or any other costs or damages for which Construction Manager is entitled to a Change Order.

§ 6.4.3 Allowances do not include any component for Construction Manager's General Conditions Charge, Construction Manager's General Requirements Expenses, Construction Manager's General Liability Insurance Charge, Construction Manager's Bond Charge, Construction Manager's Fee or Construction Manager's Contingency.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, or arising due to the fault of Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld. Construction Manager shall obtain approval

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for expenditures for legal services prior to incurring expenses. At Owner's option, the Construction Manager shall assign its rights and liabilities in any legal action relating to this Agreement to the Owner provided Owner first shall have compensated Construction Manager if the action involves recovery of amounts expended by Construction Manager or damages sought by Construction Manager not suffered by Owner.

~~§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.~~

§ 6.7 Other Costs and Emergencies

~~§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by by Change Order with the Owner.~~

~~§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.~~

~~§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.~~

~~§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.~~

§ 6.8 Costs Not to Be Reimbursed

~~§ 6.8.1 The Cost of the Work shall not include the items listed below:~~

- ~~1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;~~
- ~~2 Expenses of the Construction Manager's principal office and offices other than the site office;~~
- ~~3 Overhead and general expenses, except as may be expressly included in Sections 6.1 through 6.7;~~
- ~~4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;~~
- ~~5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;~~
- ~~6 Any cost not specifically and expressly described in Sections 6.1 through 6.7; and~~
- ~~7 Costs for services incurred during the Preconstruction Phase.~~

~~§ 6.8.1 The Cost of the Work shall not include the items listed below:~~

- ~~6 Any cost not specifically and expressly described in Section 4.1.1 and Sections 6.1 through 6.7.~~

§ 6.9 Discounts, Rebates and Refunds

~~§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.~~

~~§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.~~

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this ~~Contract~~ Contract except regarding categories set forth in Sections 4.1.1.2, 4.1.1.4 and 4.1.1.5 of this Agreement which Owner agrees are "lump sum" and, accordingly, not subject to audit. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

ARTICLE 7 PAYMENTS

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment. Upon receipt of a properly submitted Application for payment, payment shall be made as provided in the Illinois Local Government Prompt Payment Act.~~

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

§ 7.1.4 ~~With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.~~

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§ 7.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application. Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Cost of the Work, except that the Construction Manager's Fee and other categories of Section 4.1.1 of this Agreement shall be shown as individual separate items. 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 Construction Manager's Applications for Payment.

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

1. Take the Cost of the Work as described in Section 6.1.1;
 2. Add the Construction Manager's Fee, less retainage of ~~percent (— %)~~. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the preceding Section 7.1.6.1 at the rate stated in Section 5.1.1; or if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
 3. Subtract retainage of ~~percent (— %)~~ from that portion of the Work that the Construction Manager self-performs;
 4. Subtract the aggregate of previous payments made by the Owner;
 5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
 6. Subtract amounts, if any, for which the Architect has withheld or withdrawn a Certificate for Payment as provided in the Contract Documents.
- 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. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

§ 7.1.7 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.8 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. The Construction Documents shall require that retention of ten percent shall be held from Subcontractor Applications for Payment, and such retention shall be paid consistent with Sections 9.6 and 9.8 of A201-2007. As to Construction Manager, the retention shall be taken only from that portion of the Application for Payment consisting of Construction Manager's Fee.

§ 7.1.9 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner. Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what

purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.1.11 CONSTRUCTION MANAGER'S PAYMENT APPLICATIONS

§ 7.1.11.1 Construction Manager shall submit monthly Applications for Payment in a format acceptable to the Owner.

The statements shall be fully detailed so as to allow the Owner to determine the propriety of the statement. At a minimum, monthly statements shall detail the amount due for the current period, subcontractor costs, agreed change orders or modifications, previous amounts billed, reimbursable expenses, and balance of contract outstanding.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager'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;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

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

~~§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.~~

~~§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.~~

~~§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.~~

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall 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.)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

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

(Check the appropriate box. If the Owner and Construction Manager 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 unless, within ninety (90) days after receipt of arbitration demand, Owner advises Construction Manager in writing that the dispute involves a party with whom Owner has contracted but whose contract lacks an arbitration provision and who is substantially involved in a common question of fact or law whose presence is required for complete relief. In the event of such timely notice by Owner, all parties, including any initiating Subcontractor of any tier, shall resolve the dispute through litigation.
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the 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.)

ARTICLE 10 TERMINATION OR SUSPENSION**§ 10.1 Termination Prior to Owner's Approval of the Control Estimate**

§ 10.1.1 Prior to the Owner's approval of the Control Estimate, the The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, prior to the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 In the event of termination of this Agreement pursuant to Section 10.1.1, after the commencement of the Construction Phase but prior to the Owner's approval of the Control Estimate, Phase, the Owner shall pay to the Construction Manager under Section 10.1.2 an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to the Owner's Approval of the Control Estimate

The Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 Subsequent to the Owner's approval of the Control Estimate, the Contract may be terminated as provided in Sections 14.1.1, 14.1.2 and 14.2.1 of A201-2007. The provisions of Article 14 of A201-2007 do not otherwise apply to this Section 10.2. The Construction Manager and Owner may terminate this Agreement for Cause for the reasons, and in the manner set out in Sections 14.1 and 14.2 of the General Conditions, respectively.

§ 10.2.2 In the event of such termination by the Owner, the amount payable to the Construction Manager shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.2 and 10.1.3 of this Agreement, less any compensation that may be awarded to the Owner pursuant to Article 9.

§ 10.2.3 In the event of such termination by the Construction Manager, the amount payable to the Construction Manager shall be in accordance with Sections 10.1.2 and 10.1.3 of this Agreement, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.2.4 In addition to the Owner's right to terminate this Agreement for cause as provided in Section 14.2.1 of A201-2007, the Owner may terminate this Agreement for convenience as provided in Section 14.4; however, the Owner shall then only pay the Construction Manager an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. A201™-2007. In such case, the Control Estimate Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.2.4-5.3.5 of this Agreement.

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ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.1.2 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager. Owner and Construction Manager acknowledge and agree that the obligations of the Construction Manager are solely for the benefit of the Owner and not intended in any respect to benefit the Architect, Subcontractors, or any other third parties.

§ 11.1.3 In case of conflict between this Agreement or any other document incorporated or referenced herein, this Agreement shall prevail, followed by the General Conditions, supplementary conditions, Owner's request for qualifications or proposal from Construction Manager and the drawings and specifications.

§ 11.1.4 The Construction Manager shall endeavor to keep the project free from mechanic's liens. In the event that the Owner is required to withhold money pursuant to a notice of lien or lien against public funds due to fault of the Construction Manager, the Construction Manager shall defend and hold harmless the Owner for all costs incurred, including attorneys' fees. The Construction Manager shall ensure that a similar provision is incorporated into the Subcontracts. In the event that liens are placed on the funds for this Project due to Construction Manager's fault, and Construction Manager requests and, by Court order permitting the payment, Owner pays the lien funds to Construction Manager regardless, the Construction Manager shall indemnify the Owner for all resulting costs incurred due to the lien, including attorneys' fees. Construction Manager shall assure that similar language protecting the Owner and Construction Manager is included in the subcontract documents.

§ 11.1.5 Construction Manager acknowledges that this is a public works project governed by the Illinois Prevailing Wage Act. Construction Manager shall pay its laborers if any and assure the Owner that Subcontractors shall pay its laborers not less than the established prevailing rate of wages. 820 ILCS 130/1 *et seq.* Construction Manager shall comply with all reporting requirements of the Illinois Prevailing Wage Act. Similarly, the Construction Manager shall assure that all Subcontractors and sub-tier subcontractors comply with the reporting requirements of the Illinois Prevailing Wage Act.

§ 11.1.6 Construction Manager represents that it has in place a Sexual Harassment Policy in accordance with the Illinois Human Rights Act and shall assure the Owner that Trade Contractors shall have in place a Sexual Harassment Policy prior to commencement of work on the Project. 775 ILCS 5/1-105.

§ 11.1.7 Construction Manager represents that it does not discriminate in its hiring practices based upon race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service. Construction Manager shall assure the Owner that Trade Contractors shall not discriminate as set forth in this paragraph. 775 ILCS 5/2-1053; 44 Ill. Admin. Code Section 750 *et seq.*

§ 11.1.8 Construction Manager represents that it is in conformance with the Drug Free Workplace Act. 30 ILCS 580/1 *et seq.*

§ 11.1.9 Construction Manager certifies it is not barred from contracting as a result of bid rigging or bid rotation. 720 ILCS 5/33 E-11.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.2 Governing Law

This Agreement shall be governed by the law of the State of Illinois and, as applicable, the Federal Arbitration Act.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement

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without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11. Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Except for the assignment of the Subcontracts to Construction Manager, neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

None

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

1. AIA Document A134-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.
2. AIA Document A201-2007, General Conditions of the Contract for Construction
3. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
 4. AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
Construction, as amended and attached hereto.
5. Other documents:
(List other documents, if any, forming part of the Agreement.)
 1. General Requirements Expenses (Exhibit A attached).

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

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John S. Mrowiec, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:47:32 on 03/22/2011 under Order No. 5189775224_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A134™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

2011 Renovation

THE OWNER:

(Name, legal status (Name and address))

Oak Park and River Forest High School District 200

201 North Scoville

Oak Park, Illinois 60302

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

THE ARCHITECT:

(Name, legal status (Name and address))

Legat Architects

2015 Spring Road, Suite 175

Oak Brook, Illinois 60523

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User Notes:

(793334374)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents included in the Project Manual, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) ~~a Change Order~~, (3) ~~a Construction Change Directive~~ or (4) ~~a written order for a minor change in the Work issued by the Architect~~. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements or (2) a Change Order, issued by the Architect.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means all of the Contractor's obligations under the Contract Documents, including the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker, ~~if any,~~ is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 ~~and certify termination of the Agreement under Section 14.2.2.~~

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 In case of patent conflict in or between any of the Contract Documents, or provisions thereof, the Contractor will be deemed to have estimated on, and agreed to provide, the greater quantity or better quality of materials and work unless the Contractor shall have, before submission of bid, asked for and obtained written decision of the Architect as to which method or materials will be required.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

~~§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' Owner's reserved rights.~~

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. Owner.

~~§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM~~

~~If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.~~

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Unless provided in the Agreement, the Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

~~§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Contractor shall provide information or other assistance as the Architect or Owner may request in connection with obtaining permits.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The Owner's rights hereunder shall be in addition to, and not a restriction of, any other rights of the Owner under the Contract or at law.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents ~~and fails within a ten-day or in general accordance with approved construction schedules, and fails within a five-day period~~ after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses (including attorneys' fees and consequential or incidental expenses) and compensation for the Architect's additional services made necessary by such default, neglect or failure. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.~~ Owner within thirty (30) days after request.

§2.5 OWNER'S RIGHT TO AUDIT**§2.5.1** Except regarding categories set forth in Sections 4.1.2, 4.1.4 and 4.1.5 of the Agreement which Owner agrees are "lump sum" and, accordingly, not subject to audit, the Contractor shall keep full and accurate records of all labor and material costs incurred and items billed in connection with the performance of the Work, which records shall be open to audit by the Owner or its authorized representatives during performance of the Work and until three years after Final Payment. In addition, the Contractor shall make it a condition of all subcontracts relating to the Work that any and all Subcontractors will keep accurate records of costs incurred and items billed in connection with their work and that such records shall be open to audit by the Owner or its

authorized representatives during performance of the Work and until three years after Subcontractor's final completion.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The Contractor is an independent contractor, and shall not be deemed an agent of the Owner for any reason.

§ 3.1.2 The Contractor shall perform the Work in strict accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in strict accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be ~~performed and~~ performed, correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering latent errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any patent errors, inconsistencies or omissions ~~discovered by or made known to the Contractor~~ as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 In all cases of interconnection of the Work with existing facilities, Contractor shall field measure and verify at the site all dimensions relating to such existing facilities. Any conflicts in the Work and the existing facilities which could have been mitigated by the Contractor's obligation to verify the dimensions of the existing facilities shall be promptly rectified by the Contractor at its own expense.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences

and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall coordinate inspections by governmental authorities having jurisdiction over the Work.

§ 3.3.5 No inspection performed or failed to be performed by the Owner or Architect shall be a waiver of any of the Contractor's obligations hereunder.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor shall not permit at any time on the Site, any cigarettes, alcohol, or controlled substances whether inside or outside of buildings or structures. Possession or use of any of the foregoing at or adjacent to the Site or nearby shall be adequate grounds for the Owner to invoke its right to have such offending personnel removed from Work at the site at no additional cost to the Owner.

§ 3.4.5 The Contractor and any subcontractors shall be required to conform to labor laws of the State and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable to labor laws. It shall be the duty of the Contractor engaged on this work to enforce among all personnel directly or indirectly employed by him, all rules which the Owner may establish for conduct of such personnel on the premises. The Contractor shall keep a responsible representative on the project throughout the Work until Substantial Completion of the Work, and until Final Completion of the Work unless Owner shall otherwise consent in writing.

§ 3.4.6 The Contractor shall pay, if applicable, not less than the prevailing rate of wages as established, to all laborers, workmen, and mechanics in the performance of Work under this Contract pursuant to an act of the General Assembly of the State of Illinois entitled, "An Act regulating wages of laborers, mechanics, and other workmen employed under contracts for public works," 820 ILCS 130/0.01 et seq

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants

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that the Work will be of good quality and shall strictly conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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- 2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- 3 ~~Whenever~~ whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the ~~Work~~ Work on site. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be subject to approval by the Owner and shall not be replaced without the prior written consent of the Owner. The Owner shall have the right to require that the Contractor replace the superintendent if his/her performance is not satisfactory to the Owner.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.1.1 The Contractor's construction schedules shall be in a bar chart format, and shall depict, at a minimum, activity identification and durations, critical path, free float, total float, early start, early finish, late start and late finish.

§ 3.10.1.2 No less than once per month, the Contractor shall submit an updated construction schedule. The updated construction schedule shall depict actual start and completion dates for work commenced and, if appropriate, work completed. Additionally, the updated construction schedules shall depict updated estimates of anticipated commencement and completion dates for all upcoming work.

§ 3.10.1.3 Submission of the initial construction schedule and monthly schedule updates shall be absolute prerequisites of certification of the Contractor's application for payment.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. Owner shall be entitled to rely on Contractor's schedules for coordination of its own activities, as well as the activities of other contractors working at the Project site or on the Project.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals (all collectively referred to herein as "Record Documents"). These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 The Contractor will make the Record Documents available for inspection by the Architect upon reasonable notice. Adequate maintenance of the Record Documents shall be a prerequisite to certification of the Contractor's application for payment.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. The Contractor shall submit Product Data for all equipment and materials incorporated into the finished work. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. Throughout the progress of the Work, the Contractor shall continually remove from the Project Site and any adjacent property, waste, tools, equipment, storage facilities, machinery, trailers, vehicles and surplus materials no longer required for the diligent prosecution of the Work so as to maintain as orderly and contained a Work Site as reasonably possible at such state of the Work.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or

manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

~~§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.~~

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate ~~for~~ For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. If requested by the Architect, all requests for information shall be submitted to the Architect in a format acceptable to the Architect.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the ~~14 day~~ 14 day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents.

Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section ~~14.2 and 14.2~~ and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

~~§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the

Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the ~~Owner or Owner~~, separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 The Owner may, without invalidating the Contract and without notice to the surety, direct changes in the Work. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 Notwithstanding any other provision to the contrary in the Contract Documents, upon receipt of a direction for Change, the Contractor shall immediately implement the Change into the Work.

§ 7.1.5 No Change Order shall be approved unless preceded by written direction for Change is provided by the Owner or Architect. This requirement cannot be waived. There shall be no implicit or constructive change order.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- 1 The change in the Work;
- 2 The amount of the adjustment, if any, in the Contract Sum; and
- 3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 No payment for change in the Work shall be made until such change has been memorialized in an executed Change Order and the Change has been implemented into the Work. Partial payments on partially implemented changes shall be paid similarly as partial payments on base contract work. § 7.2.3 Contractors shall be permitted the following markups for changes orders. Additional markup for insurance or bonds will be allowed. All change order requests must be submitted with the following backup information or they will not be reviewed by the Architect or Owner: Provide material and labor quantities, material unit costs, labor rates, and any other substantiating data to explain the change order amount.

Permitted markup for Change Orders:

Additive Change Order: 10%

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§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. Order for the purposes of defining the change and how payment shall be calculated.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed (i.e., by more than 25%) in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, Directive, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. ~~Such agreement shall be effective immediately and shall be recorded as a Change Order.~~

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount (as stated in § 7.2.3). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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~~§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15. When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.~~

~~§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.~~

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time. Unless Contractor is entitled to a time extension under Section 8.3.1 of these General Conditions, if Owner reasonably determines that Contractor will not achieve timely Substantial Completion, Owner may order Contractor to take measures to achieve timely Substantial Completion, at Contractor's own cost (unless Contractor Contingency is relevant and available) by adding personnel, equipment, overtime or additional shifts. Unless provided elsewhere in the Contract Documents, Final Completion shall be completed within thirty (30) days following Substantial Completion.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other

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causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 Extension of Contract Time resulting from Changes in the Work shall be negotiated into respective Change Orders. Whenever the Contractor seeks an adjustment in the Contract Time as part of a Claim or Change Order, the Contractor shall justify the request with proper reference to the approved construction schedules. All executed Change Orders shall be deemed to include adjustments in the Contract Time, if any, resulting from the underlying Change in the Work unless expressly reserved in the Change Order.

§ 8.3.5 The Contractor shall reimburse the Owner for all Architect's fees for additional services necessitated by Contractor's failure to achieve Substantial Completion within the time established in the Agreement subject to the right to time extension and for more than one inspection for each Substantial Completion and Final Completion.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and 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. As such, approval of the schedule of values (and revisions thereto) shall be an absolute prerequisite to certification of the applications for payment.

§ 9.3 APPLICATIONS FOR PAYMENT

~~§ 9.3.1 At least ten days before the date established for each progress payment, the~~ The Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. All Applications for Payment shall be submitted in a consistent format acceptable to the Owner.

~~§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all

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Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 All Applications for Payment shall be accompanied by lien waivers from the Contractor and applicable Subcontractors. The lien waivers, when taken together, shall equal the sum due under the respective Application for Payment.

§ 9.3.5 All Applications for Payment shall be accompanied by the Contractor's and Subcontractors' certified payrolls as required by the Illinois Prevailing Wage Act.

§ 9.3.6 Submission of properly executed lien waivers and the certified payrolls shall be absolute prerequisites to payment of the respective Application for Payment.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, for failure of the Contractor to satisfy prerequisites expressly set forth in the Contract Documents and/or to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.6.8 The Owner will withhold ten percent (10%) from the periodic Progress Payments as retention. Payment of retention shall be requested with the Contractor's application for Final Payment provided, however, Trade Contractors may apply for Final Payment once they have satisfied the requirements of Section 9.8 below upon recommendation of Construction Manager and approval by Owner. No interest shall accrue on monies held in retention. § 9.7

FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted (unless inspections are not held or approvals not given because of other than the fault of Contractor), designated instruction of the Owner's personnel in the operation of systems has been completed and documented, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that the Owner could occupy the Project on that date (unless inspections are not held or approvals not given because of other than the fault of Contractor) and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations and/or use and enjoyment of the Project. The Contractor shall secure and deliver to the Owner written warranties and guarantees from its Subcontractors, Sub-Subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by the Owner and stating the period of warranty as required by the Contract Documents. The Contractor is not responsible for the warranty of Work for which the Contract Documents require a separate written warranty of manufacturer, supplier or subcontractor. If in the event Contractor does not complete remaining work within thirty (30) days of Substantial completion, Owner shall give the Contractor written notice of the remaining Work to be completed. If the Contractor fails to complete the remaining work to be Completed within seven (7) days of receipt of the written notice, the Owner reserves the right to complete the remaining Work in accordance with 2.4.1 without further notice to the Contractor. All costs incurred by Owner therein shall be offset against Contractor's final payment.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment—payment (the "Punchlist"). Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof ~~thereof as set out in the Agreement~~. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Upon Substantial Completion, via this Contract, the Contractor and applicable Subcontractors (via the subcontract flow-through provision(s)) assign all vendor and manufacturers' warranties to the Owner. The manufacturers' warranties shall be submitted to the Architect prior to submission of the final Application for Payment.

§ 9.8.7 Among other items identified elsewhere in the Contract Documents, submission of the following shall be a prerequisite to Substantial Completion:

- a. All Record Documents
- b. All Operations and Maintenance Manuals (3 copies in 3-ring binders)
- c. All Manufacturers' warranties

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 All Work depicted on the Contractor's Punchlist and thereafter identified in the Architect's inspection shall be completed within thirty days of issuance of the Certificate of Substantial Completion. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and ~~accepted-accepted, less retention~~. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
1. ~~liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;~~
2. ~~failure of the Work to comply with the requirements of the Contract Documents; or~~
3. ~~terms of special warranties required by the Contract Documents.~~

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and specifically identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Neither the Owner nor the Architect shall be responsible for any safety precautions or programs in connection with the Work.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

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§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's ~~consultants~~ Consultants as additional insureds for claims caused in

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whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The applicable policies shall be endorsed to indicate that they are primary as respects the additional insureds, and not contributory with any other insurance available to the additional insureds.

§11.1.5 Contractor shall maintain, at its own expense, the following insurance coverages on an occurrence basis insuring the Contractor, its employees and agents, and the Indemnitees as required in Section 3.18 herein which insurance shall be placed with insurance companies rated at least "A", "XIV" by Best's Key Rating Guide and shall incorporate a provision requiring the giving of written notice to Owner at least thirty (30) days prior to the cancellation or non-renewal of any such policies.

§11.1.6.1 Contractor's Liability Insurance

The Contractor shall not commence Work under this Contract until all insurance required herein is obtained and approved by the Owner; nor shall the Contractor allow any Subcontractor to commence any portion of the Work.

§11.1.6.2 Commercial General Liability Insurance (including limited form contractual liability and completed operations, explosion, collapse and underground hazards), covering personal injury, bodily injury and property damages in the amount of One Million Dollars per occurrence and Two Million Dollars aggregate (\$1,000,000/\$2,000,000) covering personal injury, bodily injury and property damage.

§11.1.6.3 Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000) covering personal injury, bodily injury and property damage.

§11.1.6.4 Workmen's Compensation Insurance in the amount of the statutory maximum with an Employer's Liability coverage of at least Five Hundred Thousand Dollars (\$500,000).

§ 11.1.6.5 Failure of either the Architect or Owner to demand Certificates of Insurance and/or policies shall not constitute a waiver of the contractor's responsibility hereunder. Nor shall review and/or approval by either the Owner or Architect in any way relieve Contractor of its responsibility for furnishing sufficient amounts and coverages of insurance. Said endorsements or amendatory riders shall indicate that as respects said additional insureds, there shall be severability of interests under said insurance policies. The Certificates and amendatory riders or endorsements shall clearly indicate the specific coverage (including contractual liability for the Contractor's obligation under 3.18) and shall contain provision requiring the giving of written notice to Owner at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies, as evidenced by return receipt of United States Certified Mail.

§11.1.6.6 Under no circumstances shall the Contractor be relieved of providing insurance as required by this Contract. If inspection of Certificates by Owner would reasonably reveal any deficiencies in coverage as required by this Contract, Contractor shall not be relieved of its obligation to prove insurance coverages as required herein and may not assert any defense of waiver, acquiescence, estoppel, or otherwise by the failure of Owner, or its agents to object to the form of the Certificate, Policies or other documents provided by the Contractor to certify that the Contractor complied with the provisions of this Contract regarding insurance coverage.

§11.1.7 Contractor shall also protect the Owner by specifically incorporating this Article 11 into every subcontract entered into and also requiring that every Subcontractor incorporate this paragraph into every sub-subcontract it enters into. Notwithstanding this requirement, this Article 11 is deemed incorporated into every subcontract and sub-subcontract via such document's flow-through provisions.

§ 11.3.1.8 Liability of Contractor or Subcontractor is not limited by purchase of insurance. Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor of any tier, or the liability of the Architect, or either of their respective insurance carriers. Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, Contractor, Architect, or any Subcontractor's interest or liabilities, but are merely minimums. The obligation of the Contractor and every Subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount

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recoverable through insurance, or any loss or portion of the loss which is not covered by either the Architect's, Contractor's or any Subcontractor's insurance.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the ~~Owner~~ Construction Manager shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for ~~Architect's~~ Architect's, Owner's, and Contractor's services and expenses required as a result of such insured loss.

~~**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

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~~§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work or to areas of the structures not part of the Work, except such rights as they have to proceeds of such insurance held by the ~~Owner-policyholder~~ as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Construction Manager's builders' risk insurance and Owner's property insurance shall be adjusted by the Owner-policyholder as fiduciary and made payable to the Owner-policyholder as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

~~§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

§ 11.3.10 The Owner-Construction Manager as fiduciary shall have power to adjust and settle a loss with Builders' Risk insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's Construction Manager's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner-Construction

Manager as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 ~~The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

§ 11.4.2 ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~ Contractor, within ten (10) days after the effective date of this Agreement, shall furnish a performance bond and a payment bond in the full amount of the Contract agreeing to perform the Work and fulfill all obligations in accordance with all of the provisions of the Contract Documents with a surety rated not less than A, VI by Best's Insurance Guide Key.

§ 11.4.3 The Performance Bond and Payment Bond shall be executed in conformity with American Institute of Architects, Doc. A312. A certified copy of the Power of Attorney from the surety company stating that the person executing the bond is duly authorized by the surety to execute the bond, shall accompany the bond.

§ 11.4.4 In case of any conflict between any provision of the performance bond and the Contract Documents, the provisions of the Contract Documents shall prevail.

§ 11.4.5 Any provisions contained within the bonds creating a prerequisite or condition precedent for Owner not otherwise required herein these General Conditions, or abrogating Owner's rights or remedies otherwise available in contract, law, or equity, are void.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Owner's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Owner's or Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written specific acceptance of such condition. The Owner shall give such notice promptly after discovery of the

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condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall ~~not be extended~~ be extended on the specific defective work by corrective Work performed by the Contractor pursuant to this Section 12.2. for a period of one year from the time of completion of the corrective work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 All other warranties required by the Contract Documents shall be provided to the Architect prior to Substantial Completion.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW AND VENUE

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. of the State of Illinois. Exclusive venue for any dispute resolution proceeding shall be Cook County, Illinois.

§ 13.1.1 HUMAN RIGHTS ACT.

To the extent required by law, Contractor shall comply with the terms and procedures of the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq. To the extent required by law, Contractor agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
- .2 That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the Contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and Work sites by personnel of the Contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every Subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such Subcontract. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the Contracting Agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 13.1.2 NOT BARRED. The Contractor by submitting its bid certifies that the Contractor is not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating. 720 ILCS 5/33/E-11.

§ 13.1.3 DRUG FREE WORKPLACE. The Contractor by submitting its bid certifies that it will provide a drug free workplace and that it is in compliance with the requirements of the Drug Free Workplace Act. 30 ILCS 580.1 *et seq.*

§ 13.1.4 SEXUAL HARASSMENT The Contractor by submitting its bid certifies that it has a written sexual harassment policy which includes (i) the illegality of sexual harassment; (ii) a definition of sexual harassment (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process through the Illinois Department of Human Rights; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation for exercising rights under the policy in accordance with 775 ILCS 5/2- 15.1.1 The Owner, and other parties to this Contract, are subject to the rules and regulations of the Illinois Department of Human Rights and the statutory requirements thereof.

§ 13.1.5 ILLINOIS DEPARTMENT OF LABOR REQUIREMENTS
§ 13.1.5.1 It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any Subcontractors thereof to pay all laborers, workmen, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes in such case made and provided.
§ 13.1.5.2 The Contractor and Subcontractors shall comply with the *Illinois Prevailing Wage Act* (11 Re. Stat. Ch. 48, Sections 39S-1-12) and shall include in Bids the costs for the current prevailing wage. As changes are made in these prevailing wages, the Contractor and Subcontractors performing Work on the Project will be responsible for conforming to the changes and shall have the responsibility for determining when changes are made. No additional costs are to be incurred by the Owner as a result of changes in the prevailing wage. All record keeping requirements are the obligation of the Contractor and Subcontractors. Certified payrolls must be submitted to the Owner pursuant to Illinois law.

§ 13.1.5.3 To the extent that there are any violations of this Act and any demands are made upon the Owner, Architect, or Construction Manager by the Illinois Department of Labor or by any employee of the Contractor or a Subcontractor performing Work on the Project, the Contractor or the particular Subcontractor and Contractor shall be responsible for indemnifying and holding the Owner, Construction Manager, and Architect free and harmless from all costs, liability or damages incurred, directly or indirectly, by the Owner, Construction Manager, or Architect, including attorneys' fees, in responding to and complying with demands made by the Department of Labor, or an aggrieved employee and such amounts may be withheld from the payments to be made on the Project. It is the intention that the Owner, Architect, and Construction Manager shall suffer no time loss or other additional expenses in complying with any inquiry made with regard to this Act.

§ 13.1.5.4 No less than once per month, the Contractor shall submit certified payrolls to the Owner in compliance with the *Illinois Prevailing Wage Act*.

ILLINOIS DRUG-FREE WORKPLACE ACT

§13.1.6 Upon request Contractor shall execute a Certification in compliance with the applicable Illinois law as submitted by the Owner to the Contractor.

§ 13.1.7 In the employment and use of labor, and to the extent required by law, the Contractor shall conform to "An ACT to give preference to veterans of the United States military and naval service in appointments and employment upon public works, by or for the use of, the State or its political subdivision," as amended (330 ILCS 55/1 *et seq.*).

§ 13.1.8 MISCELLANEOUS PROVISION OF LAW:

It is specifically provided that this Contract is subject to all the provisions of law regulating and controlling the performance of Work for the Owner, and that the rules of law shall prevail over any provision contained in any of the Contract Documents which may be in conflict thereto or inconsistent therewith. Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if, through mistake or otherwise, such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

§ 13.1.9 CRIMINAL BACKGROUND CHECKS Upon request by the Owner, any employee of the Contractor or any of its subcontractors or vendors shall submit state-issued identification documents (e.g. driver's license, state

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identification card, etc.) or other documents to the Owner so that the Owner may obtain a criminal background check of the employee. No employee who fails or refuses to produce such documents may work on the Project at the Project site. Alternatively, the Owner reserves the right to direct the Contractor, at any time during the Project, to immediately obtain criminal background investigations of any of Contractor's or Subcontractor's employees to ascertain whether such employees have been convicted of any offenses. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no additional cost to Owner, by Change Order or otherwise. If objectionable information regarding any employee is discovered via the background check, whether performed by Owner or Contractor, such employee shall not be allowed to work on the Project at the Project site. If no objectionable information is revealed, then the employee shall receive a visitor's badge that must be worn at all times while working on the Project site. The Owner shall be the sole judge of what information may be deemed objectionable. The Owner may request new background checks of any employee at any time.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. ~~any obligation, rights, or interest in this Contract.~~ If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

~~§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.~~

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. No interest shall accrue on amounts held in retention.

~~§ 13.7 TIME LIMITS ON CLAIMS~~

~~The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.~~

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. ~~The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of ~~60-90~~ consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional

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days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- ~~.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;~~
- ~~.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;~~
- ~~.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or~~
- ~~.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.~~

§ 14.2.1 The Owner may terminate the Contract if:

- .1 the Contractor fails, except in cases for which extension of time is or should have been provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work;
- .2 the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become his due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency;
- .3 the Contractor abandons the Work;
- .4 the Contractor submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which Contractor itself intentionally falsified;
- .5 The Contractor materially disregards any laws, statutes, ordinances, rules, regulations or orders of a governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- ~~.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;~~
- ~~.2 Accept assignment of subcontracts pursuant to Section 5.4; and~~
- ~~.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. The Owner, without prejudice to any right or remedy available to the Owner under the Contract Documents or at law or in equity, may, after giving the Contractor and the Surety under the Performance Bond and under the Labor and Material Payment Bond described in Paragraph 11.4 seven (7) days' written notice, terminate the employment of the Contractor. If requested by the Owner, the Contractor shall remove any part of all of his equipment, machinery and supplies from the site of the Project within seven (7) days from the date of such request, and in the event of the days from the date of such request, and in the event of the Contractor's failure to do so, the Owner shall have the right to remove and store such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination. The Owner's right to terminate the Owner-Contractor Agreement pursuant to this Subparagraph 14.2.1 shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.~~

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§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds ~~costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed all costs to the Owner of completing the Work, then the Contractor shall be paid for all Work performed by the Contractor to the date of termination. If such costs to the Owner of completing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The amount~~ Such costs shall include (but not be limited to) the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another Contractor or other subcontractors, any additional interest or fees which the Owner must pay by reason of a delay in completing the Work, attorneys' fees and expenses, and any other damages, costs and expenses the Owner may incur by reason of completing the Work or any delay thereof. The amount, if any, to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, shall be certified by the Architect, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- 1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- 2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- 1 cease operations as directed by the Owner in the notice;
- 2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work properly executed, and costs incurred by reason of such termination, ~~along with reasonable overhead and profit on the Work not executed.~~ termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker. ~~Maker, if any,~~ with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is ~~later,~~ later provided, however Owner's claims for breach of warranty shall not be governed by the 21 day notice period.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. ~~damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
2. ~~damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.~~

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.1.5.3 For all Claims for Additional Time, the Contractor shall support such Claims in the same manner as supporting additional time for Change Orders.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to ~~mediation arbitration or litigation, as the case may be,~~ of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5)

advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

~~§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

~~§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 15.4 ARBITRATION

~~§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, Subject to Section 9.2 of the Agreement, any and all Claims shall be subject to arbitration. If all parties so agree, the arbitration may be conducted with an agreed upon arbitrator via agreed arbitration rules. Unless the parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. Immediately after the arbitrator is empanelled, the arbitrator shall establish a procedure for submission of written contentions of fact and law, and responses thereto.~~

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it not be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John S. Mrowiec, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:51:04 on 03/22/2011 under Order No. 5189775224_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

**OAK PARK AND RIVER FOREST
HIGH SCHOOL DISTRICT 200**

Instructions to Bidders

1. Oak Park and River Forest High School District 200 (the "School District") is presently soliciting sealed bids for the 2011 Renovations Project at the Oak Park and River Forest High School. Sealed bids will be publicly opened on _____, 20__ at _____ AM/PM at the School District Administrative Office located at 201 North Scoville Avenue, Oak Park, Illinois 60302. Bid proposals received after the aforesaid date and time may be returned unopened.
2. Each bid (which must include all required documents) shall be submitted in an envelope marked "_____." The School District is not responsible for bids received late for any reason. Electronic submissions (i.e., via facsimile or electronic mail) will not be accepted.
3. Each bidder shall fully complete the Bid Form, by filling in all blank spaces and providing all information requested. Any additional markings may render the bid non-responsive. Do not leave any blank space incomplete, rather if the Bidder intends not to make a specific response, or the blank space is inapplicable, mark the space "No Response," "NA," or "None," as the case may be. The School District retains plenary discretion in determining whether any bid is non-responsive.
4. The School District encourages each Bidder to seek out and attempt to engage Minority Owned Business Enterprises (MBE) and Female Owned Business Enterprises for engagement as subcontractors on the Project. As such, each Bidder must contact at least three MBE and/or FBE entities to seek sub-bids. Each Bidder must note in the appropriate space on the Bid Form the names of each entity solicited. In the event the Bidder is reasonably unable to contact three such firms, the Bidder is required to explain why in the space(s) so provided.
5. The submission of a bid by a Bidder will be construed as an indication that it is fully informed as to the extent and character of the Work required and can perform the Work in full compliance with the various contract documents. The items and criteria set forth herein are minimal standards and statements, and shall be provided for in bid submissions and contractual arrangements.
6. Should a Bidder have any questions regarding the bid documents or bid procedure, it should as soon as practicable notify Tim Keeling in writing at 201 North Scoville Avenue, Oak Park, Illinois 60302, or by facsimile at 708-434-3910. The School District will in turn respond to such questions in writing and notify each and every person who has received bid documents as to the School District's response. No questions will be answered verbally. The School District shall not be held responsible for oral instructions to Bidders.

7. Bidders shall notify the School District of any patent errors, omissions, or ambiguities apparent in the Construction Documents using the procedure set out in Paragraph 6 above. No relief shall be provided to Bidders or Contractors for patent errors, omissions, or ambiguities in the Construction Documents. Bidders shall not be responsible for latent errors or omissions in the Contract Documents.
8. Where appropriate, interpretations will be confirmed by addenda to all registered bidders who have received the Construction Documents. Such addenda issued during the bid period shall be acknowledged on the bid form in the appropriate place, and shall be included in the Contract at the time of award.
9. The School District reserves the right, in its plenary discretion, to accept or reject any or all bids, and to waive technicalities, if deemed to be in the best interest of the School District. Award will be made by the School District, in its sole discretion, and shall be based on the proposed price, quality of proposed systems, experience, reputation, and the financial stability of the Bidder as well as compliance with the format, terms, and conditions of this Request for Bids.
10. Upon selection of an apparent low, responsible, and responsive bidder, the selected Bidder shall enter into an Agreement with the School District in accordance with the specific provisions of the attached and/or referenced Contract Documents. The Bidder, by signing the Agreement, acknowledges and agrees to comply with all other requirements, terms provisions, and conditions as listed in the Contract Documents.
11. The School District may make such investigation as is necessary to determine the ability of any Bidder to fulfill requirements of the Contract Documents. The bidder shall furnish such information as may be requested and shall be prepared to show evidence of its ability to fulfill all contractual requirements. The School District reserves the right to reject any bid if it is determined in the School District's sole and plenary discretion that the bidder is not properly qualified to carry out the obligations of the Contract Documents.
12. Where the Contract Documents identify a particular brand or model name, such identification is merely to establish a level of quality and/or performance, and is not intended to direct that such part or portion be exclusively provided or incorporated. Bidders are encouraged to submit proposals using the identified brands or model names.
13. Bidders may withdraw their bids at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals. However, no Bidder shall withdraw or cancel or modify its bid after the first bid has been opened and publicly read by the School District.
14. A Bid Security in the amount of ten percent (10%) of the total bid must be included with the bid, and will be returned to Bidder upon execution of the

Agreement by the successful Bidder. The Bid Security shall be in the form of a Certified Check, Cashier's Check, or Bid Bond. No other type of Bid Security shall be accepted. Retention of the Bid Security by the School District does not preclude or in any way limit any other remedies that the School District may have against the bidder for violation of the terms of the bid specifications or the refusal of the bidder to enter into the Agreement.

15. By submitting a Bid, each Bidder offers to resolve bid disputes or other disputes arising prior to award by expedited and binding arbitration. Upon acceptance of a Bidder's challenge or notice of dispute, the School District shall provide an acceptance of such offer of arbitration in writing. The arbitration will be conducted in the following manner:

- A) Upon receipt of a challenge or notice of bid dispute, the School District will proffer three names of construction attorneys from the current roster of members of the Society of Illinois Construction Attorneys. The challenging bidder shall select one of the three names. That person shall be the arbitrator. If that person is unable to serve for any reason, then the process shall start anew, with the School District choosing three new names.

- B) Upon empaneling the arbitrator, the arbitrator shall conduct a telephonic hearing to determine the nature of the dispute. Based on the matters learned at the telephonic hearing, the arbitrator shall establish procedures for an expedited hearing which allows due process for all parties.

- C) Subsequent to the expedited hearing, the arbitrator shall render a written award, binding on the parties, and enforceable in any court of competent jurisdiction.

- D) The arbitrator shall be empowered to award attorneys' fees and costs to the prevailing party.

Upon award of the contract, the foregoing agreement to arbitrate shall cease as to the School District and the selected Contractor.

Memo

To: Cheryl Witham

From: Ken Florey

Date: March 22, 2011

Re: Minority and Female Owned Business participation on upcoming construction projects.

This memorandum has been updated to include the final contract language in the Henry Brothers Construction Manager Agreement which is included at the end of this memorandum.

The School District has requested that we provide clauses in the contract documents for the construction manager and contractor which will promote increased participation by female (FBE) and minority (MBE) business enterprises.

Before we discuss the specific contract provisions that might be utilized for increasing MBE and FBE participation, it is helpful to first provide a brief discussion on the prevailing law regarding MBE and FBE programs in government contracting. The seminal cases are *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989) and *Adarand Constructors, Inc. v. Peña*, 515 U.S. 200 (1995). In these two U.S. Supreme Court cases, the Court held that affirmative action programs (i.e., MBE contracting programs) are unconstitutional unless the contracting body has made specific findings of past discrimination and the program is narrowly tailored to further a compelling governmental interest. Essentially, there must be specific proof of past discrimination and the affirmative action program must be the only available alternative. Obviously, these are difficult hurdles to cross.

The effect of these rulings was to change affirmative action programs so that the diversity policy is based on goals rather than outright quotas. To achieve the diversity goals, the emphasis changes to encouraging the contractors to seek out MBE and FBE

subcontractors rather than providing strict economic requirements for MBE's (e.g., giving an MBE bidder a 5% preference in determining the low bid).

With these considerations in mind, we have provided clauses in the contracts prepared thus far that are flexible in developing an effective program and are focused on encouraging prime contractors to seek out and engage MBE and FBE subcontractors.

With regard specifically to the construction management contract, we inserted provisions requiring the construction manager to suggest alternatives for increasing participation and to assist the architect with devising bid packages which would allow for and promote greater participation. These provisions are intentionally flexible so that the MBE/FBE process can be tailored for the work being performed. These construction manager contract provisions are as follows:

§ 2.0.3 In addition to the other responsibilities set out below for pre-construction and bidding phases, the Construction Manager shall also perform the following tasks relative to Minority Owned Business Enterprises (MBE) and Female Owned Business Enterprises (FBE):

- a) The Construction manager will advise the Owner as to potential alternatives for increasing participation on the Project by MBE and FBE firms.*
- b) If any of the alternatives are selected by the Owner, the Construction Manager will coordinate the planned use of increased MBE/FBE and labor goals throughout design, bidding, and construction phases.*
- c) The Construction Manager will coordinate with the Project team (in the design phase) to recommend and review split bid packages, the divisions of work and how MBE/FBE firms and the labor force can meet the needs of those bid packages. Constructability of the project must not be compromised in the attainment of these goals.*
- d) Construction Manager will ensure that the Instructions to Bidders and Bid Form shall require bidders to identify all MBE/FBE firms which the bidder contacted in order to solicit sub-bids.*

Note that Paragraph d) establishes an affirmative program for soliciting bids from MBE/FBE subcontractors. This program has been carried over in suggested provisions in the instructions to bidders, which should include the following provision:

4. The School District encourages each Bidder to seek out and attempt to engage Minority Owned Business Enterprises (MBE) and Female Owned Business Enterprises (FBE) for engagement as subcontractors on the Project. As such, each Bidder must contact at least three MBE and/or FBE entities to seek sub-bids. Each Bidder must note in the appropriate space on the Bid Form the names of each entity solicited. In the event the Bidder is reasonably unable to contact three such firms, the Bidder is required to explain why in the space(s) so provided.

The bid form prepared by the construction manager will need to provide space for the bidders to identify MBE's and FBE's which were contacted in compliance with this provision.

State agencies, including the Capital Development Board, employ a similar approach. However, State agencies are also mandated to endeavor to reach certain "goals." On CDB projects, goals are set for each project. Once the goal is set, then the focus becomes ensuring that the contractors strive to meet the goals.

The statutory authority for the State approach is found in the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575). The Act sets a minimum goal of 10% participation on all state contracts. Some entities (e.g., universities) are required to aim for higher goals.

Below is a sampling of various clauses that the CDB uses to effectuate its program. Note that these clauses require a program of encouraging contact with MBE and FBE enterprises in much the same manner as the clauses that we have included in the construction documents thus far. The primary difference is the level of reporting required by the CDB and the stated "goals."

00 43 38 MINORITY AND FEMALE WORKFORCE PARTICIPATION

.1 Bidder's Employee Utilization Form DHR PC-2. CDB may impose minority/female employee workforce hiring goals for each contract. The bid form will contain a DHR PC-2 form with specified hiring goals. In accordance with the rules of the Illinois Department of Human Rights, the bidder shall complete the appropriate PC-2 form that is contained in the bidding documents. Failure to complete this form may result in rejection of the bid if not remedied. (Refer to Paragraph 00 51 20.2.B.7) (emphasis added).

.3 Compliance. The Contractor shall submit monthly reports of its hourly workforce utilization including all subcontractor hours to CDB's Office of Fair Employment Practice on Monthly Manpower Utilization Report (MMUR) forms which will depict the monthly total of workforce hours and a breakdown of minority/female workforce hours. If the Contractor fails to

make a good faith effort to achieve the workforce goals as projected on their DHR PC-2 form, CDB may file a complaint with the Department of Human Rights. DHR may impose penalties for failure to make a good faith effort to achieve the goals. Penalties may include any combination of the below:

- A. Termination of the contract
- B. Debarment from participating in public contracts for a period not to exceed three years
- C. Imposition of a monetary fine

00 43 39 MINORITY AND FEMALE BUSINESS ENTERPRISE PARTICIPATION

.3 Bid Form. Each bidder shall name, on the bid form provided, the minority and female owned businesses it intends to use to meet the specified goals.

.8 Consideration for Change/Waiver Procedure - Include in the request:

- A. All information indicating why the specified goal cannot be met.
- B. A list of all MBE/FBE firms contacted and the dates they were contacted, including documentation from those firms.
- C. Copies of all bid solicitation letters to MBE/FBE firms. Letters shall contain, as a minimum:
 - 1) Project Title and Location
 - 2) Classification of Work Items for Which Quotations are Requested
 - 3) Date, Time, and Place Quotations are Due
 - 4) Returnable Acknowledgment of the Solicitation
- D. Evidence, such as a log, of telephone contact including time and date of call, telephone number, and name of the person called.
- E. All other evidence of good faith efforts made by the bidder to secure eligible MBE/FBE firms to meet the specified goal...

We intentionally drafted the language in the construction management contract and instructions to bidders to allow flexibility in the implementation of the School District's program as follows:

The School District encourages each Bidder to seek out and attempt to engage Minority Owned Business Enterprises (MBE) and Female Owned Business Enterprises for engagement as subcontractors on the Project. As such, each Bidder must contact at least three MBE and/or FBE entities to seek sub-bids. Each Bidder must note in the appropriate space on the Bid Form the names of each entity solicited. In the event the Bidder is reasonably unable to contact three such firms, the Bidder is required to explain why in the space(s) so provided.

§ 2.1.6.2.1 Construction Manager will ensure that the Instructions to Bidders require the bidders to contact at least three MBE/FBE firms in order to solicit bids, or in the alternative, to explain on the Bid Form why three firms could not be contacted. Additionally, Construction Manager will ensure that the Bid Form shall provide space for the bidder to identify the firms contacted, or explanation why firms were not contacted.

The benefit of these provisions is that the School District and construction manager should be able to model the program around the specific projects to allow for an effective, and cost efficient program. Such project-by-project tailoring is not contemplated in the CDB contract provisions.

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Cheryl L. Witham

DATE: March 24, 2011

RE: Discussion of the Board of Education's Budget for 2011-12

BACKGROUND

The Finance Committee began a discussion of the Board of Education's budget for the 2011-12 school year on March 15. The Committee members ask that this be continued at the March 24 Board of Education meeting specifically regarding earmarking money for special projects.

SUMMARY OF FINDINGS

Attached is the updated budget from the discussion on March 15.

RECOMMENDATION

To continue this discussion.

AGENDA ITEM NO. X. D.

BOARD OF EDUCATION BUDGET

FISCAL YEAR 2011 - 2012

	<u>Details</u>	<u>Sub-total</u>
Audit fees		\$ 42,500.00
Legal Fees		\$ 100,000.00 **
Board Member Conference and Travel		\$ 3,000.00
Misc Contract Services		
Strategic Plan	\$ 22,000.00	
Policy Manual	\$ 8,000.00	
BOE special projects	\$ 35,000.00 *	
Superintendent Mentor	\$ -	
		\$ 65,000.00
Supplies		\$ 1,500.00
Periodicals		\$ 1,000.00
Food		
Holiday Tea	\$ 2,750.00	
BOE Meetings	\$ 1,800.00	
Committee Meetings	\$ 3,600.00	
BOE Retreat	\$ 1,000.00	\$ 9,150.00
Dues and Fees		
Rotarty Club	\$ 1,050.00	
Ed RED	\$ 8,575.00	
Triton	\$ 600.00	
Chamber of Commerce	\$ 630.00	
Community Foundation	\$ 100.00	
College Board	\$ 325.00	
IAASB	\$ 8,755.00	\$ 20,035.00
		\$ 242,185.00

* New items based on boardmember request.

** Legal bills for specific cases are recorded in the TORT fund.

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Lauren Smith, Director of Human Resources

DATE: March 24, 2011

Cc: Stephen Isoye, Superintendent

RE: Personnel Recommendation/Actions

BACKGROUND

The personnel report for March 24, 2011 includes a recommendation for a new hire, termination, stipends, and leaves of absence.

SUMMARY OF FINDINGS

New hire:

- 0.74 New FTE CPA for Special Education (Aide per IEP)

Termination:

- 0.3 New FTE for Safety & Support (Cafeteria monitor)

There is additional information related to a change in stipend due to a maternity leave and stipends for the 2011-12 school year.

You will also see that you have been provided with leaves of absence information. This includes the type of leave, the location, and the duration.

Next Steps

Motion: Move to approve the Personnel Recommendations as presented.

Oak Park and River Forest High School District 200 – Board of Education
March 24, 2011
Personnel Report

NEW HIRE
Classified Personnel

New	Location	Name	Highest Degree	Years of Exp	Salary	Effective Date
Paraprofessional	Special Education	Michael Boyd	B.A.	0	\$14.57	March 21, 2011

TERMINATION

Safety and Support Team

Termination	Location	Name	Salary/Reason	Effective Date
Part-time Cafeteria Monitor (3 hours)	Safety & Support	Martin Hart	\$18.62 Resignation	February 25, 2011

RETIREMENT – CLASSIFIED PERSONNEL

Name	Position	Dates of Service
Lea Davis	Aide	Hired: August 19, 1996 Retirement Effective: June 09, 2011
Patricia Zawarus	Assistant, Food Service	Hired: October 31, 1990 Retirement Effective: June 17, 2011

LEAVES OF ABSENCE

Name	Location	Reason	Effective Date
Kristin Knake	History	Relocation due to Military	2011-2012 School Year
Yeni Hart	History	2 nd Year of Leave	2011-2012 School Year
Jason Dennis	Dean's Office	Internship for Doctorate	2011-2012 School Year

STUDENT ACTIVITY STIPEND 2010-2011 SCHOOL YEAR

Activity	Name	Stipend
ASPIRA Sponsor (receiving 30% of \$2,015.00 ASPIRA stipend due to maternity leave)	Isabel Lopez	\$604.50

Oak Park and River Forest High School District 200 – Board of Education
March 24, 2011
Personnel Report

STIPENDS 2011-2012 SCHOOL YEAR

Counselors Ten Additional Days at Per Diem and Stipend

Employee	Additional Days	Stipend	Total
AMBROSE, BRANDI M	\$5,672.07	\$2,000.00	\$7,672.07
CAHILL, MEGHAN	\$5,401.98	\$2,000.00	\$7,401.98
FUENTES, JULIE L	\$5,942.21	\$2,000.00	\$7,942.21
HANSON, JACQUELINE	\$4,261.59	\$2,000.00	\$6,261.59
HERBST, JOSEPH M	\$4,591.73	\$2,000.00	\$6,591.73
JOHNSON MOLHO, KRISTINA M	\$5,612.07	\$2,000.00	\$7,612.07
LYNCH, HEIDI K	\$5,852.16	\$2,000.00	\$7,852.16
MARSHALL, CATHERINE S	\$6,782.46	\$2,000.00	\$8,782.46
MEDINA, ESTEBAN Z	\$4,591.73	\$2,000.00	\$6,591.73
NIXEN, PETE D	\$5,116.87	\$2,000.00	\$7,116.87
OJIKUTU, CAROLYN T	\$5,852.16	\$2,000.00	\$7,852.16
VENHORST, SARAH E	\$4,591.73	\$2,000.00	\$6,591.73

Deans' Stipend

Employee	Stipend	Total
*BISHOP, JANEL L	\$10,000.00	\$10,000.00
GOODFELLOW, JAMES R	\$10,000.00	\$10,000.00
MARR, TIA D	\$10,000.00	\$10,000.00
WALTON, ALISA K	\$10,000.00	\$10,000.00

*Employee resigned from the 2010-11 Assistant Principal of Student Health & Safety position. Reassigned for 2011-12 as Dean of Students.

OAK PARK AND RIVER FOREST HIGH SCHOOL

201 NORTH SCOVILLE AVENUE • OAK PARK, ILLINOIS 60302-2296

RECEIVED
MAR 18 2011

TO: Members of the Oak Park & River Forest Board of Education
FR: Jason R. Dennis
RE: Formal Request for an Unpaid Leave of Absence
DT: March 18th, 2011

BY:

Dear Members of the Board of Education,

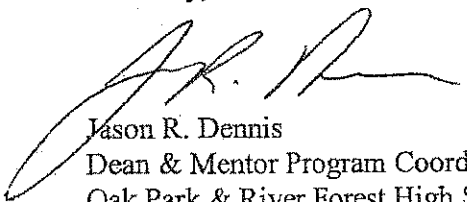
Please accept this letter as my formal request for an unpaid leave of absence for the 2011-2012 school year.

In the fall of 2010, I was admitted to the Ed.D. program in Urban Educational Leadership at the University of Illinois at Chicago. A requirement for completion of the program is to spend the 2011-2012 academic year either as a resident principal intern under a transformative principal or to hold a position as an assistant principal with some degree of responsibility for teacher evaluation and district wide curriculum.

Seeing that my current position does not fulfill the requirements of the program, I am applying for a leave of absence in order to pursue the resident principal option. My residency placement will be a paid internship in an elementary school in the Chicago Public School system.

Thank you in advance for your consideration of my request.

Sincerely,



Jason R. Dennis
Dean & Mentor Program Coordinator
Oak Park & River Forest High School

Kristin Knake

March 15, 2011

Lauren M. Smith
Director of Human Resources
Oak Park and River Forest High School
201 N. Scoville Ave.
Oak Park, IL 60302

Dear Lauren Smith,

Pursuant to Article 18 of our contract, this letter is my official application for unpaid leave for the 2011-2012 school year.

My fiancé has contracted with the US Army for a three-year period of active duty as a military psychiatrist, beginning in July 2011. After a nerve-wracking matching process – the Army informed us where they needed physicians and we listed our top eight choices but were not necessarily guaranteed any of them – we have learned that we “matched” with Fort Gordon, in Augusta, Georgia. The match could have been worse (middle of Oklahoma, rural Texas . . .) but it could have been better (Chicago area.) I did not want to leave the Chicago area because of my meaningful work here at the high school, but life had other plans.

We are marrying in April and leaving in July, and I intend to relocate with my then-husband for the first year of his period of active duty. To further my teaching career and experience, I am seeking a history teaching position with the Augusta public schools, and I understand that this is permissible under Article 18, Section D, as it is not a school in the greater suburban Chicago area.

Thank you for considering this application for leave. I will miss OPRF next year.

Sincerely,



Kristin Knake
History Division

Cc Richard Mertz, Chair, History Division

February 24, 2011

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on February 24, 2011, in the Board Room of the high school.

Call to Order

President Millard called the meeting to order at 6:04 p.m. A roll call indicated the following members were present: John C. Allen IV, Jacques A. Conway (arrived at 6:13 p.m.), Terry Finnegan, Dr. Ralph H. Lee, Amy Leafé McCormack, Dr. Dietra D. Millard; and Sharon Patchak-Layman (arrived at 6:10 p.m.). Also present was Steven T. Isoye, Superintendent; Cheryl L. Witham, Chief Financial Officer and Treasurer); and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.

Visitors

Paul Keller, Ancel Glink, and Valerie Fisher, Educational Consultant.

Closed Session

At 6:05 p.m., Dr. Millard moved to enter to closed session for the purpose of discussing Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes 5 ILCS 120/2(c)(11); seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

At 7:00 p.m., the Board of Education resumed its open session.

Adjournment

At 7:02 p.m. on Thursday, February 24, 2011, Mr. Allen moved to adjourn the Special Board Meeting; seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

Terry Finnegan
Secretary

By Gail Kalmerton
Clerk of the Board

February 24, 2011

The regular Board meeting of the Board of Education of the Oak Park and River Forest High School was held on Thursday evening, February 24, 2011, in the Board Room.

Call to Order

President Millard called the meeting to order at 7:11 p.m. The following Board of Education members were present: John C. Allen, IV, Jacques A. Conway, Terry Finnegan, Dr. Ralph H. Lee, Dr. Dietra D. Millard, Amy McCormack, and Sharon Patchak-Layman. Also present were: Dr. Steven T. Isoye, Superintendent; Michael Carioscio, Chief Technology Officer; Amy Hill, Director of Assessment and Research; Philip M. Prale, Assistant Superintendent for Curriculum & Instruction; Lauren M. Smith, Director of Human Resources; Cheryl L. Witham, Chief Financial Officer and Treasurer; James Paul Hunter, FSEC Executive Committee Chair; and Gail Kalmerton, Executive Assistant/Clerk of the Board.

Visitors

The Board of Education welcomed the following visitors: Kay Foran, Communications and Community Relations Coordinator; Jeremiah Wiencek, Assistant Principal for Student Services; Cindy Milojevic, Assistant Principal of Student Activities; Dr. Tina Halliman, Director of Special Education; Tim Keeley, OPRFHS Purchasing Coordinator; David Zimmerman of the *Trapeze*; Peggy Swanson of the League of Voters, Robert Wroble of Legat Architects; Al and Jean Berggen, John Grinser, Mamie Andry, Joan & John Krenzer, Peter Miller and Pam Whitehead, community members; Dan Davis, social worker intern; John Bokum, John Phelan, and Maggie Skiver, Board of Education candidates; Terry Dean of the *Wednesday Journal*; Bill Dwyer of the *Pioneer Press*, and Jim Jaworski of the *Chicago Tribune*.

Changes to the Agenda

Changes included: Consent Item D. Approval of Special Education Bus Bid and E. Approval of Field Trip & Activity Bus Bid were moved to the Finance portion of the agenda.

Public Comments

Mr. Al Berggen of 155 N. Elmwood, Oak Park, addressed the Board of Education on the subject of closed campus. He felt that the privilege of open closed was being abused and should be taken away. Eleven of the fourteen (14) schools in the West Suburban Conference have closed campuses. In Mr. Berggen's opinion, the 2010 Illinois Youth Survey statistics showed that substance abuse was not just a neighborhood issue. He felt the solution was to close the campus, shorten the lunch periods to 25 minutes, eliminating the amount of time in which students had to buy drugs. He also felt additional lookouts should be added within the community before and after school. He suggested starting in September and measuring the effectiveness over the next four years.

Mr. John Bokum of 629 S. Home, Oak Park addressed the Board of Education on closed campus. He was appreciative of the meetings held about closed campus and he was involved in the coffees that were started a year ago in May about this subject. He agreed that the time to act was now.

Pam Whitehead of 228 N. Elmwood, Oak Park, addressed the Board of Education. She has lived in this neighborhood for nine year and was a soccer coach. It was disturbing to her to see students smoking with no effort being made on the part of the parents, police, or the high school to keep them safe from their habits.

Peter Miller of 228 N. Elmwood, Oak Park, addressed the Board of Education because he is a health educator with the University of Chicago Lab Schools and he had put in the health curriculum for it. From the numbers in the Illinois Youth Survey, it seemed nothing short of negligence to continue to provide opportunities to use drugs. To him, it seemed like not closing the campus would continue to provide those opportunities. When Dr. Millard asked him if the University of Chicago Lab School campus was closed, his response was negative.

Dr. Millard noted that the Board of Education was gathering information and appreciated their comments.

**Status of FOIA
Requests**

Dr. Millard reported that one FOIA request had been received and resolved.

Board of Education

Dr. Lee stated that while many in Oak Park and River Forest felt that closing the campus is the best solution, he did not believe that the problem had been defined. Some would say that the problem was 1) drug abuse by teenagers in the Oak Park and River Forest community or 2) a problem in terms of what happens in the teenager's houses and the insecurity of those living near the high school. Those in south Oak Park are not affected the same way as those living around the high school. He felt it was a mistake to assume that the issues of what happens in the alleys are the same as the drug abuse by teenagers in Oak Park & River Forest. He had not heard proposals to separate those two issue or alternatives to closing the campus. He believed there were ways to deal with the issues of students in the alleys around the school without affecting the population of 3,000 students. He said a line will have to be drawn between this being a community-wide problem of teenagers with substance abuse and the national problem. He wanted to discuss the problems that need solving, but the solutions to those two problems will have to be different solutions. It does not make sense to propose one solution for different problems, even though there is a relationship.

Ms. Patchak-Layman thanked the presenters and noted that as the Board of Education gathered more information the problem will be defined and solutions found in order for students to have the best experience.

Ms. Patchak-Layman attended the successful Black Professional Day. The students were receptive to the adults who voluntarily shared both their work and personal experiences. Each year, the program gets better and better. She also attended the NAAPID dinner on Tuesday night where students successfully performed. Both the parents and the District showed their appreciation to the very talented students.

Ms. Patchak-Layman remarked on a conversation at the Instruction Committee meeting about the subject of reading and a reading program. In that discussion, the Board of Education learned about the number of students who were not reading at grade level and the types of programs the District wants to implement. Coincidentally, the *Chicago Tribune* had a story about the Urban College Prep School: OPRFHS students and Urban College Prep School students had similarities with regard to reading scores. At the end of the article, it stated that all of its students went to four-year colleges and that

their ACT scores ranged from 17 to 18, mirroring the scores of OPRFHS students classified as low-income. She felt the District was missing the wraparound supports for these students. She suggested adapting and offering that program to students so that they know that the District wants them to go to four-year colleges. The District should have a mantra that students have an opportunity and a choice.

Ms. Patchak-Layman was happy to see that an instructional materials fee was not on agenda for approval at this meeting because of the conversation that occurred at the Finance Committee meeting. She hoped that the District would 1) look at other models rather than averaging the amount among all students, 2) look at the five-year rental agreement, and 3) attempt to bring fees down due to the economic environment.

Ms. Patchak-Layman also wanted to explore shared services, e.g., operation and maintenance services, purchasing, bus schedules, bus contracts, etc. Better effort should be made to share with the two feeder school districts. There is much interest at Governors' level about consolidation and sharing and it would be good to be in the lead rather than having it mandated.

Mr. Allen thanked the neighbors for voicing their opinions and he agreed with them that the campus should be closed. As more information is gathered, it bolsters his viewpoint. The police are tired of responding. The high school needs to do its part as people are making a business of the students. Nothing, however, will be a cure all: those who are determined to do bad things will find a way to do it.

Mr. Conway stated that it was good to see citizens' take part in governance. He awaits the onslaught of citizens who came forward to talk about lighting the stadium or outsourcing B&G to come forward again to look at the academic achievement of students, understanding that these students are unprepared to be successful because they were not able to achieve the success they needed.

Mr. Conway continued that at Urban Chicago Prep, teachers motivate students by telling them, beginning the first day, that they will go to college. Students need wrap around services. Until there is a cavalcade of faculty and citizens who will do this, this conversation will be repeated for years to come. Closed campus will not stop students from smoking, but it will stop them from legally leaving the building. This is not a college campus; it is a high school with certain expectations. After 22 years experience as police officer, he knows that many parents are aware of their children smoking cigarettes and marijuana. The District has to set a climate that academics is the number one focus in the building. The District has resources to take these students to a high level.

Dr. Millard was happy everyone had come forward and had stated their opinions. She believed there would be a multi-factorial solutions because if the parents, community, etc., are not involved, there will not be sufficient impact.

Dr. Millard received an envelope addressed to her with her return address regarding a bus contract. It was shared anonymously. She urged all to be transparent and she asked whoever wrote the letter to come forward.

Principal Report

Assistant Principal for Student Services read the following report, as Mr. Rouse was not in attendance.

“Good Evening and Happy African American History Month! Mr. Rouse is attending a National Principal Conference in San Francisco.

“I’d like to begin by extending our thanks to the families that attended our 16th Annual NAAPID Dinner Tuesday evening. For those of you not aware, NAAPID stands for National African American Parent Involvement Day. NAAPID takes place on a National level the 2nd Monday in February, and is a call for action to AA parents to get more involved with the school. The event was filled with wonderful student performances from our very own gospel choir, dance troop, and spoken word clubs. Ms. Piekarski and our food service once again did not disappoint and provided a wonderful array of delicious soul food.

Our keynote speaker for the evening was Dr. Jelani Mendara, professor of Human Development and Social Policy from Northwestern University who spoke about the effects of parenting on child mental health, school achievement, and behavior.

Our hope is to challenge our community to become more involved with this day in the coming years so that we truly are representing what NAAPID is all about.

In addition to NAAPID, we also hosted our 11th annual Black Professional’s Day, in which we had a panel of twelve (12) professionals come in to talk about their professions and the education and discipline needed to get where they are today.

“In student news, best of luck to our TEAM Basketball squad as they Battle the Eagles of Leyden High School tomorrow. There will be a condensed schedule to accommodate the basketball game during the early afternoon.

“Additionally, the counselors have held individual academic planning meetings for all our current sophomores and juniors and are in the process of meeting with our current freshman. They are reviewing the students’ four-year plans, discussing plans and goals, and choosing courses for the 2011-2012 school year. Most incoming ninth graders’ classes were chosen within group sessions on the evenings of February 8, 9, and 10. We would like to remind any incoming ninth grade families missing enrollment forms, to please complete and turn in as soon as possible. The course selection process will conclude on March 11.”

Certification of Mid-Year Graduates

Mr. Allen moved to certify the January 2011 Graduates, as presented (attached to and made a part of the minutes of this meeting); seconded by Ms. Patchak-Layman. A roll call vote resulted in all ayes. Motion carried.

District Reports

Citizens’ Council— Citizens’ Council met February 10 and Mr. Finnegan noted that next year’s slate of officers was nominated. In addition, Dr. Isoye reported on the historic nature of the snow days and new Division Heads were introduced. A question and answer session ensued.

Superintendent Report

BOOSTER—Ms. McCormack reported that the Boosters sold \$4500 in Huskie Wear and “Teach Me How to Huskie” T-shirts during the rescheduled Open House on February 7. It is also planning its annual dinner auction in April at Concordia University and its theme is “Teach Me How to Huskie.”

Alumni Association— Ms. McCormack reported that the Alumni Association was accepting applications for summer enrichment programs in a variety of areas. Last year, the Alumni Association distributed funds for fifty-seven (57) such programs.

ED-RED—Dr. Lee reported that the last ED-RED meeting was a review of the legislative work in Springfield.

Dr. Isoye reported on the history of closing the school for snow days. In 1930, 1939, 1967, 1979, and now 2011 the school had snow days. The three superintendents of 90, 97, and 200 worked closely with each other to determine the best course of action as well as with the Village of Oak Park and the Village of River Forest to gauge the clean up and the safety of students going to and coming from the schools.

Dr. Isoye stated that Robert Zummallen, Director of Buildings and Grounds, remained in the building from the start of his Tuesday workday (around 7 a.m.) through the night and up until Wednesday afternoon before he went home.

Dr. Isoye recognized other key players who worked behind the scenes to ensure that we have school.

- Head Groundsman Elvin Zapata with his Ground crew of Elimelec Cordero and Carlos Vega.
- Lead Engineer Rick Vavrik with Engineers John Ridenour and Jim Christenson
- Head Custodian Steve Doble
- Assistant Head Custodian Toni Hagins
- Custodians Donnie Davis, Robert Collins, Charlie Smith Jr., and Marty Rubio
- Security personnel James Ariola, Kimberly Gasow, Joseph Beard, Brian Holloway, and David Walkser.

Dr. Isoye congratulated everyone for successfully changing the date of the 8th grade open house, which was rescheduled due to the blizzard. This was a great opportunity for parents and 8th grade students to learn about the many opportunities at OPRFHS. He found this was a great place to see everything in one place and he appreciated the breadth of opportunities made available by the faculty and staff for students.

Dr. Isoye congratulated the Business Office, lead by Cheryl Witham, for being awarded the Association of School Business Officials International’s Meritorious Budget Award for 2010-2011. This is the second time in a row the business office has been honored with this distinction.

Dr. Isoye attended a presentation at Boeing in partnership with the Naval Academy as they discussed minority recruitment and retention within the Academy. Representatives from the Chicago Public Schools, a few suburban superintendents, and IMSA were invited.

Dr. Isoye recently had an open lunch meeting with faculty members. Faculty are invited to join him during their lunch period for a conversation about the school.

Dr. Isoye attended the annual meeting of the Community Foundation where students Stephanie Strahler, Kate McCole, Haley Hammond, and Katie Williams were honored with the 2010 Youth Excellence in Philanthropy Award.

Dr. Isoye thanked those who attended the community forum, especially the neighbors, along with parents and community leaders interested in the drug conversation occurring in the community. Everyone's input is necessary as information is gathered to make decisions in the future.

Dr. Isoye attended a meeting with area superintendents where they discussed Diane Ravitch's current book, *The Death and Life of the Great American School System*. They were fortunate to have a phone conference call with the author during the meeting. He also saw her speak at the AASA Conference that he recently attended on the same topic. Other notable Education Gurus included Michael Fullan on Motion Leadership (the skinny on leadership), Doug Reeves, on focus leadership, Alan November on technology in the classroom. Also speaking was Darrell Scott, the father of Rachael Scott. Rachael was the first student killed at Columbine. He almost lost his son that day, but as the gun was pointed at him, the fire alarm went off and the shooter was distracted. He talked about how schools need to work with students about understanding others, respect, and kindness. He discussed his work in the memory of his daughter. This was an incredible story with a huge message for all students and adults.

Consent Items

Mr. Allen moved to approve the consent items as follows:

- the Check Disbursements and Financial Resolutions dated February 24, 2011;
- the Treasurer's Report for January 2011;
- the Monthly Financials for January 2011;
- Approval of PTAB Resolution;
- Approval of Architectural Services Contract;
- Approval of Office Supply Contract Extension; and
- Approval of Student Fees 2011-12

seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

Policy 3310

Dr. Millard moved to approve Policy 3310, Contracts/Purchasing, for First Reading, as presented; seconded by Mr. Allen. A roll call vote resulted in all ayes.

Policy 3820

Dr. Millard moved to approve Policy 3820, Energy Management, for First Reading, as presented; seconded by Mr. Allen. A roll call vote resulted in all ayes. Motion carried.

Policy 4105

Mr. Allen moved to approve Policy 4105, Equal Opportunity, and Minority Recruitment, for First Reading; seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

Policy 4122	Mr. Allen moved to amend Policy 4122, Substitute Teachers, as presented; seconded by Mr. Conway. A roll call vote resulted in all ayes. Motion carried.
Gifts & Donations	Mr. Finnegan moved to accept with gratitude the gifts and donations as presented (attached to and made a part of the minutes of this meeting); seconded by Dr. Millard. A roll call vote resulted in all ayes. Motion carried.
Construction Management Contract	Because the contract had not yet been completed, this agenda item was removed and will be brought back at a future Board of Education meeting.
Special Education Bus Bid	Dr. Lee moved to accept the RFP from Illinois Central for the District's Special Education transportation services; seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.
Field Trip and Activity Bus Bid	Mr. Finnegan moved to accept the bid with Illinois Central for the District's Field Trip/extracurricular transportation services during FY 2011-12; seconded by Mr. Conway. A roll call vote resulted in all ayes. Motion carried.
	Mr. Finnegan, referencing the envelope mentioned by Dr. Millard earlier and received by all Board of Education members, stated that anyone who expected a proper reading of it was talking in the wrong district and the wrong country for this behavior. He thanked everyone in the Business Office for the work that was done to recheck and verify the work. He apologized for the extra time it took and said that the behavior of providing information in a cowardly manner was a way to be struck off any list in this school. Mr. Allen concurred.
	Ms. Patchak-Layman reported that the IASB and NEOLA both presented at the PEG Committee as to the policy services they offer as the Board of Education is contemplating an external review of its policy manual. This will discussed the Board of Education retreat as well.
Personnel Recommendations	Dr. Lee moved to approve the personnel recommendations, as presented; seconded by Ms. McCormack. A roll call vote resulted in ayes. Motion carried.
Sabbatical Leave	Dr. Millard moved to approve the Sabbatical Leave Request of Avi Lessing for the 2011-12 school year; seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.
DVR Intergovernmental Agreement	Mr. Allen moved to approve the changes for the Des Plaines Valley Education for Employment Regional Delivery System (DVR) Intergovernmental Agreement, as presented; seconded by Mr. Allen. A roll call vote resulted in all ayes. Motion carried.
	Mr. Isoye explained that DVR looks at grant opportunities, e.g., Perkins Grant, etc. It wants to include Triton College as an official member. DVR also would like to have officers serve two terms instead of one term. The last part of the changes is about evaluations and are asking schools to provide reporting data, as many of the grants require it.

The Administrative Council is made up of different representatives of the school, Sara Roodhouse, Amy Hill, etc. DVR has a staff, which includes a full time director and administrative assistant. It all runs through administrative council and ideas flow from both directions. The current discussion is about programs for staff, i.e., the School College Partnership Workshop, which is held annually in October and is an opportunity for member districts and Triton to hear presentations of mutual interest.

Minutes

Mr. Finnegan moved to approve the open and closed session minutes of January 27, February 8, and February 15, 2011 and declared that the Audiotapes of the closed sessions in May 2009 be destroyed; seconded by Dr. Lee. A roll call vote resulted in ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.

Non-agenda Items

Dr. Millard announced the February 26, 2011 Board of Education retreat, beginning at 8:00 a.m. in the Board room.

Closed Session

At 8:29 p.m., on Thursday, February 24, 2011, Mr. Allen moved to go into closed session to discuss Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes 5 ILCS 120/2(c)(11) and Collective negotiating matters between the District and its employees or their representatives or deliberations concerning salary schedules for one or more classes of employees. The placement of individual students in special education programs and other matters relating to individual students 5 ILCS 120/2(c)(11) 5 ILCS 120/2(c)(2); seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.

At 10:19 p.m. on Thursday, February 24, 2011, the Board of Education resumed its open session.

B&G Letters of Agreement

Dr. Millard moved to approve the Buildings & Grounds Letters of Agreement as presented; seconded by Ms. McCormack. A roll call vote resulted in all ayes. Motion carried.

Adjournment

At 10:25 p.m. on Thursday, February 24, 2011, Dr. Millard moved to adjourn the Board of Education meeting; seconded by Ms. McCormack. A roll call vote resulted in six ayes. Motion carried.

Terry Finnegan
Secretary

By Gail Kalmerton
Clerk of the Board

February 26, 2011

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on February 26, 2011, in the Board Room of the high school.

Call to Order

President Millard called the meeting to order at 8:05 a.m. A roll call indicated the following members were present: John C. Allen IV, Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman. Also present was Dr. Steven T. Isoye, Superintendent; Cheryl L. Witham, Chief Financial Officer; and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.

Visitors

Dr. Allan Alson of School Exec Connect and John Phelan, Board of Education Candidate

Retreat

The purpose of the retreat was to discuss the following areas: Governance, Policies, Time Management, and Goals.

Board of Education members reviewed the meeting norms discussed at its last retreat:

- Be actively involved
- Be Fully Present – No Cell Phones or email
- Respect One Another's Opinion
- Monitor Your Own Air Time
- Do not Interrupt
- No Sidebar Conversations
- No "bird-walking"
- Act as a collective body

Board of Education members reviewed the expected retreat outcomes for the day.

- Agreement regarding structure and timing of board and committee meetings
- Clearer notions of policy versus program development
- Draft list of OPRF Goals for the 2011-12 School Goals

With the assistance of Dr. Alson, the Board of Education explored ways to be more effective and efficient. Suggestions included:

- Move the morning meetings to afternoons or evenings or have variable meetings;
- Schedule a second monthly evening Board of Education meeting;
- Except for Finance, schedule committee meetings every other month;
- Set time goals and limits for the agendas, including adjournment, and then get agreement on the agenda and timing at the beginning of the meeting;
- Develop a standardized format for committee meetings which would include: (research/evidence, questions, decision making)

- Develop a Board of Education work plan to reduce time-sensitive agenda items
- Schedule longer, every-other-month discussions, i.e., work study sessions.
- Schedule an annual retreat to review its function, seriousness of issue, and the time to allow debate;
- Eliminate public comment time for Board of Education members;
- Limit Board of Education comments in terms of their part of the discussion;
- Choose a method of policy review/creation that does not include the entire the manual;
- Avoid issues that do not fall within the Board's role;
- Specify how agenda items relate to Board policy and/or goals;
- Add discussion of instruction/academics at regular Board meetings and/or highlight what occurred at the Instruction Committee meetings;
- Provide written reports about other committees and highlight one item that is goal related;
- Discuss specific Board of Education members' behavior in meetings as well as the chair's responsibility during the meetings;
- Shorten staff presentations in committee meetings;
- Schedule the Superintendent's report at the end of the meeting;
- State why an agenda item is being brought forth;
- Form a strategic planning committee;
- Make the Superintendent of individual Board of Education questions so that he can either direct them to the administrator in charge or have them contact the Board of Education member.
- Should a request be too onerous, it may be at the pleasure of the entire board that the request is filled;
- Have proposals presented at the committee meeting with follow-up discussion at the next regular Board of Education meeting, similar to how policies are brought forth for first and second readings; and
- Board of Education members should be direct, polite, and respectful of each other in the moment.

While discussion ensued about these ideas, it was the consensus of the Board of Education for Dr. Millard and Dr. Isoye to structure a conversation at the PEG Committee with a menu of options. Scheduling of work-study sessions could eliminate the need for a second regular monthly Board meeting. The Board of Education members also wanted the monthly committee meetings to be consistent in their scheduling with defined time limits.

Due to time constraints, the subject of equity will be discussed at a future retreat.

Goals for 2011-12

Mr. Alson presented a list of suggested goals for 2011-12 as follows:

- Review of Policy Manual
- Strategic Planning Facilities Plan/Capital Plan/Finance Plan, SIP, it is the planning and coordination of all.
- Equity/Achievement Gaps

Board members gave their individual suggestions:

- Budget
CBAs/Negotiations
- Safety/Climate
- Diversity of work force
- ISS/OSS/Academics tied together (Discipline & Relation to Academics).
Critical thinking on social/emotional issues
- Expanding annual surveys
- Development of community school charter that states it is the expectation that the District will deliver a system with communal and parent assistance for students to graduate with the opportunity to attend a four-year college or university.

Discussion ensued about these items. Dr. Isoye itemized the things that the District is presently working on relative to these items:

- 1) An internal link for a scorecard is being designed for Board of Education members.
- 2) District 200 is discussing with Loyola University as to whether the District is capturing the right discipline data.
- 3) The District is also seeking information about teacher evaluations based on the Race to the Top Initiative. The state is struggling to find the appropriate descriptors for performance of teachers. In the 2014/15 timeframe, The Common Core State standards will replace both the ISAT and PSAE tests.

It was the consensus of the Board of Education members that the following items were of the highest priority to the Board of Education members for next year.

1. Discipline & Relation to Academics
2. Scorecard/Dashboard
3. Teacher/Administrator Evaluation Instruments (Accountability of use)

The next steps will be to determine what will accompany these goals, e.g., what actions must be given to provide guidance, what does the Board of Education want to present and define as the problem, etc.

Dr. Isoye distributed the Board of Education's budget for the 2010-11 school year and asked that it be discussed at the March Finance Committee.

Dr. Alson and Dr. Isoye will determine dates for the next Saturday morning retreat and Dr. Alson assigned the Board of Education members the task of reading chapters 5, 6, and 8 of "Leading for Equity." In future retreats, Board of Education members asked for less-ambitious agendas and that materials are provided to them before the meeting.

Adjournment

At 12:35 p.m. on Saturday, February 26, 2011, Mr. Allen moved to adjourn the Special Board Meeting; seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

Terry Finnegan
Secretary

By Gail Kalmerton
Clerk of the Board

March 10, 2011

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on March 10, 2011, in the Board Room of the high school.

- Call to Order** President Millard called the meeting to order at 7:05 a.m. A roll call indicated the following members were present: John C. Allen IV, Jacques A. Conway, Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman (arrived at 7:11 a.m.). Also present was Steven T. Isoye, Superintendent; Cheryl L. Witham, Chief Financial Officer and Treasurer; and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.
- Visitors** Paul Keller of Ancel Glink.
- Closed Session** At 7:06 a.m., Dr. Millard moved to enter to closed session for the purpose of discussing Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes 5 ILCS 120/2(c)(11) and Student Disciplinary Cases 5 ILCS 120/2(c)(10);; seconded by Mr. Finnegan. A roll call vote resulted in all ayes. Motion carried.
- At 9:17 a.m., the Board of Education resumed its open session.
- Student Discipline** Dr. Millard moved to expel student EXP 03/08/11-08, through June 2012 to be held in abeyance, pending successful completion at an alternative educational setting, with a review in January 2012, and a recommendation for appropriate drug counseling; seconded by Mr. Allen. A roll call vote resulted in six ayes and one nay. Ms. Patchak-Layman voted nay. Motion carried.
- Adjournment** At 9:20 a.m. on Thursday, March 10, 2011, Dr. Millard moved to adjourn the Special Board Meeting; seconded by Mr. Allen. A roll call vote resulted in all ayes. Motion carried.

Terry Finnegan
Secretary

March 15, 2011

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Tuesday, March 15, 2011, in the Board Room of the high school.

- Call to Order** President Millard called the meeting to order at 10:40 a.m. A roll call indicated the following members were present: Terry Finnegan, Dr. Ralph H. Lee, Amy Leaf McCormack, Dr. Dietra D. Millard, and Sharon Patchak-Layman. Also present was Dr. Steven T. Isoye, Superintendent; Cheryl L. Witham, Chief Financial Officer and Treasurer; and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.
- Visitors** Valerie J. Fisher, Educational Consultant
- Closed Session** At 10:42 a.m., Mr. Finnegan moved to enter to closed session for the purpose of discussing Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes 5 ILCS 120/2(c)(11); The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2(c)(1), as amended by PA.93—57; and Collective negotiating matters between the District and its employees or their representatives or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2); seconded by Dr. Millard. A roll call vote resulted in all ayes. Motion carried.
- At 1:02 p.m., the Board of Education resumed its open session.
- Check Distribution List** Dr. Millard moved to approve the Check Distribution List dated March 15, 2011, as presented (attached to and made a part of the minutes of this meeting); seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.
- Adjournment** At 1:04 p.m. on Tuesday, March 15, 2011, Dr. Millard moved to adjourn the Special Board Meeting; seconded by Dr. Lee. A roll call vote resulted in all ayes. Motion carried.

Terry Finnegan
Secretary

By Gail Kalmerton
Clerk of the Board

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education
FROM: Lauren M. Smith
DATE: March 24, 2011
RE: Public Hearing on Calendar

BACKGROUND

A public hearing will be held during the Board of Education meeting at Oak Park and River Forest High School at 7:30 p.m. on Thursday, March 24, 2011 for the purpose of requesting a waiver from the Illinois State Board of Education regarding the observance of Lincoln's Birthday as a non-attendance day. In the waiver request the School District is seeking the option of moving the non-attendance day to President's Day.

SUMMARY OF FINDINGS

A standard day of observance would give the District an opportunity to partner with local organizations in appropriately observing this important holiday.

RECOMMENDATIONS

Move to approve the waiver request as presented.

MOTION:

Move to Approve

AGENDA ITEM NO. XIV.B.

***Oak Park and River Forest High School
District 200***

201 North Scoville Avenue • Oak Park, IL 60302-2296

TO: Board of Education

FROM: Lauren M. Smith

DATE: March 24, 2011

RE: Approval of Amended Calendar for 2010-2011

BACKGROUND

Due to the severe weather and hazardous travel conditions on Wednesday, February 2 and Thursday, February 3, all Oak Park and River Forest High School classes were cancelled and all District and Building offices were closed. OPRFHS and Districts 90 and 97 made this decision jointly due to the major blizzard, frigid temperatures and hazardous travel conditions. The District did not want to jeopardize the safety and health of families, students, faculty and staff members. The District amended the calendar with the Illinois State Board of Education and, based upon activities built into the calendar, the District will meet the required number of student attendance days without making up the "blizzard days". The amended calendar was approved by the Regional Office of Education on February 16, 2011.

SUMMARY OF FINDINGS

The amended calendar is attached for Board review.

RECOMMENDATION

To approve the amended calendar for 2010 – 2011.

MOTION: Move to Approve

Roll Call Vote

AGENDA ITEM NO. XIV C.



Oak Park and River Forest High School
District 200
2010 – 2011 School Calendar



August 2010

	M	T	W	T	F	S
	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	X	A	25	26	27	28
29	30	31				

September 2010

S	M	T	W	T	F	S
			1	2	3	4
5	X	7	8	9	10	11
12	13	14	15	¶	X	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2010

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	X	12	13	14	15	16
17	18	19	20	21	Q1	23
24	25	26	27	28	29	30

November 2010

S	M	T	W	T	F	S
30	1	2	▲	▲/X	X	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	X	X	X	27
28	29	30				

December 2010

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	X	X	X	X	X	25
26	X	X	X	X		

January 2011

S	M	T	W	T	F	S
					X	1
2	3	4	5	6	7	8
9	10	11	12	13	Q2	15
16	X	18	19	20	X	22
23	X	A	26	27	28	29
30	31					

OPENING/CLOSING DAYS OF SCHOOL

- August 24 (A) 1st Student Day–1st Sem.
- January 25 (A) 1st Student Day–2nd Sem.
- June 9 (Ω) Last Day of School

STUDENT NON-ATTENDANCE DAYS (X)

- August 23 Institute Day
- September 6 Labor Day
- September 17 Staff Development
- October 11 Columbus Day
- November 4 Parent-Teacher Conferences
- November 5 Veterans Day Observed
- November 24 Staff Development
- November 25-26 Thanksgiving Holiday
- Dec. 20- Jan. 1 Winter Break
- January 17 M. L. King Jr. Observed
- January 21 Records Day
- January 24 Institute Day
- February 18 Records Days
- February 21 Presidents Day Observed
- March 7 Casimir Pulaski Observed
- March 28 – April 1 Spring Break
- April 22 Non-Attendance Day
- May 30 Memorial Day
- June 10 Staff Development
- July 4 4th of July

PARENT-TEACHER CONFERENCE DAYS (▲)

- November 3 4:30 – 7:30 p.m.
- November 4 11:15 a.m. – 7:30 p.m.

END OF GRADING PERIODS

- October 22 Q1 1st quarter
- January 14 Q2 2nd quarter
- March 25 Q3 3rd quarter
- June 3 Q4 4th quarter

COMMENCEMENT (Ω)

- June 12 3:00 p.m.

SEMESTER EXAM DAYS

- January 18-20 1st Semester
- June 6-9 2nd Semester

LATE ARRIVAL DAYS

To be determined

MISCELLANEOUS

- September 16 ¶ Back to School Night
- To Be Determined T Homecoming Week
- Feb. 2 & 3 ☐ Emergency Days (snow)
- June 15 S Summer School Begins

February 2011

S	M	T	W	T	F	S
		1	☐	☐	4	5
6	7	8	9	10	11	12
13	14	15	16	17	X	19
20	X	22	23	24	25	26
27	28					

March 2011

S	M	T	W	T	F	S
		1	2	3	4	5
6	X	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	Q3	26
27	X	X	X	X		

April 2011

S	M	T	W	T	F	S
					X	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	X	23
24	25	26	27	28	29	30

May 2011

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	X	31				

June 2011

S	M	T	W	T	F	S
			1	2	Q4	4
5	6	7	8	Ω	X	11
¶	13	14	S	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2011

S	M	T	W	T	F	S
					1	2
3	X	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

BOARD OF EDUCATION MEETING
201 North Scoville Avenue, Room 213, Oak Park, Illinois 60302
Thursday, March 24, 2011 – 7:00 p.m.
Meeting Agenda

7:00 p.m.	I.	Call to Order, Pledge of Allegiance, and Roll Call	Dr. Dietra D. Millard
7:05 p.m.	II.	Changes to the Agenda	Dr. Dietra D. Millard
7:10 p.m.	III.	Introductions	Dr. Dietra D. Millard
	A.	Introduction of Visitors	
7:20 p.m.	VI.	Public Comment	Dr. Dietra D. Millard
7:30 p.m.	V.	Board of Education Members	Dr. Dietra D. Millard
	A.	Status of F.O.I.A. Requests	
	B.	Board of Education Comments	
7:45 p.m.	VI.	School Reports and Student Life	Dr. Dietra D. Millard
	A.	Student Council Report	Katrina Vogel
	B.	Principal's Report	Nathaniel L. Rouse
	C.	Enrollment Data	Michael Carioscio
	D.	Student Discipline	Nathaniel L. Rouse Action
8:10 p.m.	VII.	District, Community and State Reports	Dr. Dietra D. Millard
	A.	Citizens' Council	Co-Chairs, Terry Finnegan
		PTO	Amy McCormack
		Huskies Boosters' Club	Amy McCormack
		Alumni Association	Amy McCormack
		Tradition of Excellence	Sharon Patchak-Layman
		Concert Tour Association	Sharon Patchak-Layman
		APPLE	Dr. Ralph H. Lee
		Faculty Senate Executive Committee	James Paul Hunter
	B.	External Liaison Reports	Board Members
	C.	Superintendent's Report	Dr. Steven T. Isoye
8:30 p.m.	VIII.	Consent Items	Dr. Dietra D. Millard
	A.	Approval of the Check Disbursements and Financial Resolutions dated March 24, 2010	Action
	B.	Approval of the Monthly Financial Reports	Action
	C.	Approval of the Treasurer's Report	Action
	D.	Approval of 2011-12 Athletic Uniform Bid	Action
	E.	Approval of Authorization to Commence FY 2011 Audit	Action
	F.	Renewal of IHSA Annual Membership	Action
	G.	Approval of Legal Services for Human Resources	Action
	H.	Approval of Substitute Rates for FY 2012	Action
	I.	Approval of Commencement of E-Commerce	Action
	J.	Approval of Instructional Materials Fee	Action
	K.	Approval of Special Education Bus Contract	Action
	L.	Approval of Field Trip and Activity Bus Contract	Action
	M.	Approval of Asbestos Contract	Action