



REGULAR MEETING OF THE BOARD OF EDUCATION
Monday, July 15, 2024



MEETING LOCATION:
MT. ZION C.U.S.D. #3 DISTRICT OFFICE- 1595 W. MAIN ST., MT ZION, IL 62549

AGENDA

1. CALL TO ORDER (ROLL CALL VOTE)
 2. PLEDGE OF ALLEGIANCE
 3. REGULAR AND EXECUTIVE MEETING MINUTES OF JUNE 17, 2024 AND SPECIAL MEETING MINUTES OF JUNE 27, 2024 (ROLL CALL VOTE)
 4. VISITOR AND STAFF COMMUNICATIONS (INFORMATION ONLY)
 - A. VISITOR COMMUNICATIONS
 - B. STAFF COMMUNICATIONS
 5. FINANCIAL (ROLL CALL VOTE)
 - A. FUND WARRANTS (ROLL CALL VOTE)
 - B. TREASURER'S REPORT (ROLL CALL VOTE)
 - C. AUTHORIZATION TO BID AND APPROVAL FOR CONSTRUCTION MANAGER AND ARCHITECT FOR THE SCIENCE LAB REMODEL (ROLL CALL VOTE)
 - D. RESOLUTION TO ACCEPT GRANT FROM THE MT ZION FOUNDATION FOR QUALITY OF EDUCATION (ROLL CALL VOTE)
 - E. RESOLUTION TO ACCEPT DONATION FROM MT. ZION YOUTH BASKETBALL AND OTHER DONORS (ROLL CALL VOTE)
 6. EXECUTIVE SESSION (ROLL CALL VOTE)
 - A. FOR THE PURPOSE OF DISCUSSING THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF A EMPLOYEE OR OFFICE OF THE PUBLIC BODY
 7. RETURN TO OPEN SESSION (ROLL CALL VOTE)
 8. PERSONNEL (ROLL CALL VOTE)
 9. GENERAL DISCUSSION (INFORMATION ONLY)
 10. NEXT BOARD MEETING: MONDAY, AUGUST 12, 2024, 6:30 P.M.; (INFORMATION ONLY)
(2ND MONDAY IN AUGUST), MT ZION C.U.S.D. #3 DISTRICT OFFICE
1595 W. MAIN ST., MT. ZION, IL 62549
 11. ADJOURNMENT (ROLL CALL VOTE)
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Mt. Zion Community Unit School District: "A Great Place to Learn"

Working with families to fully develop every child's ability to be a life-long learner and contributing member of society.

**MT. ZION COMMUNITY UNIT SCHOOL DISTRICT #3
REGULAR MEETING OF THE BOARD OF EDUCATION
June 17, 2024**

President Jeffrey Sams called the meeting to order at 6:30 p.m.	CALL TO ORDER
Board members present were: Jeffrey Sams, Nathan Brock, Michelle Shumaker, Kyle Janvrin and Kristi Niles.	ROLL CALL
Administration present consisted of: Dr. Travis R. Roundcount, Superintendent of Schools; Brian Rhoades, Associate Superintendent; Julie Marquardt, Mt. Zion Jr. High School Principal; Randy Thacker, Mt. Zion Intermediate School Principal; Billy Rockey, Curriculum and Technology Director; and Renea Smith, Special Education Administrator.	ADMINISTRATION PRESENT
The Pledge of Allegiance was cited by those present and led by Jeffrey Sams.	PLEDGE OF ALLEGIANCE
Nathan Brock introduced a motion to approve the Regular and Executive Meeting minutes of May 20, 2024. Seconded: Michelle Shumaker. Roll Call: Nathan Brock, Michelle Shumaker, Kyle Janvrin, Kristi Niles, and Jeffrey Sams yea. Motion carried: 5-0. (See Book of Attachments.)	REGULAR MEETING MINUTES
<ol style="list-style-type: none"> 1. Rachel Gould spoke about the 2024 yearbook and special education. 2. Blake Faith spoke about naming the softball fields after Coach Greg Blakey. 3. Kirk Sarff spoke about naming the softball field. <ul style="list-style-type: none"> • Regan Deering arrived during Visitor Communications 	VISITOR COMMUNICATIONS
<ol style="list-style-type: none"> 1. Amy Ensign spoke about Kids Heart Challenge and that all three schools raised \$68,000 2. Brian Rhoades gave a facilities update regarding: Solar Project; Grade Gym Floor; Science Lab Project; Scoreboards; HS HVAC in office space; Fire curtain replacement; Shade canopy at Grade; MZG & INT AC; and INT Carpet 3. Kyle Janvrin added a comment about Coach Greg Blakey and supported his name being added to the softball field. 	STAFF COMMUNICATIONS
Nathan Brock presented a motion that the attached District-wide 2024-2025 Educational Support Staff and Faculty Handbooks be approved as revised. Seconded: Kristi Niles. Roll Call: Michelle Shumaker, Regan Deering, Kyle Janvrin, Kristi Niles, Jeffrey Sams, and Nathan Brock, yea. Motion carried 6-0. (See Book of Attachments.)	STAFF AND FACULTY HANDBOOK
Kyle Janvrin presented a motion that the attached drug testing procedures be approved as revised. Seconded: Regan Deering. Roll Call: Regan Deering, Kyle Janvrin, Kristi Niles, Jeffrey Sams, Nathan Brock, and Michelle Shumaker, yea. Motion carried 6-0. (See Book of Attachments.)	RANDOM DRUG TESTING PROCEDURES FOR HIGH SCHOOL EXTRA CURRICULARS
Kristi Niles presented a motion to suspend the need for a second reading and approve the policies as presented. Seconded: Nathan Brock. Roll Call: Kyle Janvrin, Kristi Niles, Jeffrey Sams, Nathan Brock, Michelle Shumaker, and Regan Deering, yea. Motion carried 6-0. (See Book of Attachments.)	POLICY UPDATES

Regan Deering presented a motion to approve payment of the enclosed list of Fund Warrants, Quick Pays, and Athletic Imprest. Seconded: Kristi Niles. Roll Call: Kristi Niles, Jeffrey Sams, Nathan Brock, Michelle Shumaker, Regan Deering, and Kyle Janvrin, yea. Motion carried 6-0. (See Book of Attachments.)	FUND WARRANTS
Regan Deering introduced a motion that the presented Financial Treasurer's Reports be accepted and filed for audit. Seconded: Michelle Shumaker. Roll Call: Kristi Niles, Jeffrey Sams, Nathan Brock, Michelle Shumaker, Regan Deering, and Kyle Janvrin yea. Motion carried 6-0. (See Book of Attachments.)	FINANCIAL TREASURER'S REPORTS -
Kristi Niles introduced a motion to receive the following bid for Dairy Products and award the bid to Prairie Farms Dairy, Inc. for the FY 2025. Seconded: Nathan Brock. Roll Call: Jeffrey Sams, Nathan Brock, Michelle Shumaker, Regan Deering, Kyle Janvrin, and Kristi Niles, yea. Motion carried 6-0. (See Book of Attachments.)	FY 2025 DAIRY BID AWARD
Nathan Brock presented a motion to award the District's coverage to ICRMT (Church Insurance Agency) for the package of Property with Boiler and Machinery, General Liability, Auto, Crime, Umbrella, Inland Marine, Cyber Liability and School Board Legal Liability; StarStone Ins. For the Worker's Compensation. Seconded: Regan Deering. Roll Call: Nathan Brock, Michelle Shumaker, Regan Deering, Kyle Janvrin, Kristi Niles, and Jeffrey Sams, yea. Motion carried 6-0. (See Book of Attachments.)	PROPERTY, GENERAL LIABILITY, CYBER LIABILITY, AUTO, CRIME, UMBRELLA, BOILER AND MACHINERY, INLAND MARINE, SCHOOL BOARD LEGAL LIABILITY, AND WORKERS COMPENSATION AWARD
Kristi Niles introduced a motion to go into Executive Session at 7:37 p.m. for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of an employee or officer of the public body. Seconded: Kyle Janvrin. Roll Call: Michelle Shumaker, Regan Deering, Kyle Janvrin, Kristi Niles, Jeffrey Sams, and Nathan Brock, yea. Motion carried 6-0. (See Book of Attachments.)	EXECUTIVE SESSION
Regan Deering presented a motion to return the meeting to order at 8:21 p.m. Seconded: Michelle Shumaker. Roll Call: Regan Deering, Kyle Janvrin, Kristi Niles, Jeffrey Sams, Nathan Brock, and Michelle Shumaker, yea. Motion carried 6-0. (See Book of Attachments.)	RETURN TO OPEN SESSION
Nathan Brock presented a motion to approve the following personnel-related items as outlined below, pending a drug test and background check for new employees. Seconded: Michelle Shumaker. Roll Call: Kyle Janvrin, Kristi Niles, Jeffrey Sams, Nathan Brock, Michelle Shumaker, and Regan Deering. Yea. Motion carried 6-0. (See Book of Attachments.)	PERSONNEL: AS PRESENTED

Memorandum

TO: BOARD OF EDUCATION
FROM: TRAVIS R. ROUNDABOUT
DATE: JUNE 12, 2024
RE: PERSONNEL

ADMINISTRATIVE RECOMMENDATION:

To approve the following personnel as outlined below, pending a drug test and background check for new employees.

EMPLOYMENT:

Scott Crawford Mt Zion High School	Head Girls Soccer Coach Effective: July 1, 2024
Kathleen Black Mt. Zion Junior High	JH Assistant Cross Country Coach Effective: June 18, 2024
Kennedy Fultz Mt Zion Junior High	JH Student Receptionist Effective: July 22, 2024
Mary Ruth (Mary) Nixon Mt Zion Intermediate	Special Education Teacher Effective: August 13, 2024
Noah Harmison Mt Zion Intermediate	Student Custodian Effective: Jun 10, 2024
Kelley Lucas Mt Zion High School	Physical Education Teacher Effective: August 16, 2024

Volunteer:

Whitney Getz Mt Zion Junior High	JH Volunteer Girls Basketball Coach Effective: December 9, 2024
Jacob Sams Mt Zion Junior High	JH Volunteer Boys Basketball Coach Effective August 1, 2024
Kevin Schwass Mt Zion Junior High	JH Volunteer Boys Basketball Coach Effective August 1, 2024

Summer Technology Workers:

Faith Roundcount	Brayden Trimble
Hope Roundcount	

EMPLOYMENT OF SUB TEACHERS (effective with the first day worked):

Jessica Stock		
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LEAVE OF ABSENCE:

Darcie Hayes Mt Zion High School	FMLA through June 12, 2024 and Unpaid leave through August 31, 2024
Lora Kater Mt Zion Intermediate	Dock Days Requested June 4-7, 2024

RESIGNATIONS:

Jonathan Moore Mt Zion High School	Resignation as Girls HS Soccer Coach Effective: June 18, 2024
Rebecca Finch Mt Zion Junior High	Resignation as JH Asst. Cross Country Coach Effective: June 18, 2024
Mathew Chesner Mt Zion High School	Resignation from Show Choir Effective: End of the 2023/2024 School Year
Madyson Eller McGaughey Elementary	Resignation from Speech Language Pathologist Effective: June 18, 2024
Samuel Klasko Mt Zion Grade	Resignation from Student Custodian Effective: June 14, 2024

RETIREMENT:

Steve Blickensderfer Mt Zion High School	Retiring as Maintenance Director Effective: August 30, 2024
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TRR nmg

<ol style="list-style-type: none"> 1. Michelle Shumaker read sympathy cards from Judy Moyer and Pam Dugan. 2. Travis Roundcount commented that he was disappointed in BLDD and O'Shea in not attending. BLDD said they did not realize it was on the agenda in May and O'Shea said they would come but didn't. It will be requested that they spend a day in the High School to show labs and answer questions. 3. There was also discussion on facility improvements 	GENERAL DISCUSSION
Jeffrey Sams announced Monday, July 15, 2024, 6:30 p. m. as the next regular meeting of the Board of Education, to be held at the Mt. Zion C.U.S.D. #3 District Office, 1595 W. Main St., Mt. Zion, IL 62549.	NEXT REGULAR MEETING
Kristi Niles introduced a motion to adjourn the Board of Education Meeting at 8:40 p.m. Seconded: Michelle Shumaker. Roll Call: Kyle Janvrin, Kristi Niles, Jeffrey Sams, Nathan Brock, Michelle Shumaker, and Regan Deering, yea. Motion carried 6-0. (See Book of Attachments.)	ADJOURNMENT
<hr style="width: 40%; margin: 0 auto;"/> <p>Jeff Sams, Board President Mt. Zion Board of Education</p>	<hr style="width: 40%; margin: 0 auto;"/> <p>Michelle Shumaker, Secretary Mt Zion Board of Education</p>
MT. ZION COMMUNITY UNIT SCHOOL DISTRICT NO. 3	

**MT. ZION COMMUNITY UNIT SCHOOL DISTRICT #3
SPECIAL MEETING OF THE BOARD OF EDUCATION
June 27, 2024**

President Jeffrey Sams called the meeting to order at 1:07 p.m.	CALL TO ORDER
Board members present were: Jeffrey Sams, Michelle Shumaker, Kyle Janvrin, and Regan Deering.	ROLL CALL
Administration present consisted of: Dr. Travis R. Roundcount, Superintendent of Schools and Brian Rhoades, Associate Superintendent.	ADMINISTRATION PRESENT
<p>Jeff Sams named the following individuals to serve on the Board Special Committee to consider naming the Mt Zion School District varsity softball field after Greg Blakey, and then report their recommendation back to the School Board for a final decision, per district policy 4:150.</p> <p>Jeff Sams Patrick Etherton Angie Hamrick Carly Sarff Kelly Cannon</p>	BOARD PRESIDENT NAMES INDIVIDUALS TO SERVE ON THE BOARD SPECIAL COMMITTEE TO CONSIDER NAMING THE MT ZION SCHOOL DISTRICT VARSITY SOFTBALL FIELD AFTER GREG BLAKEY, AND THEN REPORT THEIR RECOMMENDATION BACK TO THE SCHOOL BOARD FOR A FINAL DECISION, PER DISTRICT POLICY 4:150
Regan Deering introduced a motion to adjourn the Board of Education Meeting at 1:12 p.m. Seconded: Michelle Shumaker. Roll Call: Michelle Shumaker, Regan Deering, Kyle Janvrin, and Jeffrey Sams. Motion carried 4-0. (See Book of Attachments.)	ADJOURNMENT
Regan Deering made a motion to reopen the meeting. Seconded: Kyle Janvrin. Roll Call: Jeffrey Sams, Michelle Shumaker, Regan Deering, and Kyle Janvrin. Motion carried 4-0. (See Book of Attachments.)	RE-OPEN SESSION
There was discussion about naming the ball field after Mr. Blakey. Jeff also mentioned that the idea to name the field after Mr. Blakey was brought to his attention and did not originate with him.	PUBLIC COMMENTS
Regan Deering introduced a motion to adjourn the Board of Education Meeting at 1:27 p.m. Seconded: Kyle Janvrin. Roll Call: Michelle Shumaker, Regan Deering, Kyle Janvrin, and Jeffrey Sams. Motion carried 4-0. (See Book of Attachments.)	ADJOURNMENT

<hr/> <p>Jeff Sams, Board President Mt. Zion Board of Education</p>	<hr/> <p>Michelle Shumaker, Secretary Mt Zion Board of Education</p>
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MT. ZION COMMUNITY UNIT SCHOOL DISTRICT NO. 3

Memorandum

TO: BOARD OF EDUCATION
FROM: TRAVIS R. ROUNDABOUT
DATE: JULY 10, 2024
RE: FUND WARRANTS

Administrative recommendation: to approve payment of the enclosed list of Quick Pay, Fund Warrants, and Athletic Imprest Checks.

BMR nmg

Enclosures

MT. ZION COMMUNITY UNIT SCHOOL DISTRICT #3**QUICK PAYS****06/07/2024-07/06/2024**

CHECK	VENDOR	DESCRIPTION	AMOUNT
36067	CAPITAL ONE - DD	SUPPLIES	25,004.07
36068	CAPITAL ONE - DD	SUPPLIES	41,341.39
36069	AT & T	PURCHASED SERVICE	46.23
36070	BEST ONE OF CENTRAL ILLINOIS	SUPPLIES	1,279.41
36071	DRISCOLL, JILL	SUPPLIES	45.38
36072	FLOYD, DEBRA	MISC EXPENSE	75.00
36073	GRANITE TELECOMMUNICATIONS	PURCHASED SERVICE	114.60
36074	GROVE, AMY	SUPPLIES	5.71
36075	MACON-PIATT SPECIAL EDUCATION	TUITION	27,007.29
36076	MIDWEST OCCUPATIONAL HEALTH ASSOCIATES	PURCHASED SERVICE	218.00
36077	NUTRIEN AG SOLUTIONS	SUPPLIES	722.50
36078	ORRIS, ADDISON	SUPPLIES	47.50
36079	PURITAN SPRINGS	SUPPLIES	51.85
36080	SCHOOL MATE	TEXTBOOKS	450.00
36081	THE BLOOM ROOM	PROF DEVELOP	206.00
36082	TRUMP DIRECT	PURCHASED SERVICE	273.85
36083	CONSTELLATION NEWENERGY GAS DIVISION LLC.	PURCHASED SERVICE	5,161.83
36084	CUMMINS, TONYA	MISC EXPENSE	14.40
36085	DD MAGIC-WRIGHTER	PURCHASED SERVICE	2.50
36086	FOLLETT SCHOOL SOLUTIONS	SUPPLIES	407.70
36087	HEART TECHNOLOGIES, INC.	PURCHASED SERVICE	112.00
36088	JENNINGS IMPLEMENT	PURCHASED SERVICE	517.32
36089	NEAL TIRE STORES	PURCHASED SERVICE	97.10
36090	NELSON'S TERMITE & PEST CONTROL	PURCHASED SERVICE	375.00
36091	PARKS SEWER SERVICE	PURCHASED SERVICE	185.00
36092	PURITAN SPRINGS	SUPPLIES	111.94
36093	RYDER'S AUTO SERVICE	PURCHASED SERVICE	111.60
36094	TOP QUALITY ROOFING CO.	PURCHASED SERVICE	290.00
36095	TRUMP DIRECT	PURCHASED SERVICE	442.00
36096	TYLER TECHNOLOGIES, INC.	PURCHASED SERVICE	4,682.00
36097	VILLAGE OF MT. ZION	PURCHASED SERVICE	66,943.32
36098	WAREHAM'S SECURITY	PURCHASED SERVICE	289.25
36099	DD AFLAC REMITTANCE	PAYROLL ACCRUAL	446.44
36100	DD COLONIAL LIFE PREM PROCESS	PAYROLL ACCRUAL	244.24
36101	DD ILL DEPT OF REVENUE	PAYROLL ACCRUAL	25,186.60
36102	DD IRS FICA	PAYROLL ACCRUAL	10,626.20
36103	DD IRS MEDICARE	PAYROLL ACCRUAL	15,777.64
36104	DD IRS W/H FEDERAL	PAYROLL ACCRUAL	49,368.55
36105	DD MTZ CUSD MED INS	PAYROLL ACCRUAL	112,595.64
36106	DD MTZ CUSD FLEX INS	PAYROLL ACCRUAL	3,918.13
36107	DD MTZ CUSD LIFELOCK INS	PAYROLL ACCRUAL	178.43
36108	DD MTZ FEDERATION OF TEACHERS	PAYROLL ACCRUAL	5,167.05
36109	DD MUTUAL OF OMAHA PMT PROCESS	PAYROLL ACCRUAL	12,260.86
36110	DD STATE DISBURSEMENT-EXPERTPAY	PAYROLL ACCRUAL	964.60
36111	DD THE OMNI GROUP PAYROLL REMIT	PAYROLL ACCRUAL	13,244.96
36112	MT. ZION FOUNDATION FOR QUALITY EDUCATION	PAYROLL ACCRUAL	103.68

36113 NCPERS GROUP LIFE INS.	PAYROLL ACCRUAL	96.00
36114 DD TRS EMP CONTRIBUTIONS	PAYROLL ACCRUAL	47,962.70
36115 DD TRS FEDERAL CONTRIBUTIONS	PAYROLL ACCRUAL	3,522.87
36116 DD TRS RET CONT .58	PAYROLL ACCRUAL	3,090.87
36117 DD TRS SSP	PAYROLL ACCRUAL	53.71
36118 DD TRS THIS CONTRIBUTIONS	PAYROLL ACCRUAL	8,366.91
36119 DD TRS EMP CONTRIBUTIONS	PAYROLL ACCRUAL	47,962.70
36120 DD TRS FEDERAL CONTRIBUTIONS	PAYROLL ACCRUAL	3,522.87
36121 DD TRS RET CONT .58	PAYROLL ACCRUAL	3,090.87
36122 DD TRS SSP	PAYROLL ACCRUAL	53.71
36123 DD TRS THIS CONTRIBUTIONS	PAYROLL ACCRUAL	8,366.91
36124 BARR & ROBISON	SUPPLIES	112.00
36125 DEMEIO, MICHAEL	PROF DEVELOP	1,200.00
36126 E.L. PRUITT CO	PURCHASED SERVICE	5,192.83
36127 GREEN, NICOLE	PROF DEVELOP	27.67
36128 HEART OF ILLINOIS COMMUNITY FOUNDATION	PURCHASED SERVICE	5,000.00
36129 ILLINOIS COUNTIES RISK MANAGMENT TRUST	PURCHASED SERVICE	123,116.00
36130 JOSTENS, INC.	PURCHASED SERVICE	14.70
36131 KING-LAR	PURCHASED SERVICE	5,025.00
36132 MAVERIK MARKETING & CUSTOM TROPHIES	PURCHASED SERVICE	35.00
36133 MIDWEST OCCUPATIONAL HEALTH ASSOCIATES	PURCHASED SERVICE	130.00
36134 RAMZA INSURANCE GROUP, INC.	PURCHASED SERVICE	59,320.00
36135 RENAISSANCE	TEXTBOOKS	30,535.15
36136 SKYWARD ACCOUNTING DEPT	PURCHASED SERVICE	62,128.00
36137 THE BLOOM ROOM	SUPPLIES	60.00
36138 TYLER TECHNOLOGIES, INC.	PURCHASED SERVICE	920.00
36139 ZEVITZ STUDENT ACCIDENT INSURANCE SERVICES	PURCHASED SERVICE	15,417.50
36140 MACON-PIATT ROE #39	TUITION	125,000.00
36141 MACON-PIATT SPECIAL EDUCATION	TUITION	300,000.00
36142 DD IMRF	MISC EXPENSE	120,000.00
36143 CAPITAL ONE - DD	SUPPLIES	42,502.36
36144 CAPITAL ONE - DD	SUPPLES	24,703.54
36145 ARBORWAY TREE CARE	PURCHASED SERVICE	2,500.00
36146 AT&T	PURCHASED SERVICE	64.00
36147 BEST ONE OF CENTRAL ILLINOIS	SUPPLIES	2,049.14
36148 CANADY LABORATORIES, INC	SUPPLES	2,490.00
36149 COMCAST	PURCHASED SERVICE	29.95
36150 DONNELLY AUTOMOTIVE MACHINE	SUPPLIES	155.03
36151 EDMENTUM	PURCHASED SERVICE	5,250.00
36152 EVERGREEN FS - #15	SUPPLIES	4,289.30
36153 HIGH SCHOOL DISTRICT ORGANIZATION OF ILLINOIS	DUES	441.20
36154 HOUGHTON MIFFLIN HARCOURT	TEXTBOOKS	23,003.37
36155 ILLINOIS TOLLWAY	PURCHASED SERVICE	23.70
36156 ILLINOIS COUNTIES RISK MANAGMENT TRUST	PURCHASED SERVICE	123,116.00
36157 IMPERIALDADE	SUPPLIES	50,135.27
36158 INTEGRITY TECHNOLOGY SOLUTIONS	PURCHASED SERVICE	40,681.50
36159 KEMMERER VILLAGE	TUITION	7,068.46
36160 LEARNING A-Z	TEXTBOOKS	1,188.00

36161 PARENTSQUARE, INC	PURCHASED SERVICE	12,075.00
36162 QUADIENT FINANCE USA, INC	PURCHASED SERVICE	2,020.00
36163 RAGAN COMMUNICATIONS INC.	PURCHASED SERVICE	141.11
36164 SCHOLASTIC, INC.	SUPPLIES	1,386.00
36165 SKYWARD ACCOUNTING DEPT	PURCHASED SERVICE	2,305.00
36166 STILLWATER MULCH INC.	SUPPLIES	2,340.00
36167 TRAFERA, LLC	SUPPLIES	6,400.00
36168 UNIPAK CORP.	SUPPLIES	1,240.00
36169 UNITY SCHOOL BUS PARTS	SUPPLIES	220.76
36170 WATTS COPY SYSTEMS	PURCHASED SERVICE	3,596.68

TOTAL

\$1,767,454.10

10 - EDUCATION FUND	\$	1,224,306.26
20 - OPERATION & MAINTENANCE FUND	\$	71,362.51
40 - TRANSPORTATION FUND	\$	12,421.08
50 - MUNICIPAL RETIREMENT FUND	\$	133,201.92
80 - TORT FUND	\$	320,969.50
90 - FIRE PREVENTION & SAFETY FUND	\$	5,192.83

TOTAL

\$ 1,767,454.10

MT. ZION COMMUNITY UNIT SCHOOL DISTRICT #3
FUND WARRANTS
July 16, 2024

CHECK #	VENDOR	DESCRIPTION	AMOUNT
36183	BACKUPIFY, INC.	PURCHASED SERVICE	600.00
36184	BUSHUE BACKGROUND SCREENING	PROF DEVELOP	604.00
36185	DONNELLY AUTOMOTIVE MACHINE	SUPPLIES	214.17
36186	EVERGREEN FS - #15	SUPPLIES	1244.44
36187	HEART TECHNOLOGIES, INC.	PURCHASED SERVICE	1092.38
36188	IMPERIALDADE	SUPPLIES	145.04
36189	INTERSTATE BILLING SERVICE	SUPPLIES	35.90
36190	KING-LAR	PURCHASED SERVICE	16970.05
36191	MACON-PIATT ROE #39	PURCHASED SERVICE	1013.59
36192	MIDAMERICAN ENERGY SERVICES, LLC.	PURCHASED SERVICE	6982.74
36193	MIDWEST ELECTRONIC SYSTEMS	PURCHASED SERVICE	110.00
36194	MIDWEST TRANSIT EQUIPMENT	SUPPLIES	59.65
36195	MURNANE PAPER	SUPPLIES	1217.50
36196	MUSSELMAN, RICHARD	SUPPLIES	20.00
36197	NELCO	PURCHASED SERVICE	196.20
36198	PROFESSIONAL OUTDOOR SOLUTIONS	PURCHASED SERVICE	2451.28
36199	RENAISSANCE	PURCHASED SERVICE	948.48
36200	SCHOOL MATE	TEXTBOOKS	820.00
36201	SUNBELT RENTALS	PURCHASED SERVICE	9127.08
36202	THE MASTER TEACHER	SUPPLIES	443.60
TOTAL			\$ 44,296.10
10 - EDUCATION FUND		\$	6,935.75
20- OPERATION & MAINTENANCE FUND		\$	35,806.19
40 - TRANSPORTATON FUND		\$	1,554.16
TOTAL		\$	44,296.10

MT. ZION COMMUNITY UNIT SCHOOL DISTRICT #3
ATHLETIC IMPREST EXPENSES
6/1/24-6/30/24

CHECK	VENDOR	DESCRIPTION	AMOUNT
15859	NICHOLS, ROGER	OFFICIAL	\$ (160.00)
15860	NICHOLS, ROGER	OFFICIAL	\$ 160.00
15861	NICHOLS, ROGER	OFFICIAL	\$ 50.00

TOTAL	\$ 50.00
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10 - EDUCATION FUND	\$ 50.00
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INTEREST	\$ 0.13
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TOTAL	\$ 49.87
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Memorandum

TO: BOARD OF EDUCATION
FROM: TRAVIS R. ROUNDABOUT
DATE: JULY 10, 2024
RE: FINANCIAL TREASURER'S REPORT

Administrative recommendation: that the attached Financial Treasurer's Report be accepted and filed for audit

BMR nmg

Attachment

**MT. ZION COMMUNITY UNIT DISTRICT #3
FINANCIAL REPORT
JUNE 30, 2024**

<u>EDUCATION FUND</u>	BUDGET	ACTIVITY/MO	RECEIVED TO DATE
LOCAL TAX	\$ 8,308,000.00	\$ -	\$ 8,307,133.53
REPLACEMENT TAXES	770,500.00	(15,000.00)	500,829.41
TUITION	220,000.00	17,228.00	276,835.60
INTEREST	257,000.00	21,080.33	316,182.63
FOOD SERVICE	809,150.00	390.15	792,981.97
PUPIL ACTIVITIES	108,000.00	-	123,767.63
TEXTBOOKS	160,400.00	291.00	158,225.40
OTHER/TRANSFERS	140,500.00	158,837.71	204,412.99
STATE UNRESTRICTED	9,100,000.00	404,395.00	9,292,456.54
STATE RESTRICTED	243,000.00	23,457.43	313,631.37
FEDERAL RESTRICTED	2,405,000.00	56,737.98	2,132,996.47
TOTAL REVENUE	\$ 22,521,550.00	\$ 667,417.60	\$ 22,419,453.54

	EXPENDED TO DATE
SALARIES	\$ 15,041,255.00
EMPLOYEE BENEFITS	3,955,680.00
PURCHASED SERVICES	717,085.00
SUPPLIES/MATERIALS	1,753,750.00
CAPITAL OUTLAY	115,000.00
TUITION/OTHER	938,780.00
TOTAL EXPENDITURES	\$ 22,521,550.00

<u>OPERATIONS & MAINTENANCE FUND</u>	BUDGET	ACTIVITY/MO	RECEIVED TO DATE
LOCAL TAX	\$ 1,761,000.00	\$ -	\$ 1,648,263.09
INTEREST	25,600.00	2,099.87	31,162.34
STATE UNRESTRICTED	300,000.00	-	300,000.00
FEDERAL RESTRICTED	-	-	-
OTHER REVENUE	50,000.00	900.00	43,476.20
TOTAL REVENUE	\$ 2,136,600.00	\$ 2,999.87	\$ 2,022,901.63

	EXPENDED TO DATE
SALARIES	\$ 615,000.00
EMPLOYEE BENEFITS	95,600.00
PURCHASED SERVICES	1,778,900.00
SUPPLIES/MATERIALS	229,000.00
CAPITAL OUTLAY	20,000.00
OTHER OBJECTS	-
TOTAL EXPENDITURES	\$ 2,738,500.00

<u>DEBT SERVICE FUND</u>	BUDGET	ACTIVITY/MO	RECEIVED TO DATE
LOCAL TAX	\$ 2,046,000.00	\$ (156,000.00)	\$ 2,047,931.19
INTEREST	1,000.00	32.61	1,822.73
OTHER	-	-	8.96
TOTAL REVENUE	\$ 2,047,000.00	\$ (155,967.39)	\$ 2,049,762.88

	EXPENDED TO DATE
PURCHASED SERVICES	\$ 2,500.00
OTHER OBJECTS	2,044,500.00
TRANSFERS	-
TOTAL EXPENDITURES	\$ 2,047,000.00

<u>TRANSPORTATION FUND</u>	BUDGET	ACTIVITY/MO	RECEIVED TO DATE
LOCAL TAX	\$ 690,000.00	\$ -	\$ 659,312.76
TRANSPORTATION FEES	6,000.00	-	992.00
INTEREST	6,100.00	2,089.00	30,554.78
OTHER	15,000.00	-	891.50

STATE UNRESTRICTED	-	-	-
STATE RESTRICTED	468,200.00	128,286.61	607,902.54
FEDERAL RESTRICTED	-	-	-
TOTAL REVENUE	\$ 1,185,300.00	\$ 130,375.61	\$ 1,299,653.58

			EXPENDED TO DATE
SALARIES	\$ 751,000.00	\$ 32,705.28	\$ 775,659.15
EMPLOYEE BENEFITS	47,800.00	2,190.72	39,262.25
PURCHASED SERVICES	31,500.00	402.64	39,109.93
SUPPLIES/MATERIALS	235,000.00	11,916.14	263,138.12
CAPITAL OUTLAY	120,000.00	-	32,839.50
TOTAL EXPENDITURES	\$ 1,185,300.00	\$ 47,214.78	\$ 1,150,008.95

<u>IMRF/FICA FUND</u>	BUDGET	ACTIVITY/MO	RECEIVED TO DATE
LOCAL TAX	\$ 639,400.00	\$ -	\$ 659,943.32
REPLACEMENT TAX	15,000.00	15,000.00	15,000.00
INTEREST	2,600.00	1,782.80	25,755.83
OTHER REVENUE	-	-	-
TOTAL REVENUE	\$ 657,000.00	\$ 16,782.80	\$ 700,699.15

			EXPENDED TO DATE
OTHER LIABILITY	\$ 3,400.00	\$ -	\$ 28,307.64
EMPLOYEE BENEFITS	653,600.00	152,035.44	587,185.44
TOTAL EXPENDITURES	\$ 657,000.00	\$ 152,035.44	\$ 615,493.08

<u>SITE & CONSTRUCTION FUND</u>	BUDGET	ACTIVITY/MO	RECEIVED TO DATE
SALES TAX	\$ 590,000.00	\$ 330,410.20	\$ 629,468.70
INTEREST	10,000.00	1,788.25	26,059.61
OTHER REVENUE	600,000.00	514,389.64	564,389.64
TRANSFERS	-	-	-
TOTAL REVENUE	\$ 1,200,000.00	\$ 846,588.09	\$ 1,219,917.95

			EXPENDED TO DATE
PURCHASED SERVICES	\$ 900,000.00	\$ (160,000.00)	\$ 1,164,341.14
SUPPLIES/MATERIALS	290,000.00	-	14,214.54
CAPITAL OUTLAY	10,000.00	-	3,243.80
TRANSFERS	-	-	-
TOTAL EXPENDITURES	\$ 1,200,000.00	\$ (160,000.00)	\$ 1,181,799.48

<u>WORKING CASH FUND</u>	BUDGET	ACTIVITY/MO	RECEIVED TO DATE
LOCAL TAX	\$ 142,000.00	\$ -	\$ 164,836.34
INTEREST	5,100.00	891.40	12,877.90
SALE OF BONDS	-	-	-
TOTAL REVENUE	\$ 147,100.00	\$ 891.40	\$ 177,714.24

			EXPENDED TO DATE
OTHER OBJECTS	\$ -	\$ -	\$ -
TRANSFERS	-	-	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -

<u>TORT FUND</u>	BUDGET	ACTIVITY/MO	RECEIVED TO DATE
LOCAL TAX	\$ 690,000.00	\$ -	\$ 689,890.44
INTEREST	500.00	10.87	607.59
OTHER	-	-	-
TOTAL REVENUE	\$ 690,500.00	\$ 10.87	\$ 690,498.03

			EXPENDED TO DATE
SALARIES	\$ 318,000.00	\$ 284,000.00	\$ 284,000.00
EMP. BENEFITS	-	31,000.00	31,000.00
PURCHASED SERVICES	372,500.00	297,999.50	375,494.50
TOTAL EXPENDITURES	\$ 690,500.00	\$ 612,999.50	\$ 690,494.50

<u>FIRE PREVENTION/SAFETY FUND</u>		BUDGET		ACTIVITY/MO		RECEIVED TO DATE
LOCAL TAX	\$	142,000.00	\$	-	\$	164,836.34
INTEREST		3,000.00		300.75		4,495.17
TOTAL REVENUE	\$	145,000.00	\$	300.75	\$	169,331.51
						EXPENDED TO DATE
PURCHASED SERVICES	\$	900,000.00	\$	165,192.83	\$	879,492.60
CAPITAL OUTLAY		-		-		-
TOTAL EXPENDITURES	\$	900,000.00	\$	165,192.83	\$	879,492.60

ANALYSIS SUMMARY**EDUCATION FUND**

Actual Carryover	\$	5,371,072.46
Received to Date		22,419,453.54
Expended to Date		(21,625,938.68)
Fund Balance 6/30/2024	\$	6,164,587.32
Imprest Fund		5,000.00
Athletic Imprest Fund		5,000.00
Projected Carryover 6/30/2024	\$	6,164,587.32

OPERATIONS AND MAINTENANCE FUND

Actual Carryover	\$	1,692,093.11
Received to Date		2,022,901.63
Expended to Date		(2,737,058.40)
Fund Balance 6/30/2024	\$	977,936.34
Projected Carryover 6/30/2024	\$	977,936.34

DEBT SERVICE FUND

Actual Carryover	\$	618,438.80
Received to Date		2,049,762.88
Expended to Date		(2,048,848.00)
Fund Balance 6/30/2024	\$	619,353.68
Projected Carryover 6/30/2024	\$	619,353.68

TRANSPORTATION FUND

Actual Carryover	\$	813,708.87
Received to Date		1,299,653.58
Expended to Date		(1,150,008.95)
Fund Balance 6/30/2024	\$	963,353.50
Projected Carryover 6/30/2024	\$	963,353.50

IMRF/FICA FUND

Actual Carryover	\$	414,870.92
Received to Date		700,699.15
Expended to Date		(615,493.08)
Fund Balance 6/30/2024	\$	500,076.99
Projected Carryover 6/30/2024	\$	500,076.99

SITE & CONSTRUCTION FUND

Actual Carryover	\$	1,926,266.02
Received to Date		1,219,917.95
Expended to Date		(1,181,799.48)
Fund Balance 6/30/2024	\$	1,964,384.49
Projected Carryover 6/30/2024	\$	1,964,384.49

WORKING CASH FUND

Actual Carryover	\$	304,025.32
Received to Date		177,714.24
Expended to Date		-
Fund Balance 6/30/2024	\$	481,739.56
Projected Carryover 6/30/2024	\$	481,739.56

TORT FUND

Actual Carryover	\$	2,132.20
Received to Date		690,498.03
Expended to Date		(690,494.50)
Fund Balance 6/30/2024	\$	2,135.73
Projected Carryover 6/30/2024	\$	2,135.73

FIRE PREVENTION & SAFETY FUND

Actual Carryover	\$	788,821.98
Received to Date		169,331.51
Expended to Date		(879,492.60)
Fund Balance 6/30/2024	\$	78,660.89
Projected Carryover 6/30/2024	\$	78,660.89

TREASURER'S REPORT**EDUCATION FUND**

Beginning Cash Balance	\$	(62,681.59)
Revenue less Disbursed		397,704.67
Monthly Liabilities		(53,310.31)
Ending Cash Balance		281,712.77
Ending MM Investments		158,311.12
Ending Special Savings		5,724,563.43
Total Assets	\$	6,164,587.32

OPERATIONS AND MAINTENANCE FUND

Beginning Cash Balance	\$	31,526.59
Revenue less Disbursed		653,787.12
Monthly Liabilities		(10,880.64)
Ending Cash Balance		642,906.48
Ending MM Investments		56,454.77
Ending Special Savings		289,455.73
Total Assets	\$	977,936.34

DEBT SERVICE FUND

Beginning Cash Balance	\$	16,760.87
Revenue less Disbursed		(5,994.46)
Ending Cash Balance		10,766.41
Ending MM Investments		16,414.07
Ending Special Savings		592,173.20
Total Assets	\$	619,353.68

TRANSPORTATION FUND

Beginning Cash Balance	\$	518,648.21
Revenue less Disbursed		93,748.38
Monthly Liabilities		(12,672.86)
Ending Cash Balance		599,723.73
Ending MM Investments		161,473.67
Ending Special Savings		202,156.10
Total Assets	\$	963,353.50

IMRF/FICA FUND

Beginning Cash Balance	\$	216,856.92
Revenue less Disbursed		(137,033.60)
Monthly Liabilities		(11,178.26)
Ending Cash Balance		79,823.32
Ending MM Investments		183,900.87
Ending Special Savings		236,352.80
Total Assets	\$	500,076.99

SITE & CONSTRUCTION FUND

Beginning Cash Balance	\$	615,385.46
Revenue less Disbursed		1,004,802.61
Ending Cash Balance		1,620,188.07
Ending MM Investments		336,741.83
Ending Special Savings		7,454.59
Total Assets	\$	1,964,384.49

WORKING CASH FUND

Beginning Cash Balance	\$	187,282.73
Revenue less Disbursed		0.92
Ending Cash Balance		187,283.65
Ending MM Investments		11,044.19
Ending Special Savings		283,411.72
Total Assets	\$	481,739.56

TORT FUND

Beginning Cash Balance	\$	613,169.29
Revenue less Disbursed		(612,997.65)
Ending Cash Balance		171.64
Ending MM Investments		1,923.37
Ending Special Savings		40.72
Total Assets	\$	2,135.73

FIRE PREVENTION & SAFETY FUND

Beginning Cash Balance	\$	45,463.71
Revenue less Disbursed		(35,191.91)
Ending Cash Balance		10,271.80
Ending MM Investments		44,694.82
Ending Special Savings		23,694.27
Total Assets	\$	78,660.89

TOTAL ASSETS

PRAIRIE STATE BANK AND TRUST	\$	11,752,228.50
INSURANCE FUND	\$	382,886.26

Memorandum

TO: BOARD OF EDUCATION

FROM: TRAVIS R. ROUNDABOUT

DATE: JULY 10, 2024

RE: AUTHORIZATION TO BID AND APPROVAL FOR CONSTRUCTION
MANAGER AND ARCHITECT FOR THE SCIENCE LAB REMODEL

Administrative recommendation: To authorize the district to receive bids and approve a contract with BLDD Architects and O'Shea as Construction Manager for the Science Lab project at the pricing reflected in the attached contracts, subject to final negotiations of appropriate contract terms approved by the Superintendent and the Board's law firm.

Comments: The current plans include remodeling the High School Science labs to improve the student learning environment as the base bid, with the HS lecture room and Junior High Science rooms as alternate bid options. Some funds for this project will be budgeted from the Site and Construction Fund during the 24-25 school year, but the majority of expenditures are expected to be paid during the 25-26 school year. An alternate bid will also be requested to replace the fire curtain that goes into the fieldhouse. Additional work will also be considered for the Junior High Science Labs, but it will not be nearly as extensive as the High School.

This approval ensures work can be performed to create the bid specifications. The board is anticipated to review and consider bid awards for this project this Fall. Construction would take place in the summer of 2025.

\$ 1,759,500	Estimated construction costs for the HS Science labs.
\$ 58,650	Estimated demolition costs
\$ 250,000	Estimated construction costs for the JH Science labs.
\$ 180,000	Estimated construction costs for the fire curtain replacement.
\$ 354,365	Estimated contingencies for the projects
\$ 100,000	Estimated other costs (tech, furnishings, equipment, etc.)
\$ 285,000	Estimated costs for the architect fees.
\$ 2,987,515	Total estimated costs before the bid.

TRR

Enclosures: Construction Timeline, Architect contract, Construction Manager contract with supplemental conditions

Educational Rationale for Science Lab Renovations

Overview: Renovating the science labs at Mt. Zion High School aims to create a more conducive environment for hands-on experimentation, enhancing student engagement and learning. Improved lab spaces will allow all students to participate fully in scientific activities, fostering practical skills and a deeper understanding of scientific concepts.

Key Benefits:

1. Enhanced Student Experience:

- a. **Hands-On Learning:** Students will have the space and resources to conduct experiments, make observations, and take measurements, enhancing their practical skills and understanding.
- b. **Safety Improvements:** New lab safety equipment, including showers and better eyewash stations, will strengthen safety protocols and ensure a safer learning environment.

2. Modern Equipment and Resources:

- a. **Current Scientific Practices:** Access to modern equipment and technology will allow students to conduct experiments and research that reflect current scientific practices, promoting a culture of scientific inquiry.
- b. **Improved Lesson Delivery:** Updated facilities will aid teachers in delivering more effective lessons, fostering innovative teaching methodologies, and enabling a wider range of experiments. Additional and new demonstration tables will provide better learning environments. Only one of the three JH science labs has a demonstration table; this project will provide them in all science labs.
- c. The other classrooms have received new carpeting, etc., over the years, but the science labs have had the same setup for 50 years. It's time.

3. Fostering Curiosity and Engagement:

- a. **Interactive Learning:** Upgraded labs will make learning more interactive and relevant, sparking students' interest and enthusiasm for science-related subjects.

Teachers' Perspectives:

1. General Improvements:

- a. Reconfiguring lab spaces will enable cooperative learning and ensure all students can participate in experiments. Teachers currently face space limitations, preventing some students from engaging fully in lab activities.
- b. Additional sinks and reliable electricity will facilitate more complex labs, reducing the time spent on clean-up and setup. More sinks and reduced cleanup time equals increased instructional time.

2. Specific Challenges:

- a. Physics: Lack of electricity at desks requires students to move materials frequently, leading to spills and missed learning opportunities.
- b. Chemistry: Unreliable gas hookups and insufficient electrical capacity have eliminated important labs, such as flame tests and heating curves.
- c. Current space constraints hinder movement and limit the types of experiments that can be conducted. Renovated labs would allow for more dissections and advanced STEM activities.

Proposed Activities and Labs:

1. Dissections: Larger spaces and enhanced sinks will enable dissections of bigger specimens, such as fetal pigs and dogfish sharks.
2. Chemistry Labs: Fire snakes, ice cream in a bag, and polymer gel making are examples of engaging, hands-on activities that new facilities could support.
3. STEM Projects: Building robot hands and constructing toothpick bridges are activities that would benefit from increased space and resources.

The Importance of Hands-On Learning:

1. Engagement: Hands-on learning helps students retain information better by allowing them to see, touch, and explore. This sensory experience enhances understanding and retention.
2. Skill Development: Students learn to use scientific tools and conduct experiments with precision, fostering higher-order thinking skills.
3. Collaboration: Working in small lab groups promotes teamwork and peer teaching, enhancing the overall learning experience.

“Renovating the science labs at Mt. Zion High School will create an environment that supports interactive, practical learning, preparing students for future scientific endeavors and fostering a lifelong interest in science.” HS Science Teacher



AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Twenty-Fifth Day of June in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address, and other information)

Board of Education
Mt. Zion CUSD #3
1595 W. Main Street
Mt. Zion, IL 62549

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

BLDD Architects, Inc.
100 Merchant Street
Decatur, IL 62523

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

High School Science Lab (complete) Renovation
Junior High School Miscellaneous Science Lab Improvements
Field House Fire Shutter Replacement
Mt. Zion CUSD #3

Project consists of the demolition and remodeling of five Science Labs at the Mt. Zion High School, miscellaneous improvements to (2) science labs at the Mt. Zion, Junior High School, and fire shutter replacement at the Mt. Zion Field House.

BLDD Project No.: 236EI02.400

The Construction Manager (if known):
(Name, legal status, address, and other information)

Harold O’Shea Builders, Inc.
3401 Constitution Drive
Springfield, IL 62711

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ 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 with a Guaranteed Maximum Price; and A134–2019™ 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. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See attached Sheet A103-Senior / Junior High-Second Floor Plan (Exhibit B) and Jr. High Partial First Floor Plan (Exhibit C)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See attached Sheet A103-Senior / Junior High – Second Floor Plan (Exhibit B) and Jr. High Partial First Floor Plan (Exhibit C)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Owner's Project Budget is \$2,987,515.

See attached Project Budget dated June 24, 2024 (Exhibit A)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

/

.1 Design phase milestone dates, if any:

Design Phase	August 14 – September 16, 2024
Construction Documents	September 17 – October 7, 2024
Bidding Phase	October 10 – November 5, 2024

(Paragraphs deleted)

.2 Construction commencement and Substantial Completion dates:

Construction Commencement:	June 2025
Substantial Completion:	August 8, 2025

.3 Other milestone dates:

N/A

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133–2019, 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 with a Guaranteed Maximum Price.
- AIA Document A134–2019, 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.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

N/A

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A

(Paragraph deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Dr. Travis Roundcount
Mt. Zion CUSD #3
1595 W. Main Street
Mt. Zion, IL 62549

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

Init.

/

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Harold O'Shea Builders, Inc.
3401 Constitution Drive
Springfield, IL 62711

.2 Land Surveyor:

N/A

.3 Geotechnical Engineer:

N/A

.4 Civil Engineer:

N/A

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

John Whitlock, AIA, NCARB, LEED AP®
BLDD Architects, Inc.
100 Merchant Street
Decatur, IL 62523

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

BLDD Architects, Inc.
100 Merchant Street
Decatur, IL 62523

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.12.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

Init.

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User Notes:

(1782798938)

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, and if the Owner so elects (at its exclusive discretion) the Owner and the Architect may appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing for public schools in the same or similar locality under the same or similar circumstances, including the skill and care necessary to cause all final Construction Documents prepared by Architect or consultants of Architect to be construction-ready and in compliance with applicable laws, statutes, codes, ordinances, orders, rule and regulations of the governmental authority or authorities having jurisdiction over the Project. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance for the durations described herein, but in no circumstances shall the maintenance cease before termination of this Agreement. All specified insurance shall be obtained from insurance companies licensed to conduct business in Illinois and with a Best's Key Guide Rating of at least A / XV. All specified policies shall by endorsement incorporate a provision requiring thirty days written notice to the Owner prior to the cancellation, non-renewal or material modification of any such policies

§ 2.6.1 Comprehensive General Liability with policy limits of not less than (see attached Acord Certificate) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than (see attached Acord Certificate) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 **Workers' Compensation at statutory limits.**

Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than (see attached Acord Certificate)

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors, and omissions in its performance of professional services with policy limits of not less than (see attached Acord Certificate) per claim and in the aggregate.

(Paragraph deleted)

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include, by written endorsement, the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations and shall cause written notice to be provided to Owner a minimum of thirty (30) days prior to termination or expiration of coverage

§ 2.6.8 The Architect shall provide certificates of insurance, endorsements, and copies of the written policies to the Owner that evidence compliance with the requirements in this Section 2.6.

§ 2.6.9 If Architect fails to furnish and maintain insurance as required by this Agreement, Owner may purchase such insurance on behalf of Architect, and Architect shall pay the cost thereof to Owner upon demand and shall furnish to Owner any information needed to obtain such insurance.

§ 2.7 Owner and Architect acknowledge that construction documents prepared by the Architect may contain errors or omissions. Architect and/or Architect's consultants will provide required additional design services related to errors or omissions at no cost to Owner.

§ 2.8 The Architect shall provide a list of its employees who require access to the Owner's premises on a frequent or unescorted basis which may have direct daily contact with students, and said employees will be required to submit information to permit Owner to conduct, at its own expense, an Illinois Department of State Police and Federal Bureau of Investigation fingerprint-based criminal history records check. Employees whose criminal checks return a criminal history may be denied access to the Owner's premises, in the Owner's sole discretion.

§ 2.9 The Architect shall ensure that its employees do not use any tobacco products while on the Owner's premises and shall abide all of the Owner's rules and regulations for visitors to the Owner's school premises.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, civil, plumbing, fire protection mechanical, electrical engineering design services. Basic Services shall include design services necessary to provide a complete design of the Project, including built-in components. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research and develop for the Owner's review and acceptance, applicable design criteria, attend Project meetings, reasonably requested by Owner at minimum frequencies set forth in the Project Authorization, communicate with members of the Project team, and report progress to the Owner on a regular basis

§ 3.1.1.1 The Architect shall, in consultation with the Owner and the Construction Manager, ascertain the Owner's needs including aesthetic, function, quality, time, financial and other design-related issues, shall establish the requirements for the Project taking into account such needs of the Owner, and shall develop a written program for the Project with the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. After the Architect has reviewed such services and information and notifies the Owner in writing of any defects and deficiencies in such services or information of which the Architect is, or should be, aware, the Architect shall be entitled to rely on, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner and to the Construction Manager if the Architect becomes aware of, or should have become aware of (under the standard of performance established hereunder) any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include

design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and a reasonable time for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause or by the subsequent written agreement of the parties, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and make recommendations to the Owner, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services. Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause or by subsequent written agreement.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of work, made or given without the Architect's approval. Notwithstanding, if Owner proposes to take such action without the Architect's approval, and Architect believes such action may be detrimental to the aesthetic, architectural, and/or functional aspects of the completed Project, the Architect shall so inform the Owner, in writing and with specificity, as soon as reasonably practicable.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact all governmental authorities required to approve the Construction Documents (including but not limited to local zoning officials and the local Regional Superintendent of Schools) and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall prepare the paperwork required to apply for the approval of governmental authorities having jurisdiction over the Project, if necessary, and shall present such documentation to the Owner (with a copy to the Construction Manager) for review, approval and execution, if necessary. The Architect shall present the Project at meetings or hearings to facilitate those approvals and the issuance of all permits required to commence and complete construction.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Evaluation and Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall be ready for commencement and use by the Contractor during the construction phase, shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall use professional care and the standard of care required hereunder to incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, , the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the form of agreements and the Conditions of the Contract for Construction (General, Supplementary and other Conditions, as modified by Owner) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms; and (3) bidding information that describes the time, place, and conditions of bidding, including bidding forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review and (if necessary) recommend revisions to the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents. Upon receipt of Owner's approval of the Construction Documents, the Architect shall commence the Bidding Phase.

§ 3.5.6 Bidding Phase Services

Architect shall provide the following Bidding Phase services:

§ 3.5.6.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.6.2 Competitive Bidding

§ 3.5.6.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, all of which shall be included by the Architect, Construction Manager, and Owner in the Project Manual and Drawings.

§ 3.5.6.3 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for electronic distribution to prospective bidders,
- .2 participating with Owner and Construction Manager in a pre-bid conference for prospective bidders, and

- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda;
4. organizing and assisting the Owner in conducting the opening of bids and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.6.4 The Architect shall consider written requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by Owner. The Owner and Construction Manager have also amended the AIA Document A201–2017, and the Architect’s services are hereby modified to incorporate and accommodate those amendments. Architect is being provided an opportunity to review the amended A201-2017 and the amended A133, and understands its role with respect to the obligations of Construction Manager arising under those amended documents.

§ 3.6.1.2 Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services terminates on the date the Architect properly issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

As part of the Basic Services, the Architect shall, on a weekly basis, attend and conduct construction meetings with the Construction manager, Contractor and Subcontractors. The Architect shall, on a weekly basis, observe the site for the duration reasonably necessary to assure the Architect that the Work is proceeding in accordance with the Contract Documents. The Architect shall perform such site observations with competent personnel and consultants who are experienced in such task and acceptable to the Owner.

On the basis of such on-site construction observation, the Architect shall keep the Owner informed of the progress and quality of the Work and shall exercise due care and diligence to guard Owner against defects and deficiencies in the Work of the Contractor and the Subcontractors, and shall promptly report to the Owner any defects or deficiencies in any Work of which the Architect knows or reasonably should know. The Architect shall submit a field report to the Owner for each field visit. The Architect during critical phases of construction shall have its consultants provide on-site observation to verify construction is in accordance with the Contract Documents. In such instances, the Architect’s consultants shall

prepare a field report of the conditions observed and any recommendations to be acted upon by Owner. The Architect and its specialty engineers, consultants, agents and officers shall promptly upon notice or discovery during the Construction Phase or thereafter make necessary revisions or corrections of errors, ambiguities or omissions in its Drawings and Specifications without additional costs to the Owner. The Architect shall, at no additional cost to the Owner, provide project representation beyond Basic Services when required due to the Architect's failure to exercise the applicable standard of care

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the 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 Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations, recommendations, and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall, on a monthly basis, review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall 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 suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule 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.

§ 3.6.4.2 Pursuant to the Architect-approved Project Submittal Schedule, the Architect shall review and approve, or take other appropriate action upon, the Construction Manager'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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or

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.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents and shall regularly notify the Owner of same at progress meetings.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager. The Architect shall maintain a written record of such minor changes and shall regularly notify the Owner of same at the progress meetings. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

The Architect shall review requests by the Owner, Construction Manager or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation. If necessary, and if authorized by the Owner, the Architect shall prepare additional Drawings and Specifications to accompany the changes in the Work. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may, at the Owner's option, issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

With the Construction Manager, Architect shall evaluate all Change Orders and shall tender a written recommendation to Owner regarding the propriety of same. All such change orders shall be in writing, and the Owner's Superintendent of Schools is hereby designated as the Owner's designated representative authorized to approve change orders, subject to the following requirements: The Owner's representative shall be empowered to act to the extent permitted by law and Owner's policies. All change order requests shall be in writing, and Owner's Superintendent of Schools is hereby designated by Owner (upon Owner's approval of this Contract) as the Owner's authorized designee to independently make the determinations required by Section 33E-9 of the Illinois Criminal Code. The Architect shall present to Owner's Superintendent of Schools, for consideration, a draft of the written determination required under Section 33E-9 of the Illinois Criminal Code before each and any Change Order is authorized. No Change Order(s) will be valid unless it comports in all respects with this requirement, and the parties expressly acknowledge that no implicit or constructive change orders will arise or be effective hereunder.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work under Section 3.6.5.1.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief and the standard of performance required hereunder, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below **except those noted to be the responsibility of the Architect**, are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Not Provided
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Not Provided
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Architect
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Architect, Owner and Construction Manager
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other Supplemental Services	Not Provided
<i>(Row deleted)</i>	
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

To be determined on as assigned.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

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(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph deleted)

§ 4.2 Architect's Additional Services

Upon prior written authorization of Owner, the Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients; except where such digital data is already prepared and easily transmittable.
- .7 Preparation of design and documentation for alternate bid requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing; excluding District Board of Education.
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for

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the services provided prior to the Architect's receipt of the Owner's notice: and the Owner shall have no further obligation to compensate the Architect for those services.

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Two (2) visits monthly to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

(Paragraph deleted)

§ 4.2.5 If the services covered by this Agreement have not been completed within the time indicated and agreed to by the parties, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide, upon written request by the Architect, information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish with assistance from the Architect included as part of the Basic Services, the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner does not anticipate accelerated, phased or fast-track scheduling but acknowledges that it provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project to the extent permitted by applicable law and the Owner's policies and administrative procedures. The Owner shall render

decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 If reasonably requested in writing by the Architect, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site, as necessary. 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 other 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. Alternatively, Architect shall provide assistance to Owner with respect to Owner's solicitation of services and evaluations thereof.

§ 5.6 Upon receipt of the reasonable advance written request and recommendation of the Architect, the Owner shall furnish services of geotechnical engineers, which may include 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. Alternatively, Architect shall provide assistance to Owner with respect to Owner's solicitation of services and evaluations thereof.. The Architect shall assist the Owner in soliciting services for surveys, geotechnical and other tests when such services are deemed by Architect to be necessary for the Project.. It shall be understood the responsibility of the services is that of the Owner, even if it is paid as a reimbursable to the Architect.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.10 Upon receipt of the Architect's reasonable written request, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all of its own 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.

§ 5.12 The Owner shall use reasonable efforts to provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, . provided that the failure or delay by the Owner in providing such notice shall not create any liability for the Owner or waive any of Owner's rights or remedies under this Agreement or otherwise.

§ 5.13 The Owner shall endeavor to include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner and/or the Construction Manager (if so delegated by Owner) shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. To the extent the project is not completed, the Cost of the Work includes the Contractor's bid price, as modified by any Change Orders then properly executed. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, as an Additional Service the Architect shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service or without first notifying the Architect of its intent to use the Instruments of Service without retaining the authors, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the laws of the state of Illinois. Causes of action arising under, or relating to, the performance or breach of this Agreement shall be deemed to have accrued, and the applicable statutes of limitation and repose shall operate, as provided by Illinois law.

§ 8.1.2 To the extent damages are covered by property insurance, the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract between Owner and Contractor.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 The parties may elect to mediate any dispute arising hereunder in lieu of, or prior to, resorting to litigation, upon terms mutually acceptable to the parties.

(Paragraphs deleted)

§ 8.2.4 If The method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in the local state of Illinois circuit courts for Macon County, Illinois.

Other: *(Specify)*

(Paragraphs deleted)

§ 8.3 Arbitration – N/A

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for reasons other than the fault of the Architect shall be compensated for services properly performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services properly performed prior to

termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NONE.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Reasonable fee for costs incurred in preparing the Architect's Instruments of Service in question.

(Paragraph deleted)

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the state of Illinois without regard to conflict of law principles.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended by Owner as will be included in the Project Manual, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials, yet shall not be permitted to include any photographs of Owner's students in any such materials.. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary

information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1 and except as may be required by law. This Section 10.8 shall survive the termination of this Agreement.

(Paragraph deleted)

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Compensation shall be a fixed fee of Two Hundred Eighty Thousand Dollars (\$280,000)

(Paragraphs deleted)

If the scope of the project is reduced during the design and document phase, the architect's compensation may be adjusted to reflect the Guaranteed Maximum Price established by the Construction Manager.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Options to be determined.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Options to be determined.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect

(Paragraphs deleted)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows, unless modified in the applicable Project Authorization:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty-Five	percent (25	%)
Construction Documents Phase	Thirty-Five	percent (35	%)
Bidding or Negotiation Phase	Three	percent (3	%)
Construction Phase	Twenty-Two		22	
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases

simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached BLDD Architects, Inc. Standard Schedule of Hourly Rates (Exhibit D)

(Table deleted)

§ 11.7.1 Upon written authorization for Project Representation Beyond Basic Services, as described in Section 3.6, compensation shall be computed as follows:

On an hourly rate basis in accordance with the attached Architect's Schedule of Standard Hourly Rates (Exhibit D).

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner,
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10

(Paragraphs deleted)

Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall not pay the Architect for the additional costs incurred by the Architect for the additional

(Paragraphs deleted)

coverages.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 All payments contemplated under this Agreement for services properly performed shall be made by the Owner subject to the limitations contained in Section 11.1.3. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraphs deleted)

Payments by the Owner to the Architect shall comply with the requirements of the Illinois "Local Government Prompt Payment Act," 50 ILCS 505/1 et seq.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.2 "The Owner and Architect agree that certain increased costs and changes may be required because of possible errors, omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by the Architect and, therefore, that the final construction cost of the Project may exceed the initial construction contract amount. The Owner agrees to set aside a reserve in the amount of 1.5% of the Project construction cost as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes."

If as a result of Architect's gross negligence, an error in the Construction Documents results in additional construction costs in excess of the 1.5% reserve, the Architect shall be responsible for paying those additional construction costs for which Architect is responsible as damages as determined on the basis of applicable contractual obligations and professional liability standards.

If a required item or component of the Project is omitted from the Architect's Construction Documents, the Owner shall be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Construction Documents. If the omission was due to the Architect's gross negligence, the Architect shall be responsible for any additional costs, in excess of the 1.5% reserve, related to the rework of previously installed or completed construction to allow for the installation of the omitted component.

The Architect agrees that the additional Architectural services required to correct any such errors, omission, ambiguities and inconsistencies, regardless of whether such services are designated as Basic, Supplemental, or Additional Services, shall be provided at no additional cost to the Owner. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes."

§ 12.3 This Agreement represents the entire agreement between Architect and Owner and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by Owner and Architect. In the event of a conflict between this Agreement or any exhibits hereto and a proposal from Architect, this Agreement and its exhibits shall control, followed in order of precedence by the A201 General Conditions as amended, then by the supplementary conditions, then by Owner's request for qualifications or proposal, then by the drawings and specifications, and then by the Architect's proposal, if such proposal is a part of the Contract Documents.

§ 12.5 This contract involves and calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. Architect acknowledges that this is a public works project governed by the Illinois Prevailing Wage Act, and that all work contemplated hereunder shall require all laborers to be paid not less than the established prevailing rate of wages. 820 ILCS 130/1 et seq. Architect shall perform all work hereunder with the understanding that compliance with the Illinois Prevailing Wage Act and all reporting requirements thereunder will be mandatory and required for all Contractors, Subcontractors and sub-tier subcontractors.

§ 12.6 Architect represents that it has in place a Sexual Harassment Policy in accordance with the Illinois Human Rights Act and shall ensure that all of its subcontractors have in place a Sexual Harassment Policy prior to commencement of Work on the Project. 775 ILCS 5/1-105.

§ 12.7 Architect 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. Architect shall require that no Subcontractor discriminates as set forth in this Section.

§ 12.8 Architect represents that it is in conformance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

§ 12.9 The Agreement shall be governed by the law of the state of Illinois, without regard for conflict of law principles, with exclusive venue for any dispute arising hereunder being the local circuit courts of Macon County, Illinois. Each party has reviewed and approved this Agreement and any rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement. Architect agrees to comply with all rules, regulations, and policies applicable to its performance of the services required hereunder, expressly including applicable policies of Owner.

§ 12.10 Compliance with Laws and Regulations. Architect agrees to comply with all laws, regulations, and Policies of Owner relating to the scope of the Project. By way of example and not limitation, Architect further agrees and certifies that: Architect is not barred from bidding on, or performing under, this Agreement as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended; Neither Construction Manager nor its signatory, have, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding; Architect further certifies that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of this Agreement; Architect is in compliance with the Illinois Department of Human Rights regulations, Equal Employment Opportunity Clause, and the Illinois Fair Employment Practices Act; ARchitect has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this Agreement; Architect does hereby certify that pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), it shall provide a drug-free workplace for all employees engaged in the performance of services under the Agreement by complying with the requirements of the Illinois Drug-Free Workplace Act, and further certifies that it is not ineligible for award of this Agreement by reason of debarment for a violation of the Illinois Drug-Free Workplace Act; Architect and its employees will abide by the laws of the State of Illinois and Owner's no smoking policy at all times during performance of the Agreement; the signatory to this Agreement is the duly authorized agent of Architect, and that Architect has given him / her actual authority to enter into this Agreement and make the certifications contained herein on Architect's behalf, and that Owner may rely upon all certifications submitted; Architect has reviewed and fully understands the scope of the Agreement, has completely reviewed the general and specific conditions and requirements of the Agreement, and is aware of all applicable laws and their requirements; Architect has the necessary equipment and personnel (including backups) or has documented financial ability and means

to acquire the same sufficient to adequately and properly perform the Agreement; Construction Manager is a _____ corporation _____ partnership _____ other (identify: _____) (check one) in good standing with the State of Illinois and that Contractor is duly authorized by the State of Illinois to conduct business in Illinois; that Architect has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to the Illinois Use Tax Act; and that all figures and representations set forth herein are true, complete, and accurate.

§ 12.11 Background Checks. The work provided hereunder is expected to require, involve, or otherwise cause direct daily contact with students, so Architect agrees that any and all of the persons Architect uses to provide work to Owner pursuant to this Agreement (including but not limited to Architect, its owners, employees, agents, subcontractors, and/or any party performing work on Owner's properties pursuant to this Agreement, along with all such persons of any subcontractor of Architect), shall have successfully passed the "Illinois Criminal Background and Investigation" checks as required by law. Owner shall establish protocols for background checks, and Architect will require its employees and those workers assigned to Architect as contemplated hereunder to comply in all regards with Owner's demands for information, documentation (identification cards, driver's license, etc.) and data to perform background checks, with the costs thereof to be incurred by, and charged to, Architect in a manner whereby the results thereof are on file and available to the Owner prior to commencement of Architect's work hereunder and/or as soon as reasonably practicable after the hiring of any new employee. No employee of Architect with a background check deemed unacceptable by Owner, in and at Owner's complete discretion, shall be permitted to perform work hereunder.

§ 12.12 Governor's Executive Orders. Architect agrees to comply with, and to require all of its subcontractors to comply with all Executive Orders pertaining to COVID-19 and/or other similar pandemic-related laws, rules, regulations, requirements, and/or orders, including but not limited to Executive Order 2021-20 (and renewals threto) applicable to the vaccination and/or testing and/or masking of all contractors of Illinois public schools.

§ 12.13. As part of the Basic Services and at no additional charge to Owner, the Architect assigned to the project shall attend Owner's Board of Education meetings every other month to update Owner and to answer any questions Owner may have regarding the project and its progress.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2

(Paragraphs deleted)

Other documents:

(List other documents, if any, forming part of the Agreement.)

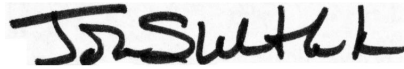
This Agreement entered into as of the day and year first written above.

- Project Budget dated 6/24/24 as Exhibit A
- Sheet A103-Senior/Junior High-Second Floor Plan as Exhibit B
- Jr. High Partial First Floor Plan as Exhibit C
- Supplementary Conditions Rev/Final dated 12/13/22 as Exhibit D
- BLDD Architects, Inc. Standard Schedule of Hourly Rates as Exhibit E
- ACORD Certificate of Professional Liability Coverage as Exhibit F
- ACORD Certificate of General Liability Coverage as Exhibit G

OWNER *(Signature)*

(Row deleted)

(Printed name and title)



06/25/2024

ARCHITECT *(Signature)*

John Whitlock, AIA, NCARB, LEED AP®
Principal

(Printed name, title, and license number, if required)

Mt. Zion CUSD #3 High School Science Lab Renovation and Fire-Door Replacement



Mt. Zion, IL

June 24, 2024

CONSTRUCTION BUDGET				\$ 2,602,515
CONSTRUCTION				\$ 2,248,150
Demolition	5865 sf	\$ 10	\$ 58,650	
HS Science Lab Remodel	5865 sf	\$ 300	\$ 1,759,500	
JH Miscellaneous Science Lab Improvments	1 ls	\$ 250,000	\$ 250,000	
Fire-Door replacement	1 ls	\$ 180,000	\$ 180,000	
CONTINGENCY				\$ 354,365
Design Contingency	5%		\$ 112,408	
Bid Contingency	5%		\$ 118,028	
Construction Contingency	5%		\$ 123,929	

SOFT COSTS				\$ 385,000
FEES AND SERVICES				\$ 285,000
Professional Fees				
A/E			\$ 280,000.00	
Asbestos Abatement			\$ -	
Reimbursable Expenses			\$ 5,000.00	
OTHER COSTS				\$ 100,000
Technology, Telecom, Security			\$ 50,000	
Furnishings, Fixtures, Equipment			\$ 50,000	
Asbestos Abatement			\$ -	

Project Budget

\$ 2,987,515

Mt. Zion CUSD #3
and Fire-Door Replacement

GENERAL NOTES

Original Building (1967)
 Addition (1974 & 2000)
 Height: Two story
 Construction Classification:
 1967: Type II, non-combustible, Plan Type 'CP', multi-story w/ enclosed interior
 1974: Type II, non-combustible construction, Plan type 'A', single story
 2000: Type 2C, unprotected
 Protection Classification: Partially Sprinklered, See plan for location

Original Building:
 First Floor Total SF: 50,320 sq. ft
 Second Floor Total SF: 30,703 sq.ft
 2000 Addition:
 First Floor Total SF: 5,115 sq. ft
 Second Floor Total SF: 5,115 sq. ft
 Total SF: 91,253 sq. ft

FIRE SEPARATION PARTITIONS

- 30 MIN. ———
- 45 MIN. ———
- 1 HR ———
- 2 HR ———

SYMBOL LEGEND

- FE FIRE EXTINGUISHER
- FEC FIRE EXTINGUISHER CABINET
- HEAT DETECTOR
- ↔ EMERGENCY LIGHT
- ☐ CEILING - MOUNTED EMERGENCY LIGHT
- ⚡ STROBE / HORN SIGNAL
- ⚡ HORN SIGNAL
- ⚡ STROBE LIGHT
- Ⓜ PULL STATION
- ⊗ EXIT SIGN
- PH PANIC HARDWARE
- ◇ ELECTRIC HOLD OPEN
- ▭ FIRE SEPARATION
- AVX AUDIO VISUAL ALARM - WALL MOUNTED
- DS- DUCT MOUNTED SMOKE DETECTOR
- FACP FIRE ALARM CONTROL PANEL

date _____
 revised _____
 drawn by _____
 checked by _____



BLDD Architects, Inc.
 100 Merchant Street
 Decatur, Illinois 62523
 Phone: 217-429-5105
 Fax: 217-429-5167

Design Firm
 Registration
 #184-000723

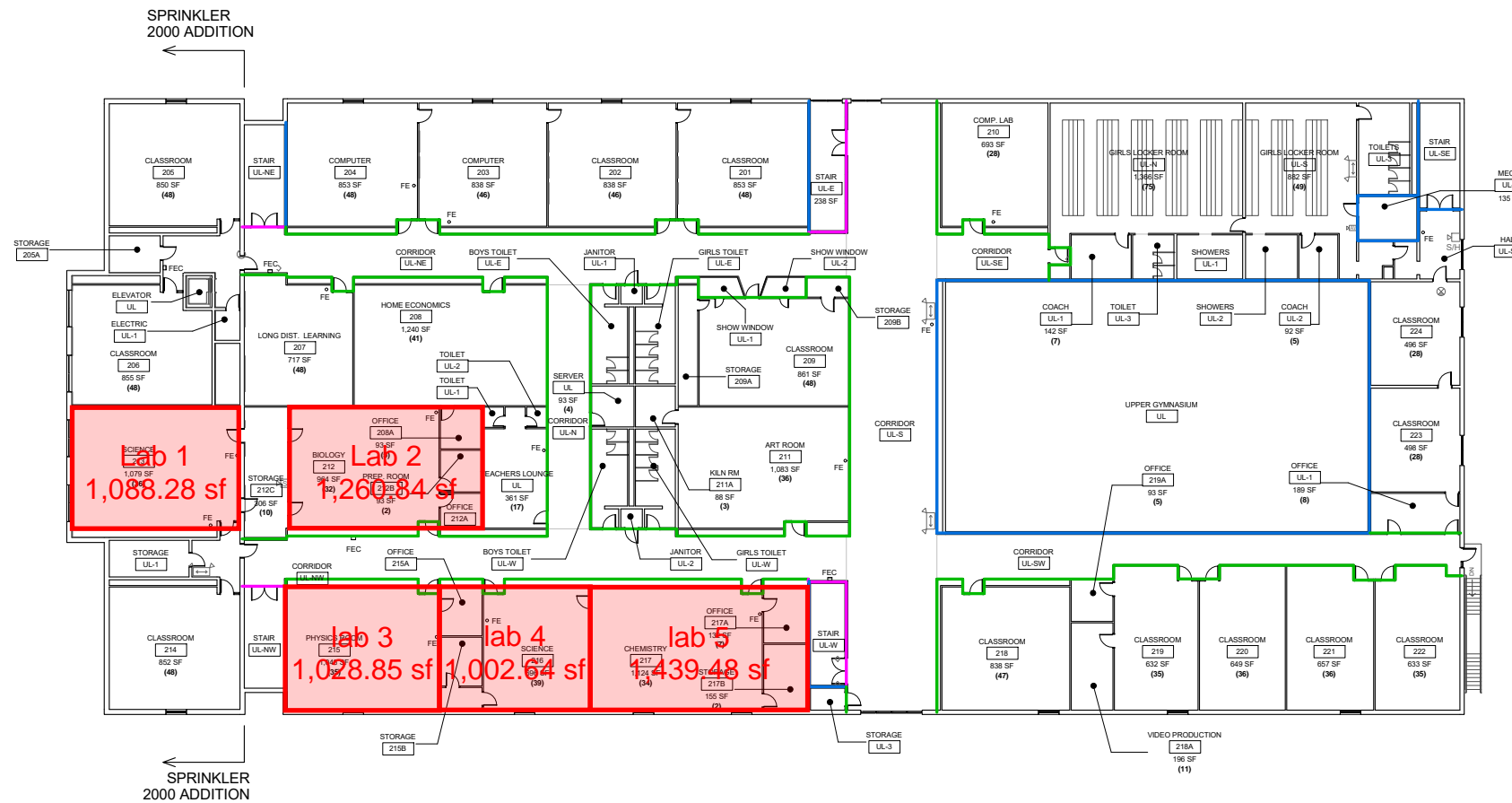
SENIOR / JUNIOR HIGH - SECOND FLOOR PLAN

SAFETY REFERENCE PLAN
 Mt. Zion CUSD #3
 MT. ZION, ILLINOIS

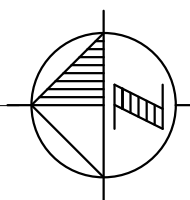
sheet

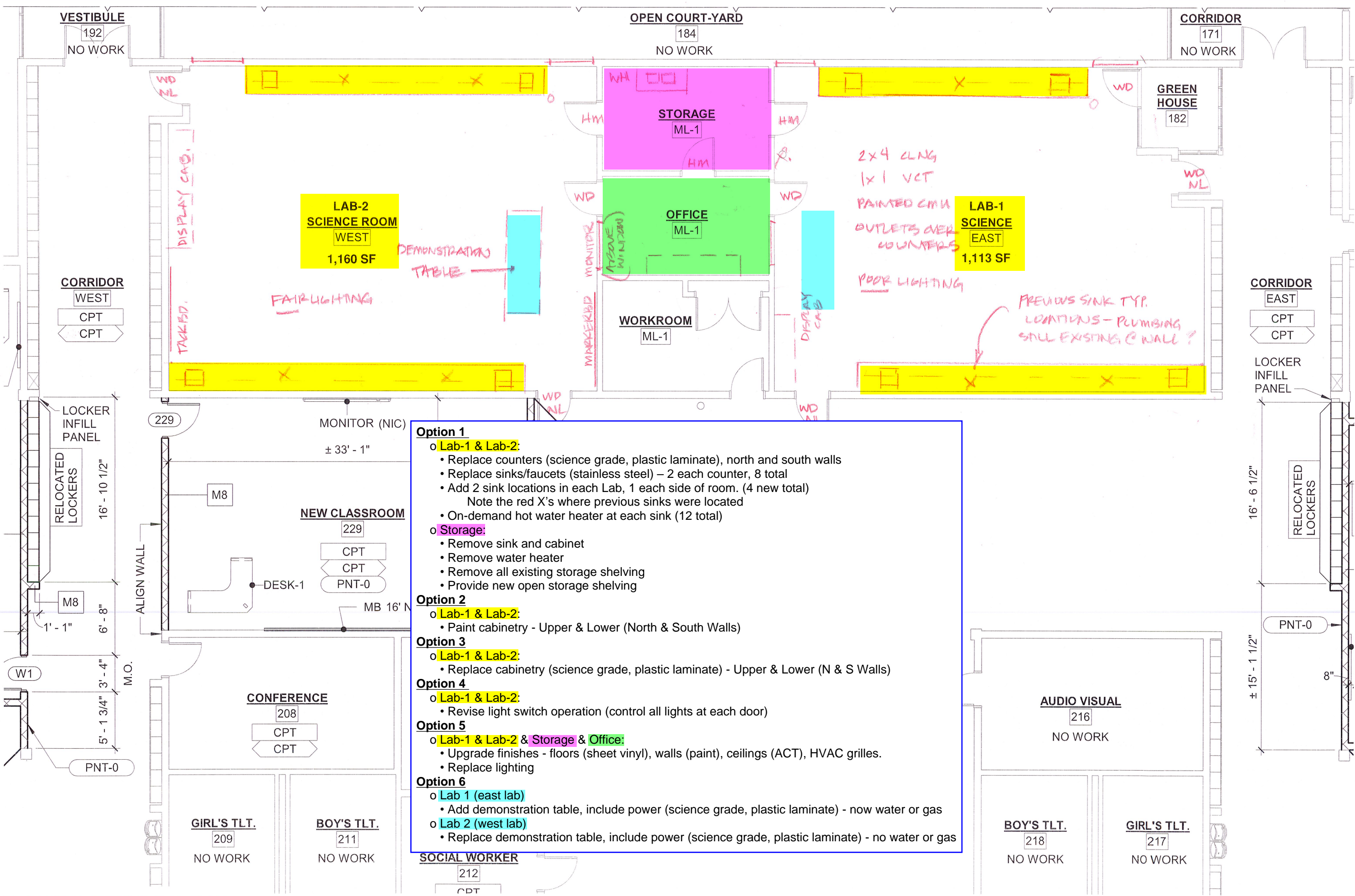
A103

project
 141EX14.200



① UPPER LEVEL PLAN
 1" = 40'-0"





- Option 1**
- o **Lab-1 & Lab-2:**
 - Replace counters (science grade, plastic laminate), north and south walls
 - Replace sinks/faucets (stainless steel) – 2 each counter, 8 total
 - Add 2 sink locations in each Lab, 1 each side of room. (4 new total)
Note the red X's where previous sinks were located
 - On-demand hot water heater at each sink (12 total)
 - o **Storage:**
 - Remove sink and cabinet
 - Remove water heater
 - Remove all existing storage shelving
 - Provide new open storage shelving
- Option 2**
- o **Lab-1 & Lab-2:**
 - Paint cabinetry - Upper & Lower (North & South Walls)
- Option 3**
- o **Lab-1 & Lab-2:**
 - Replace cabinetry (science grade, plastic laminate) - Upper & Lower (N & S Walls)
- Option 4**
- o **Lab-1 & Lab-2:**
 - Revise light switch operation (control all lights at each door)
- Option 5**
- o **Lab-1 & Lab-2 & Storage & Office:**
 - Upgrade finishes - floors (sheet vinyl), walls (paint), ceilings (ACT), HVAC grilles.
 - Replace lighting
- Option 6**
- o **Lab 1 (east lab)**
 - Add demonstration table, include power (science grade, plastic laminate) - now water or gas
 - o **Lab 2 (west lab)**
 - Replace demonstration table, include power (science grade, plastic laminate) - no water or gas

JR. HIGH PARTIAL FIRST FLOOR PLAN
1/8" = 1'-0"



Hourly Rates



Effective Jan. 1-Dec. 31, 2024

Principal I	\$180
Principal II	\$200
Senior Associate I	\$140
Senior Associate II	\$165
Associate	\$100
Associate I	\$125
Associate II	\$145
Architect I	\$90
Architect II	\$95
Architect III	\$110
Architect IV	\$120
Architect V	\$160
Architectural Intern I	\$75
Architectural Intern II	\$85
Architectural Intern III	\$95
Architectural Intern IV	\$100
Architectural Designer I	\$75
Architectural Designer II	\$90
Architectural Designer III	\$105
Architectural Designer IV	\$120

Interior Designer I	\$75
Interior Designer II	\$85
Interior Designer III	\$90
Interior Designer IV	\$105
Interior Designer V	\$120
Structural Engineer I	\$125
Structural Engineer II	\$140
Structural Engineer III	\$175
Administrative Assistant I	\$65
Administrative Assistant II	\$70
Administrative Assistant III	\$80
Environmental Graphic Designer I	\$90
Environmental Graphic Designer II	\$100
Data Software Administrator I	\$85
Data Software Administrator II	\$95
Site Representative I	\$90
Site Representative II	\$115

BLDD Architects, Inc. reassesses standard hourly billing rates annually based on current payroll rates and overhead factors. BLDD Architects, Inc. reserves the right to increase each classification by increments of \$5 per hour after January 1, 2025. Consultant services will be billed at 1.1 times the amount of invoice to BLDD. Reimbursable expenses will be billed at 1.1 times the cost to BLDD.

Rev/Final 12/13/22

SUPPLEMENTAL CONDITIONS

These **Supplemental Conditions** shall constitute material provisions to the construction agreements among Owner, the Architect, and any of the Architect's subcontractors or subconsultants. In the event of any conflict between: (a) these Supplemental Conditions; and (b) any term of the AIA Document B133 - 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition (as amended), the terms of these Supplemental Conditions shall supersede and govern.

1. **Indemnification, Hold Harmless Covenant, and Insurance.** Architect hereby agrees to indemnify and hold Owner, its board members, officers, agents, employees, administrators, and any other parties designated by Owner (hereinafter collectively called the "Indemnitees") fully and completely harmless from all losses, claims, liabilities, injuries, damages and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the Architect's performances, acts, omissions, or breaches of their respective duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Architect, or by or for any of their respective subcontractors under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts. The Architect is deemed to be an independent contractor and shall not be deemed to be an employee of Owner, so Owner shall not provide worker's or workmen's compensation coverage for any of their acts.
2. **Insurance.** Architect shall procure, at no expense to Owner, the insurance coverages set forth in **Exhibit 1** and shall adhere to all provisions of **Exhibit 1**. Each policy and coverage shall, by written endorsement, name Owner as an additional insured on its liability policies, and copies of each such policy and endorsement shall be provided to Owner prior to any party commencing work on the Project. The promises, covenants, and obligations set forth herein constitute material provisions of this Agreement and shall survive termination of this Agreement.
3. **Termination.** Owner may terminate this Agreement at any time, in whole or in part, with or without cause, by and upon providing written notice to Architect.

If this Agreement is terminated for cause, Architect shall be liable to Owner for damages derived from its actions or inactions, including but not limited to any increase in project cost incurred by Owner in completing the work, and/or for any additional or other damages Owner suffers.

In the event this Agreement is terminated for Owner's convenience and without cause, Architect shall be compensated (on a prorated basis) for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of Owner.

Under no scenario shall Owner have any liability to Architect beyond the date of termination and Owner's payment(s) for services properly performed up to the date of termination. In no event shall Architect be compensated for anticipated profit or lost opportunity.

4. Liens. Architect, prior to submitting an application for payment to Owner, shall ensure that all appropriate lien waivers, in form acceptable to Owner, are submitted with each statement for work rendered or request for payment.

5. Successors and Assigns; No Subcontracting. Architect shall not assign any rights under, or interest in, this Agreement, nor may Architect subcontract any duties arising hereunder, without the prior written consent of the Owner. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Controlling Law. This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and any rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement. Architect agrees to obtain all authorizations and to comply with all rules, regulations, and policies applicable to its performance of the services required hereunder, expressly including all applicable policies of Owner and directives and approvals received from, and/or required by, the local municipal and/or other zoning authorities, along with any Federal requirements required due to Owner's funding sources or oversight. The exclusive venue for any claim arising hereunder shall be the local Illinois circuit court for Macon County, Illinois.

7. Prevailing Wage Act. THE UNDERLYING PROJECT CALLS FOR THE CONSTRUCTION OF A "PUBLIC WORK" WITHIN THE MEANING OF THE ILLINOIS PREVAILING WAGE ACT, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department of Labor publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department of Labor's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All parties rendering services under this contract must comply with all requirements of the Act to the fullest extent applicable, including but not limited to, all wage requirements and notice and record keeping duties.

8. Employment of Illinois Workers on Public Works Act. Architect acknowledges that the project will, at all applicable times, require compliance with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., which (in general) comes into effect following two consecutive months of a state unemployment rate above five (5) percent. Architect shall assist Owner in ensuring compliance with this Act.

9. Background Checks. To the extent the work provided hereunder requires, involves or

otherwise causes Architect to come into direct daily contact with students, Architect, agrees that that it and all of the persons it uses to provide work on the project site to Owner pursuant to the Agreement (including but not limited to Architect's owners, employees, agents, subcontractors, and/or any party performing work on Owner's properties pursuant to this Agreement), shall have successfully passed the "Illinois Criminal Background and Investigation" checks as required by law. Any and all such persons working on the project site shall submit information and permission to Owner sufficient to permit Owner to conduct background checks contemplated and/or required by the Illinois School Code on such workers. Owner reserves the right to request, at Owner's sole discretion, the reassignment of any particular worker(s) placed by Architect on the Project site (or otherwise assigned to perform services hereunder) so that said worker(s) are no longer providing services hereunder. No person shall be employed on the Project if Owner has a reasonable objection. If Owner notifies Architect that Owner has reasonable objection to any such individual, Architect shall remove such person from the Project and propose substitutes to Owner for Owner's consideration and potential approval.

10. Compliance with Laws. Architect agrees to comply with all laws, regulations, and policies of Owner relating to the scope of the Project. By way of example and not limitation, Architect further agrees and certifies that: it is not barred from bidding on, or performing under, this Agreement as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended; its signatory has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding; each signatory further certifies that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the Contract; it is in compliance with the Illinois Department of Human Rights regulations, Equal Employment Opportunity Clause, and the Illinois Fair Employment Practices Act; it has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this Agreement; if having twenty-five employees or more, it does hereby certify that pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), it shall provide a drug-free workplace for all employees engaged in the performance of services under the Agreement by complying with the requirements of the Illinois Drug-Free Workplace Act, and further certifies that it is not ineligible for award of this Agreement by reason of debarment for a violation of the Illinois Drug-Free Workplace Act; it and its employees will abide by the laws of the State of Illinois, and all Federal laws, rules, and/or regulations applicable to the Project; the signatory to this Agreement is the duly authorized agent with actual authority to enter into this Agreement and make the certifications contained herein on its behalf, and that Owner may rely upon all certifications submitted; it has reviewed and fully understands the scope of the Agreement, has completely reviewed the general and specific conditions and requirements of the Agreement, and is aware of all applicable laws and their requirements; it has the necessary equipment and personnel (including backups) or has

documented financial ability and means to acquire the same sufficient to adequately and properly perform the Agreement; Architect is organized as a (check one) _____ corporation _____ partnership _____ other (identify: _____) of the state of _____ Illinois _____ and is also in good standing with the State of Illinois and is duly authorized by the State of Illinois to conduct business in Illinois; that it has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to the Illinois Use Tax Act; and that (with respect to Contractor) all figures and representations and documents contained in Contractor's bid or proposal (if any were submitted) are true, complete, and accurate. Architect agrees to comply with, and to require all of its employees and subcontractors to comply with all Executive Orders pertaining to COVID-19 and/or other similar pandemic-related laws, rules, regulations, requirements, and/or orders in effect at any time applicable to each of their performances hereunder.

LIABILITY INSURANCE

Architect shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall they allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

Architect shall each furnish Owner with Certificates of Insurance, with Owner named by written endorsement as an additional insured, showing the following minimum coverage with an insurance company acceptable to Owner. Further, the Certificate of Insurance shall state that coverage provided is primary with respect to any other coverage that may be available to Owner. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to Owner.

The insurance coverage required here-in-under shall be the minimum amounts maintained by Architect until all Work is completed and accepted by Owner.

- A. Workers Compensation
 - 1. State: Statutory
 - 2. Applicable Federal: Statutory
 - 3. Employer's Liability:
 - a. \$1,000,000 per Accident
 - b. \$1,000,000 Occupational Disease

- B. Commercial Comprehensive Liability
 - 1. Each Occurrence: \$1,000,000
 - 2. Products/Completed Operations Aggregate: \$1,000,000
 - 3. Personal/Advertising Injury: \$1,000,000
 - 4. General Aggregate: \$2,000,000
 - 5. Policy shall include:

- a. Premises: Operations
 - b. Independent Contractors Liability
 - c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
 - d. Contractual Liability
 - e. Coverage for explosion (x), collapse l, and underground (u).
6. The Commercial Comprehensive Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insured on the Contractor's Commercial Comprehensive Liability policy using Form CG 20 10 or its equivalent, must include both on-going and completed operations, and shall name Owner, its Board of Education, officers, employees and agents as additional insureds at a minimum. Architect hereby agrees to effectuate the naming of such additional insureds as unrestricted additional insureds on Architect's policy. The additional insured endorsement shall provide the following:
- a. That the coverage afforded the additional insureds will be primary and non-contributory insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of Architect.
 - b. That the policy shall contain a thirty (30) day notice of cancellation prior to the effective date thereof.
 - c. That if the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.
 - d. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance.
 - e. That the additional insureds will not be given less than thirty (30) days prior written notice of any cancellation thereof. The Contractor will furnish a Certificate of Insurance evidencing the foregoing.
 - f. The general liability aggregate will be on a "Per Project" basis.

C. Business Auto Liability (including owned, non-owned and hired vehicles).

- 1. Bodily injury
 - a. \$500,000 per person
 - b. \$1,000,000 per accident
- 2. Property damage:

- \$500,000 or
3. Combined Single limit: \$1,000,000

D. Umbrella

1. If Contractor's Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy written by an insurance company acceptable to the Owner may be used to meet the minimum limits required.
2. Umbrella Excess Liability: \$1,000,000
3. Confirm that umbrella/excess liability coverage follows form of the underlying liability coverages,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Jake Winkler</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 309-282-3913</td> <td>FAX (A/C. No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: jwinkler@holmesmurphy.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : XL Specialty Insurance</td> <td style="text-align: right;">NAIC # 37885</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Jake Winkler		PHONE (A/C. No. Ext): 309-282-3913	FAX (A/C. No):	E-MAIL ADDRESS: jwinkler@holmesmurphy.com		INSURER(S) AFFORDING COVERAGE		INSURER A : XL Specialty Insurance	NAIC # 37885	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED BLDD Architects, Inc. 100 Merchant St., Suite 200 Decatur, IL 62523-1217	BLDARPCP																				

COVERAGES **CERTIFICATE NUMBER: 1617740576** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			DPR5026943	4/6/2024	4/6/2025	Per Claim Aggregate \$3,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Informational Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2024

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

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

Table with PRODUCER (Dansig Incorporated) and INSURED (BLDD Architects Inc) information, including contact details for Kay Jacobs and a list of insurers (Cincinnati Insurance Company, Employers Insurance Group).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, with columns for policy numbers, dates, and limits.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Table for CANCELLATION with text: 'SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.' and a signature for Dan Reynolds.



AIA® Document A133® – 2019

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 with a Guaranteed Maximum Price

AGREEMENT made as of the Sixth day of May in the year Two Thousand and Twenty-Four
(In words, indicate day, month, and year.)

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

Mt Zion School District
1595 W, Main St
Mt. Zion, IL 62549

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

Harold O’Shea Builders, Inc., d/b/a O’Shea Builders
3401 Constitution Drive
Springfield, IL 62711

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

Mt Zion Jr/Sr High Science Lab Remodeling
305 S, Henderson Street
Mt. Zion, IL 62549

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

BLDD Architects
100 N. Merchant St.
Decatur, IL 62523

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Renovation of Junior and Senior High Science Lab, classrooms to include built-in lab equipment, casework and room finishes. Work may include various remodeling improvements to other areas of the building also.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

Two Million Nine Hundred Eighty Seven Thousand Five Hundred Fifteen Dollars (\$2,987,515.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

October 15, 2024,

.2 Construction commencement date:

June 2, 2025,

.3 Substantial Completion date or dates:

August 11, 2025,

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Work is likely to occur in phases over the course of one summer with some work to occur during the following fall semester of school but coordinated to limit disruption to the school during operating hours..

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Other minor remodeling projects in the school may be addressed and bid separately, or in conjunction with this Project.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Mr. Travis Roundcount
Superintendent of Schools
1595 W. Main St.
Mt. Zion, IL 62549

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

N/A

Init.

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

N/A

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Mr. John Whitlock
BLDD Architects
100 N. Merchant St.
Decatur, IL 62523

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Mr. Michael E. O'Shea
Harold O'Shea Builders Inc., d/b/a O'Shea Builders
3401 Constitution Drive
Springfield, IL 62711

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

N/A

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

N/A

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. 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. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 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.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.4 Illinois Prevailing Wage

Construction Manager shall comply with 820 ILCS 130/1 et seq. as amended, known as the Prevailing Wage Act, and its attendant rules as issued by the Illinois Department of Labor.

§ 2.5 Non-Discrimination

Construction Manager shall observe and comply with the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.) the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et seq.), the Public Works Employment Discrimination Act (775 ILCS 10), the U.S. Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act of 1973 and rules applicable to each of the foregoing statutes. Construction Manager and each of its subcontractors shall have in place a written sexual harassment policy in accordance with the Illinois Human Rights Act.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. 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.

§ 3.1 Preconstruction Phase

§ 3.1.1 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 except as may be included as part of the

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User Notes:

(1968783950)

Guaranteed Maximum Price. 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.

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

§ 3.1.3 Consultation

§ 3.1.3.1 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.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 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 affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

§ 3.1.6.2 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, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

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

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

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

§ 3.1.13 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.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Provide separate bid packages as necessary to procure long-lead items to maintain the Project schedule.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .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 Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances; contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. 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 Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The

written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 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 of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

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.

§ 3.3.2.4 Daily Logs

The Construction Manager shall 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.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for 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 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 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.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, 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. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 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 Article 7, (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 Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, 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.

§ 4.1.4.1 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.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written 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 other 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.

§ 4.1.4.3 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.

§ 4.1.5 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.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 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 A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **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.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, 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 with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

A Preconstruction Fee in the amount of Thirty Thousand Dollars (\$30,000.00), which is based upon a construction budget of Approximately Two Million Nine Hundred Eighty Seven Thousand Five Hundred Fifteen Dollars (\$2,987,515.00). If, due to additions to the Scope of Work, the Guaranteed Maximum Price amount exceeds the aforementioned construction budget by an amount of ten percent (10%) or more, the Preconstruction Fee shall be adjusted commensurate to the original Preconstruction Fee's percentage of the original construction budget.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Description

Init.

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	1-May-24	1-May-25	1-May-26
Project Executive	\$ 193.00	\$ 200.75	\$ 206.75
PreCon Director	\$ 190.25	\$ 197.75	\$ 203.75
Virtual Design Construction Manager	\$ 88.75	\$ 92.25	\$ 95.00
Planning Operations Manager	\$ 115.50	\$ 120.00	\$ 123.50
Chief Estimator	\$ 192.75	\$ 200.50	\$ 206.50
Estimator	\$ 122.25	\$ 127.25	\$ 131.00
Senior Project Manager	\$ 171.00	\$ 177.75	\$ 183.00
Project Manager	\$ 157.75	\$ 164.00	\$ 169.00
Project Engineer	\$ 98.50	\$ 102.50	\$ 105.50
Contract Administrator	\$ 72.00	\$ 75.00	\$ 77.25
Senior Job Superintendent	\$ 143.25	\$ 149.00	\$ 153.50
Job Superintendent	\$ 134.75	\$ 140.25	\$ 144.50
Carpenter General Foreman	\$ 111.50	\$ 116.00	\$ 119.50
Carpenter Foreman	\$ 110.50	\$ 115.00	\$ 118.50
Carpenter Journeyman	\$ 104.00	\$ 108.25	\$ 111.50
Cement Mason General Foreman	\$ 107.00	\$ 111.25	\$ 114.50
Cement Mason Foreman	\$ 101.25	\$ 105.25	\$ 108.50
Cement Mason Journeyman	\$ 89.25	\$ 92.75	\$ 95.50
Laborer Foreman	\$ 99.50	\$ 103.50	\$ 106.50
Laborer	\$ 97.50	\$ 101.50	\$ 104.50
Operator Foreman	\$ 135.75	\$ 141.25	\$ 145.50
Operators	\$ 106.75	\$ 111.00	\$ 114.25
Operator Crane	\$ 109.25	\$ 113.50	\$ 117.00
Operator Pump Truck	\$ 122.50	\$ 127.50	\$ 131.25
Ironworker Superintendent	\$ 119.00	\$ 123.75	\$ 127.50
Ironworker Foreman	\$ 109.75	\$ 114.25	\$ 117.75
Ironworker Journeyman	\$ 107.75	\$ 112.00	\$ 115.25
Truck Driver	\$ 86.00	\$ 89.50	\$ 92.25
Cement Mason Heavy Highway	\$ 91.50	\$ 95.25	\$ 98.00
Cement Mason Foreman Heavy Highway	\$ 104.75	\$ 109.00	\$ 112.25
Laborer Heavy Highway	\$ 95.50	\$ 99.25	\$ 102.25
Laborer Foreman Heavy Highway	\$ 97.75	\$ 101.75	\$ 104.75
Crane Operator Heavy Highway	\$ 122.50	\$ 127.50	\$ 131.25
Operating Engineer Heavy Highway	\$ 118.50	\$ 123.25	\$ 127.00

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) 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.

§ 5.2 Payments

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

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Fifteen (15) 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.
(Insert rate of monthly or annual interest agreed upon.)

Seven Percent 7% Annual

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 For the Construction Manager's performance of the Work as described in Section 3.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 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.)

4.25%

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

The Construction Manager's Fee for changes in the Work shall be the percentage provided for in Section 6.1.2 multiplied by the cost of the changes in the Work.

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

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

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

N/A

§ 6.1.7 Other:

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

N/A

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Contract Sum exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. If the Contract Sum minus any unused contingencies is less than the Guaranteed Maximum Price as adjusted in accordance with this Agreement, seventy-five percent (75%) of such savings shall be retained by the Owner and twenty-five percent (25%) of such savings shall be paid to the Construction Manager.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 6.3 Changes in the Work

§ 6.3.1 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 Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 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 6.1.3 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, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work. Cost of labor shall be as outlined in the rates prescribed below.

Description			
	1-May-24	1-May-25	1-May-26
Project Executive	\$ 193.00	\$ 200.75	\$ 206.75
PreCon Director	\$ 190.25	\$ 197.75	\$ 203.75
Virtual Design Construction Manager	\$ 88.75	\$ 92.25	\$ 95.00
Planning Operations Manager	\$ 115.50	\$ 120.00	\$ 123.50
Chief Estimator	\$ 192.75	\$ 200.50	\$ 206.50
Estimator	\$ 122.25	\$ 127.25	\$ 131.00
Senior Project Manager	\$ 171.00	\$ 177.75	\$ 183.00
Project Manager	\$ 157.75	\$ 164.00	\$ 169.00
Project Engineer	\$ 98.50	\$ 102.50	\$ 105.50
Contract Administrator	\$ 72.00	\$ 75.00	\$ 77.25

Senior Job Superintendent	\$ 143.25	\$ 149.00	\$ 153.50
Job Superintendent	\$ 134.75	\$ 140.25	\$ 144.50
Carpenter General Foreman	\$ 111.50	\$ 116.00	\$ 119.50
Carpenter Foreman	\$ 110.50	\$ 115.00	\$ 118.50
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Cement Mason Foreman	\$ 101.25	\$ 105.25	\$ 108.50
Cement Mason Journeyman	\$ 89.25	\$ 92.75	\$ 95.50
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Laborer	\$ 97.50	\$ 101.50	\$ 104.50
Operator Foreman	\$ 135.75	\$ 141.25	\$ 145.50
Operators	\$ 106.75	\$ 111.00	\$ 114.25
Operator Crane	\$ 109.25	\$ 113.50	\$ 117.00
Operator Pump Truck	\$ 122.50	\$ 127.50	\$ 131.25
Ironworker Superintendent	\$ 119.00	\$ 123.75	\$ 127.50
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Truck Driver	\$ 86.00	\$ 89.50	\$ 92.25
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Cement Mason Foreman Heavy Highway	\$ 104.75	\$ 109.00	\$ 112.25
Laborer Heavy Highway	\$ 95.50	\$ 99.25	\$ 102.25
Laborer Foreman Heavy Highway	\$ 97.75	\$ 101.75	\$ 104.75
Crane Operator Heavy Highway	\$ 122.50	\$ 127.50	\$ 131.25
Operating Engineer Heavy Highway	\$ 118.50	\$ 123.25	\$ 127.00

§ 7.2.2 Wages or salaries of the Construction Manager’s employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below:

- Project Executive
- Pre-Con Director
- Sr. Project Manager
- Project Manager
- Project Engineer
- Construction Administration

§ 7.2.2.1 Intentionally omitted.

§ 7.2.3 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.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining 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 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

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

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 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.

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

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, 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.

§ 7.5.2 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 the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

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

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

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

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

§ 7.6.3 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.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

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User Notes:

(1968783950)

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, 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, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work .

§ 7.6.7 Costs of document reproductions and delivery charges.

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

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and 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.

§ 7.6.10 Expenses incurred in accordance with the relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 7.6.11 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.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 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 Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 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 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 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 in writing, 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 Article 9. If the Owner fails to authorize the transaction in writing, 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 Article 9.

§ 7.9 Costs Not To Be Reimbursed

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

- .1 Intentionally omitted.
- .2 Intentionally omitted.
- .3 Intentionally omitted.
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, 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;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 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 the amount to be paid, less such discount, 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.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 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 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, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

(Paragraphs deleted)

The Construction Manager may bid on any portion of the Work in accordance with Section 10-20.21 of the Illinois School Code (105 ILCS 5/10-20.21), and all other applicable laws. If the Construction Manager bids on a portion of the Work, the Architect shall be solely responsible for evaluating any such bid in consultation with the Owner.

§ 9.1.1 Contracts for construction, maintenance and repair work shall be subject to the bidding requirements set forth in Section 10-20.21 of the Illinois School Code (105 ILCS 5/10-20.21), and shall be let in accordance with the following requirements:

- .1 The Construction Manager, in conjunction with the Architect, shall obtain bids and prepare contracts for construction, shall arrange for and supervise all necessary pre-bid meetings and shall assist the Owner in the publication of notices for bidding.
- .2 The Construction Manager, in conjunction with the Architect, shall investigate the responsibility of apparent low bidders based upon the criteria established in Section 10-20.21 of the Illinois School Code and shall advise the Owner of the results of such investigations.

.3 The Owner shall determine, with the advice of the Construction Manager and subject to reasonable objection from the Architect, which bids shall ultimately be accepted in accordance with Section 10-20.21 of the Illinois School Code.

.4 The Construction Manager may, on behalf of the Owner, negotiate with the apparent low bidder on any contract for a reduction in price in accordance with 720 ILCS 5/33E-12.

.5 In the event that the Construction Manager or any other entity affiliated with the Construction Manager, or in which the Construction Manager has an interest, seeks to bid on any contract for construction, maintenance or repair work, the Construction Manager shall so notify the Owner to request permission to submit a bid, and such permission shall not be unreasonably withheld by the Owner. In such case: (i) any investigation and review of the bidder shall be performed by the Owner and the Architect, and not the Construction Manager, and the Owner's and Architect's determination with respect to such investigation shall be final and not subject to the Construction Manager's review; and (ii) bids shall be held, received and opened by the Owner and/or the Architect and not by the Construction Manager.

.6 The Construction Manager may enter into subcontracts with contractors or subcontractors which have been publicly bid and awarded or said contracts or subcontracts may be assigned to the Construction Manager by the Owner. If authorized by the Owner and publicly bid, the Construction Manager shall enter into contracts with suppliers of materials or equipment for the Work. Any such contracts or subcontracts to be assigned an their conditions documents, as well as the assignment document, must be mutually agreeable to the Owner and to the Construction Manager.

§ 9.2 Intentionally omitted.

ARTICLE 10 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, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. 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 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 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.

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

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth (5th) day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Fifteenth (15th) day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment.

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

§ 11.1.4 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 payments 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, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency ; and (3) the Construction Manager’s Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager’s Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 Intentionally omitted.

§ 11.1.6 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 lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines to be reasonably justified; and
- .4 The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 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 included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 intentionally omitted,
- .4 intentionally omitted,
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

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

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

Five Percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage shall be reduced to two and one half percent (2 ½ %) upon seventy five percent completion of the Work.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

N/A

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

§ 11.1.10 Intentionally omitted.

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

§ 11.1.12 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 such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) 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.

§ 11.2 Final Payment

§ 11.2.1 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 Article 12 of AIA Document A201–2017, 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 in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will 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 Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is 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 Article 15 of AIA Document A201–2017. 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.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 15 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for 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, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

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

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

Seven (7 %) Annual

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. 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 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Construction Manager will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 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.)

N/A

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Init.

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for 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 Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .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 6.1 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.

§ 13.1.6 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 that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. 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 13, 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.

§ 13.1.6.1 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.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed 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 6.1 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;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 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 that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. 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 13, 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.

§ 13.2.3

(Paragraphs deleted)
Intentionally omitted.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million (\$1,000,000) for each occurrence and Two Million (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million (\$2,000,000) per claim and Four Million (\$4,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, 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 with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

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

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

Init.

N/A

§ 14.5 Other provisions:

N/A

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 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.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, 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 with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- Supplemental Conditions dated May 10, 2024, 8 pages.

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

OWNER (Signature)

Travis Roundcount, School Superintendent
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Michael E. O’Shea, President
(Printed name and title)

Init.

SUPPLEMENTAL CONDITIONS

These **Supplemental Conditions** shall constitute material provisions to the construction agreements among Owner, the Construction Manager, Contractors, and any of their subcontractors or subconsultants. In the event of any conflict between: (a) these Supplemental Conditions; and (b) any term of the AIA Document A133 - 2019, 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 with a Guaranteed Maximum Price (as amended), the AIA Document A133 - 2019 Exhibit B, Insurance and Bonds (as amended) and/or the AIA Document A201 - 2017, General Conditions of the Contract for Construction (as amended), **the terms of these Supplements Conditions shall supersede and govern.**

1. **Indemnification, Defense, Hold Harmless Covenant, and Insurance.** Contractor and Construction Manager each independently hereby agree to indemnify, defend, and hold Owner, its board members, officers, agents, employees, administrators, and any other parties designated by Owner (hereinafter collectively called the "Indemnitees") fully and completely harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorney's fees and defense and court costs and expenses, that the Indemnitees may incur to the extent arising out of, or occurring in connection with, the Contractor's and/or Construction Manager's respective performances, acts, omissions, or breaches of their respective duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor and/or Construction Manager, or by or for any of their respective subcontractors under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts. Contractor and Construction Manager are each deemed to be an independent contractor and shall not be deemed to be an employee of Owner, so Owner shall not provide worker's or workmen's compensation coverage for any of their acts.

2. **Insurance.** Contractor and Construction Manager shall each procure, at no expense to Owner, the insurance coverages set forth in **Exhibit 1** and shall adhere to all provisions of **Exhibit 1**. Each policy and coverage shall, by written endorsement, name Owner as an additional insured on its liability policies, and copies of each such policy and endorsement shall be provided to Owner prior to any party commencing work on the Project. The promises, covenants, and obligations set forth herein constitute material provisions of this Agreement and shall survive termination of this Agreement.

3. **Performance and Payment Bond.** Each and every Contractor and Construction Manager shall procure a performance and payment bond for the full amount of the contract price for all work they are performing in full compliance with the Illinois Public Construction Bond Act, 30 ILCS 550 *et seq.* Prior to commencement of any work on the Project, Contractor and Construction Manager shall provide copies of said Bonds to the Owner. Any provisions

contained within the bonds creating a condition precedent for Owner, and/or abrogating Owner's rights or remedies otherwise available under this contract, at law, and/or at equity, are void.

4. Termination. Owner may terminate this Agreement at any time, in whole or in part, with or without cause, by and upon providing written notice to Contractor, Construction Manager, and/or Architect.

If this Agreement is terminated for cause, Contractor, Construction Manager and/or Architect shall be compensated (on a prorated basis) for services and work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of Owner, and Contractor, Construction Manager and/or Architect shall be liable to Owner for damages derived from their respective actions or inactions, including but not limited to any increase in project cost incurred by Owner in completing the services and work, and/or for any additional or other damages Owner suffers.

In the event this Agreement is terminated for Owner's convenience and without cause, Contractor, Construction Manager, and/or Architect shall be compensated (on a prorated basis) for services and work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of Owner.

Under no scenario shall Owner have any liability to Contractor, Construction Manager, and/or Architect beyond the date of termination and Owner's payment(s) for services and work properly performed up to the date of termination. In no event shall Contractor, Construction Manager, or Architect be compensated for anticipated profit or lost opportunity.

5. Materials & Equipment. Contractor and/or Construction Manager shall provide all materials, equipment, tools, and fuel necessary to perform the Project. Contractor and Construction Manager shall use all such materials, equipment, tools, and fuel in accordance with all manufacturer's recommendations and in a safe manner so as not to place Owner, its employees, its invitees, its students, and/or its properties in harm's way. All materials incorporated into the Project shall be new and of high quality. Contractor and Construction Manager shall adhere to all manufacturer's recommendations. If requested by Owner or otherwise set out in the contract documents, Contractor and/or Construction Manager shall, before purchase of such material, submit to Owner for Owner's review, and in a format acceptable to Owner, all product data and literature. All manufacturer's warranties shall be forwarded to Owner upon substantial completion of the work.

6. Liens. Upon Owner's request and prior to any payment being made by Owner to Contractor, Contractor and/or Construction Manager shall submit mechanics lien waivers in form acceptable to Owner with each statement for work rendered or request for payment. In the event any lien claim or similar action by any subcontractor due to Contractor's and/or Construction Manager's fault or events under its control is presented to Owner, Contractor and/or Construction Manager, respectively, shall indemnify, defend, and hold Owner harmless

for all costs, expenses, and attorney's fees incurred in the resolution of such lien.

7. Successors and Assigns; No Subcontracting. Neither Contractor nor Construction Manager shall assign any rights under, or interest in, this Agreement, nor may they subcontract any duties arising hereunder, without the prior written consent of the Owner. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Controlling Law. This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and any rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement. Contractor and Construction Manager each independently agree to obtain all authorizations and to comply with all rules, regulations, and policies applicable to its performance of the services required hereunder, expressly including all applicable policies of Owner and directives and approvals received from, and/or required by, the local municipal and/or other zoning authorities, along with any Federal requirements required due to Owner's funding sources or oversight. The exclusive venue for any claim arising hereunder shall be the local Illinois circuit court for Macon County, Illinois.

9. Prevailing Wage Act. THIS CONTRACT CALLS FOR THE CONSTRUCTION OF A "PUBLIC WORK" WITHIN THE MEANING OF THE ILLINOIS PREVAILING WAGE ACT, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department of Labor publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department of Labor's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

10. Employment of Illinois Workers on Public Works Act. Contractor and Construction Manager shall, at all applicable times, comply with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, which (in general) comes into effect following two consecutive months of a state unemployment rate above five (5) percent.

11. Background Checks. The work provided hereunder is expected to require, involve, or otherwise cause Contractor and/or Construction Manager to come into direct daily contact with students, so Contractor and Construction Manager agree that that they and any and all of the persons they use to provide work on the project site to Owner pursuant to the Agreement (including but not limited to Contractor, Construction Manager, their owners, employees, agents, subcontractors, and/or any party performing work on Owner's properties

pursuant to this Agreement), shall have successfully passed the "Illinois Criminal Background and Investigation" checks as required by law. Any and all of Contractor's and Construction Manager's workers working on the project site shall submit information and permission to Owner sufficient to permit Owner to conduct background checks contemplated and/or required by the Illinois School Code on such workers. Owner reserves the right to request, at Owner's sole discretion, the reassignment of any particular worker(s) placed by Contractor or Construction Manager on the Project site (or otherwise assigned to perform services hereunder) so that said worker(s) are no longer providing services hereunder. No person shall be employed on the Project if Owner has a reasonable objection. If Owner notifies Contractor or Construction Manger that Owner has reasonable objection to any such individual, Contractor or Construction Manager shall remove such person from the Project and propose substitutes to Owner for Owner's consideration and potential approval.

12. Compliance with Laws. Contractor and Construction Manager agree to comply with all laws, regulations, and policies of Owner relating to the scope of the Project. By way of example and not limitation, each (independently and on its own behalf) further agrees and certifies that: it is not barred from bidding on, or performing under, this Agreement as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended; its signatory has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and that (with respect to Contractor) its Bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding; each signatory further certifies that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the Contract; it is in compliance with the Illinois Department of Human Rights regulations, Equal Employment Opportunity Clause, and the Illinois Fair Employment Practices Act; it has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this Agreement; if having twenty-five employees or more, it does hereby certify that pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), it shall provide a drug-free workplace for all employees engaged in the performance of services under the Agreement by complying with the requirements of the Illinois Drug-Free Workplace Act, and further certifies that it is not ineligible for award of this Agreement by reason of debarment for a violation of the Illinois Drug-Free Workplace Act; it and its employees will abide by the laws of the State of Illinois, and all Federal laws, rules, and/or regulations applicable to the Project; the signatory to this Agreement is the duly authorized agent with actual authority to enter into this Agreement and make the certifications contained herein on its behalf, and that Owner may rely upon all certifications submitted; it has reviewed and fully understands the scope of the Agreement, has completely reviewed the general and specific conditions and requirements of the Agreement, and is aware of all applicable laws and their requirements; it has the necessary

equipment and personnel (including backups) or has documented financial ability and means to acquire the same sufficient to adequately and properly perform the Agreement; Construction Manager is organized as a (check one) corporation _____ partnership _____ other (identify: _____) of the state of _____ Illinois _____ and is also in good standing with the State of Illinois and is duly authorized by the State of Illinois to conduct business in Illinois; that it has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to the Illinois Use Tax Act; and that (with respect to Contractor) all figures and representations and documents contained in Contractor's bid or proposal (if any were submitted) are true, complete, and accurate. Contractor and Construction Manager each agree to comply with, and to require all of its subcontractors to comply with all Executive Orders pertaining to COVID-19 and/or other similar pandemic-related laws, rules, regulations, requirements, and/or orders in effect at any time applicable to each of their performances hereunder.

Exhibit 1

LIABILITY INSURANCE

Neither Contractor nor Construction Manager shall commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall they allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

Contractor and Construction Manager shall each furnish Owner with Certificates of Insurance, with Owner named by written endorsement as an additional insured, showing the following minimum coverage with an insurance company acceptable to Owner. Further, the Certificate of Insurance shall state that coverage provided is primary with respect to any other coverage that may be available to Owner. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least thirty (30) days prior written notice has been given to Owner.

The insurance coverage required here-in-under shall be the minimum amounts maintained by Contractor and Subcontractors until all Work is completed and accepted by Owner.

Contractor will purchase and maintain "all risks" Builder's Risk property insurance subject only to such exclusions as have been specifically approved by Owner in writing.

- A. Workers Compensation
 - 1. State: Statutory
 - 2. Applicable Federal: Statutory
 - 3. Employer's Liability:
 - a. \$1,000,000 per Accident
 - b. \$1,000,000 Occupational Disease

- B. Commercial Comprehensive Liability
 - 1. Each Occurrence: \$1,000,000
 - 2. Products/Completed Operations Aggregate: \$1,000,000
 - 3. Personal/Advertising Injury: \$1,000,000
 - 4. General Aggregate: \$2,000,000
 - 5. Policy shall include:
 - a. Premises: Operations
 - b. Independent Contractors Liability
 - c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
 - d. Contractual Liability

- e. Coverage for explosion (x), collapse l, and underground (u).
- 6. The Commercial Comprehensive Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnitied shall be named as additional insured on the Contractor's Commercial Comprehensive Liability policy using Form CG 20 10 or its equivalent, must include both on-going and completed operations, and shall name Owner, its Board of Education, officers, employees and agents as additional insureds at a minimum. Contractor hereby agrees to effectuate the naming of such additional insureds as unrestricted additional insureds on Contractor's policy. The additional insured endorsement shall provide the following:
 - a. That the coverage afforded the additional insureds will be primary and non-contributory insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of Contractor.
 - b. That the policy shall contain a thirty (30) day notice of cancellation prior to the effective date thereof.
 - c. That if the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.
 - d. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance.
 - e. That the additional insureds will not be given less than thirty (30) days prior written notice of any cancellation thereof. The Contractor will furnish a Certificate of Insurance evidencing the foregoing.
 - f. The general liability aggregate will be on a "Per Project" basis.

C. Business Auto Liability (including owned, non-owned and hired vehicles).

- 1. Bodily injury
 - a. \$500,000 per person
 - b. \$1,000,000 per accident
- 2. Property damage:
\$500,000 or
- 3. Combined Single limit: \$1,000,000

D. Umbrella

- 1. If Contractor's Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella

policy written by an insurance company acceptable to the Owner may be used to meet the minimum limits required.

2. Umbrella Excess Liability: \$1,000,000
3. Confirm that umbrella/excess liability coverage follows form of the underlying liability coverages,



AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Sixth day of May in the year Two Thousand and Twenty-Four
(In words, indicate day, month and year.)

for the following **PROJECT:**
(Name and location or address)

Mt. Zion Jr/Sr High Science Lab Remodeling
305 S Henderson Street
Mt. Zion, IL 62549

THE OWNER:
(Name, legal status, and address)

Mt Zion School District
1595 W, Main St
Mt. Zion, IL 62549

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Harold O’Shea Builders, Inc., d/b/a O’Shea Builders
3401 Constitution Drive
Springfield, IL 62711

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER’S INSURANCE**
- B.3 CONSTRUCTION MANAGER’S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER’S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager’s request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
---------------	-----------

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

- § B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ B.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

§ B.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000) each occurrence, and Two Million Dollars (\$ 2,000,000) general aggregate, and Two Million Dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

Init.

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.

Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[] § B.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

[] § B.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the

construction site on an "all-risks" completed value form.

[] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TROXELL 214 South Grand Ave West Springfield IL 62704	CONTACT NAME: Heidi Gibson PHONE (A/C, No, Ext): (217) 321-3219 FAX (A/C, No): (217) 321-4219 E-MAIL ADDRESS: hgibson@troxellins.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Insurance Company		10677
INSURER B: Allied World Assurance Company		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL245746948 REVISION NUMBER:

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

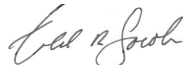
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0006178	12/31/2021	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0006178	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0006178	12/31/2021	12/31/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC0284326	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional & Pollution Liability			0310-1246	05/02/2024	05/02/2025	Each Occurrence \$2,000,000 General Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Leased/Rented Equipment - EPP0006178, 12/31/2023-12/31/2024 - \$500,000 Limit
Project: Mt. Zion Jr/Sr High Science Lab Remodeling

Mr. Zion School District and BLDD Architects are additional insureds in respects to the general liability per written contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Mt. Zion School District 1595 W. Main Street Mt. Zion IL 62549	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Mt Zion Jr/Sr High Science Lab Remodeling
305 S, Henderson Street
Mt. Zion, IL 62549

THE OWNER:

(Name, legal status and address)

Mt Zion School District
1595 W, Main St
Mt. Zion, IL 62549

THE ARCHITECT:

(Name, legal status and address)

BLDD Architects
100 N. Merchant St.
Decatur, IL 62523

TABLE OF ARTICLES

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10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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User Notes:

(727332169)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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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 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 or proposal requirements.

§ 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 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 is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor.

§ 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.

§ 1.2.1.1 The partial or complete invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions.

§ 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.

§ 1.3 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

(Paragraph deleted)

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or equivalent, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or equivalents, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 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 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time and the Contract Sum shall be adjusted appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, lenders and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 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.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 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

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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.

§ 2.5 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 period after receipt of 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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.

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in 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 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 2.3.4, 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 errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

promptly report to the Architect any 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 submit 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, subject to Section 15.1.7, 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.

§ 3.3 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 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.

§ 3.4 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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.

§ 3.5 Warranty

§ 3.5.1 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 that the Work will 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. 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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.

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§ 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;
- .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 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. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice 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 and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project, which shall be at the discretion of the Contractor and without prior notice.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval of the submittal schedule shall not exceed 14 calendar days. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect up to 14 calendar days to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 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 how 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. 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that portion of the Work to be performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 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, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the 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 would otherwise exist as to a party or person described in this Section 3.18.

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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 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 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 13.4.2 and 13.4.3, whether or not the 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, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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.

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 the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract 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 only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; 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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract identical to those of this Contract. 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect of patent discrepancies or defects of which the Contractor has actual knowledge in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not patent and for which Contractor does not have actual knowledge.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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 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. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 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.

§ 7.3 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.

§ 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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. 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 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive and the Architect's documents and receipts supporting the proposed adjustment in the Contract Sum or Contract Time, 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.

§ 7.3.7 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.

§ 7.3.8 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.

§ 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.

§ 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 established in Section 9.8.1.

§ 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.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 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 (1) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (2) by delay authorized by the Owner pending mediation and binding dispute resolution; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, Contractor shall be entitled to an equitable adjustment in the Contract Time.

§ 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.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, 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, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment as required in the Contract Documents, such as copies of requisitions, and releases and waivers of liens from first-tier Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 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 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

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, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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 of 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 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, 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 suppliers 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 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 supplier to whom the Contractor failed to make

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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 Contractor shall reflect such payment on its next Application 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 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 and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

(Paragraph deleted)

§ 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' 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 shutdown, 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.

§ 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. 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 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 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 Upon receipt of the Contractor's 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. 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 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 or will be promptly made upon receipt of final payment from Owner, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no 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, (5)

documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties as required in the Contract Documents, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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 or by law. 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all reasonable payments that the Owner has made in discharging the lien, claim, security interest, or encumbrance, 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, corrected, and accepted. 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 the 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;
- .3 terms of special warranties required by the Contract Documents; or

(Paragraph deleted)

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and 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 responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 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, a Subcontractor, or a Sub-subcontractor; 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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 and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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 by the amount of the Contractor's reasonable additional costs of shutdown, 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does

not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that

purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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 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 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 Architect has not specifically requested to examine prior to its being covered, the 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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, 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 Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any 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 notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the 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 2.5.

§ 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 by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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.

§ 12.3 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

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 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. If either party attempts to make 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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 days' 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, the Owner 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' 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.

§ 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 reasonable costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other reasonable damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such reasonable costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive 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 under Section 14.3.1. Adjustment of the Contract Sum shall include overhead and 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 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 executed, costs incurred by reason of the termination, including costs attributable to termination of Subcontracts, reasonable overhead and profit on the Work not executed and the termination fee, if any, set forth in the Agreement.

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, a change in the Contract Time, 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 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice 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.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Contractor will serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 the 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 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, 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 15.1.7, 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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.

§ 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 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.

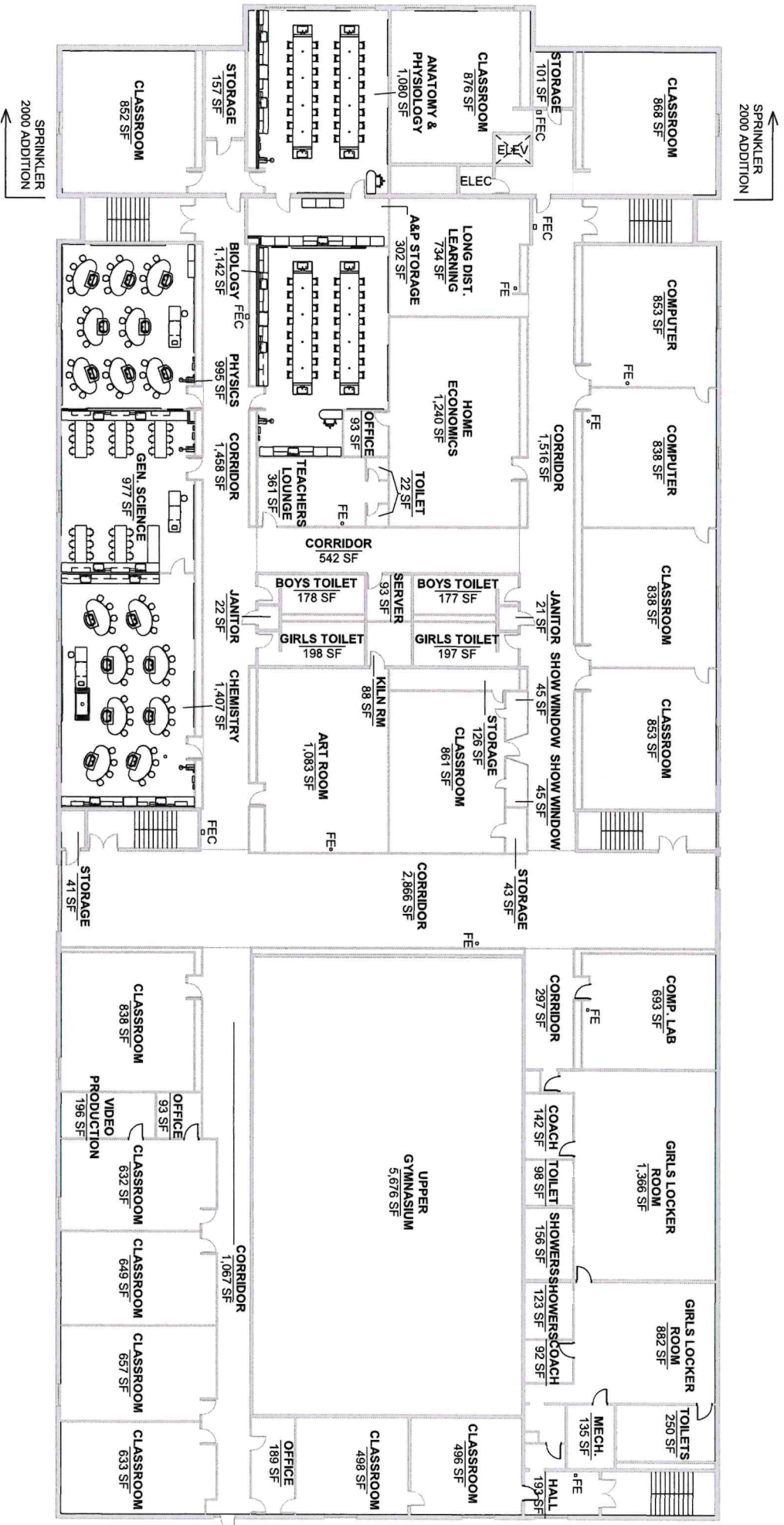
§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.



SPRINKLER
2000 ADDITION

SPRINKLER
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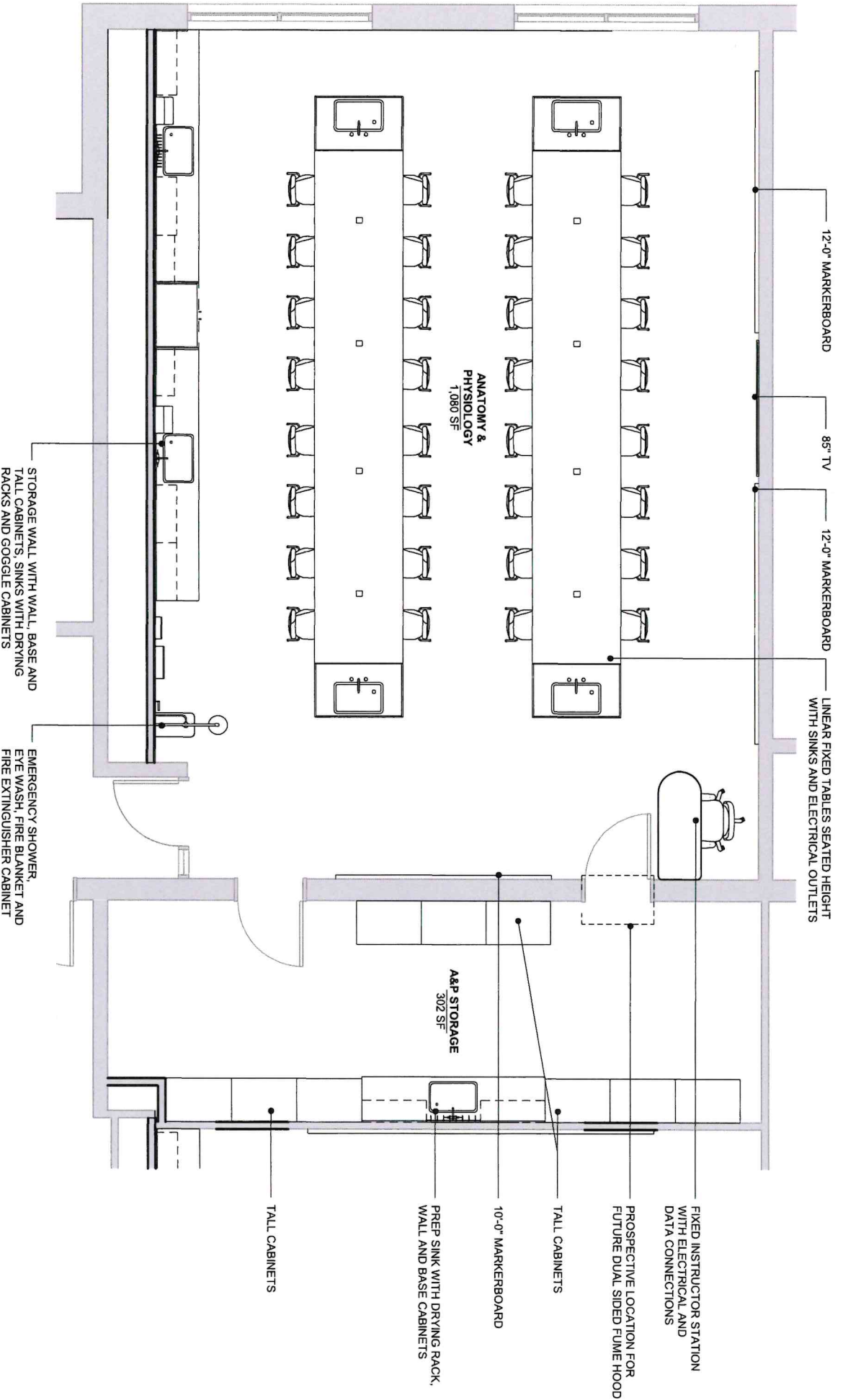
MT. ZION HIGH SCHOOL - OVERALL SECOND FLOOR PLAN

305 and 315 S Henderson St., Mt Zion, IL 62549

05/17/2024

SCALE: 1" = 20'-0"





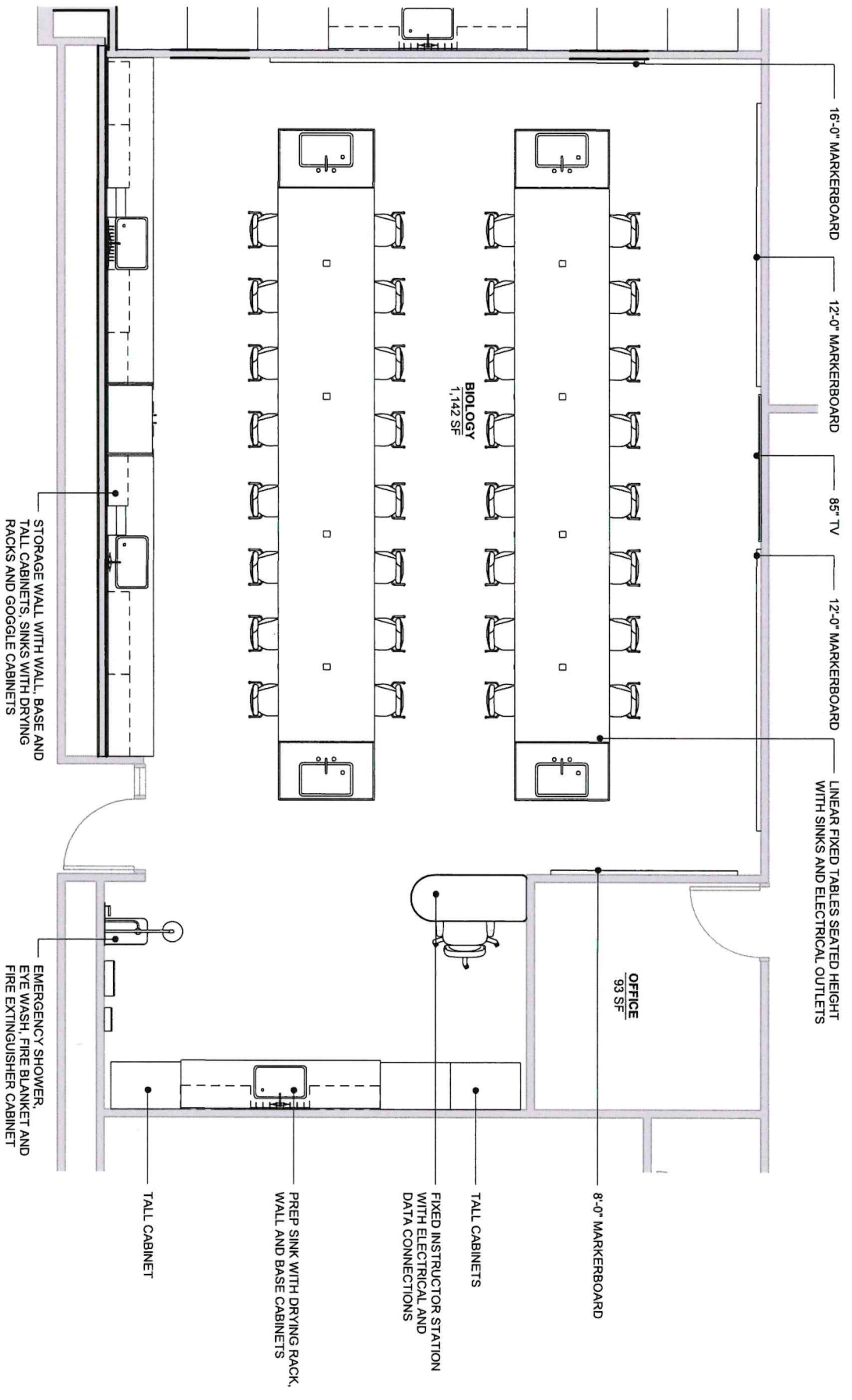
MT. ZION HIGH SCHOOL - ANATOMY & PHYSIOLOGY

305 and 315 S Henderson St, Mt Zion, IL 62549

SCALE: 1/4" = 1'-0"

05/17/2024





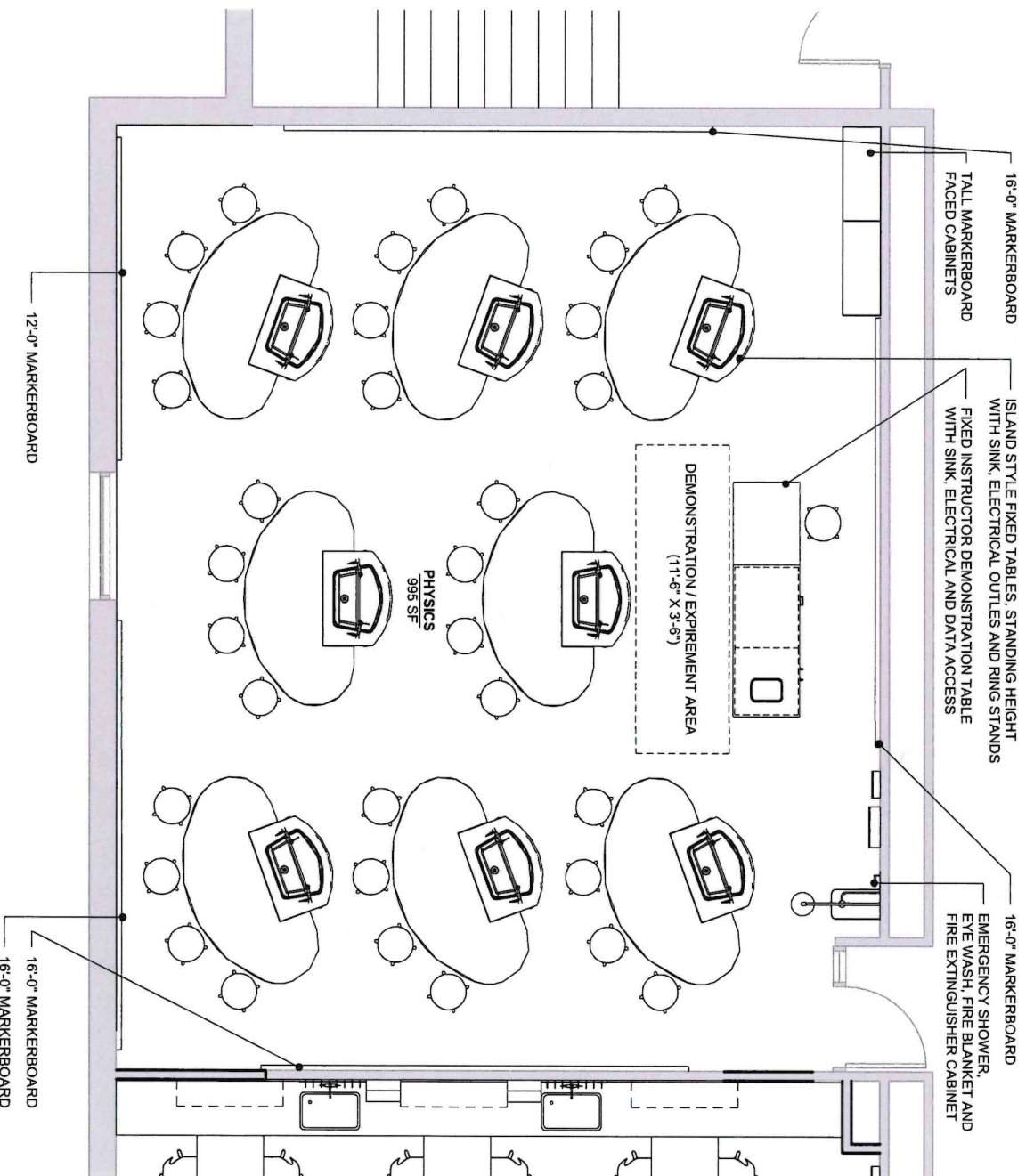
MT. ZION HIGH SCHOOL - BIOLOGY

305 and 315 S Henderson St, Mt Zion, IL 62549

05/17/2024

SCALE: 1/4" = 1'-0"





16'-0" MARKERBOARD
TALL MARKERBOARD
FACED CABINETS

ISLAND STYLE FIXED TABLES, STANDING HEIGHT
WITH SINK, ELECTRICAL OUTLETS AND RING STANDS
FIXED INSTRUCTOR DEMONSTRATION TABLE
WITH SINK, ELECTRICAL AND DATA ACCESS

16'-0" MARKERBOARD
EMERGENCY SHOWER,
EYE WASH, FIRE BLANKET AND
FIRE EXTINGUISHER CABINET

DEMONSTRATION / EXPERIMENT AREA
(11'-6" X 3'-6")

PHYSICS
995 SF

12'-0" MARKERBOARD

16'-0" MARKERBOARD
16'-0" MARKERBOARD

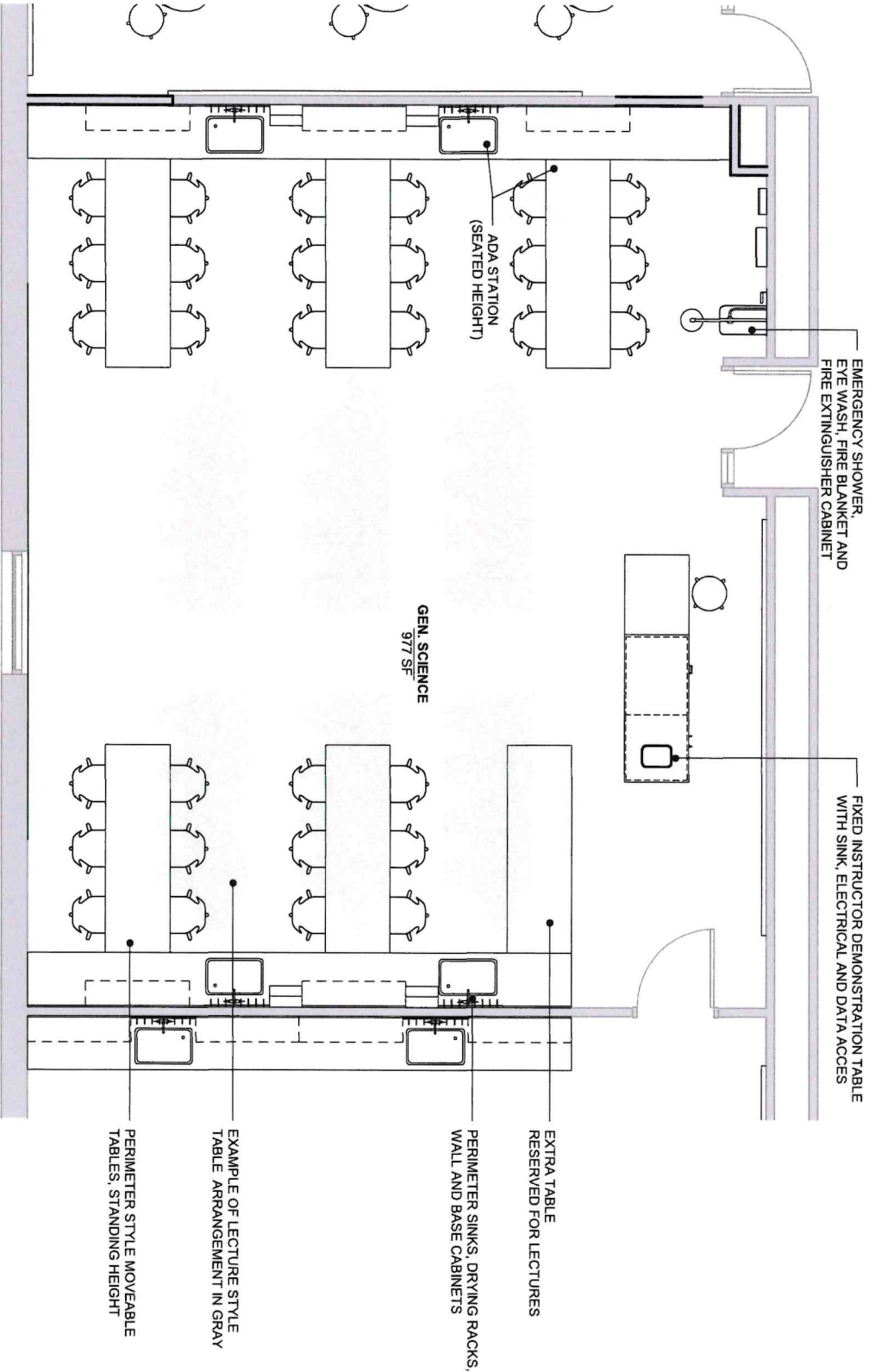
MT. ZION HIGH SCHOOL - PHYSICS

305 and 315 S Henderson St, Mt Zion, IL 62549

SCALE: 1/4" = 1'-0"

05/17/2024





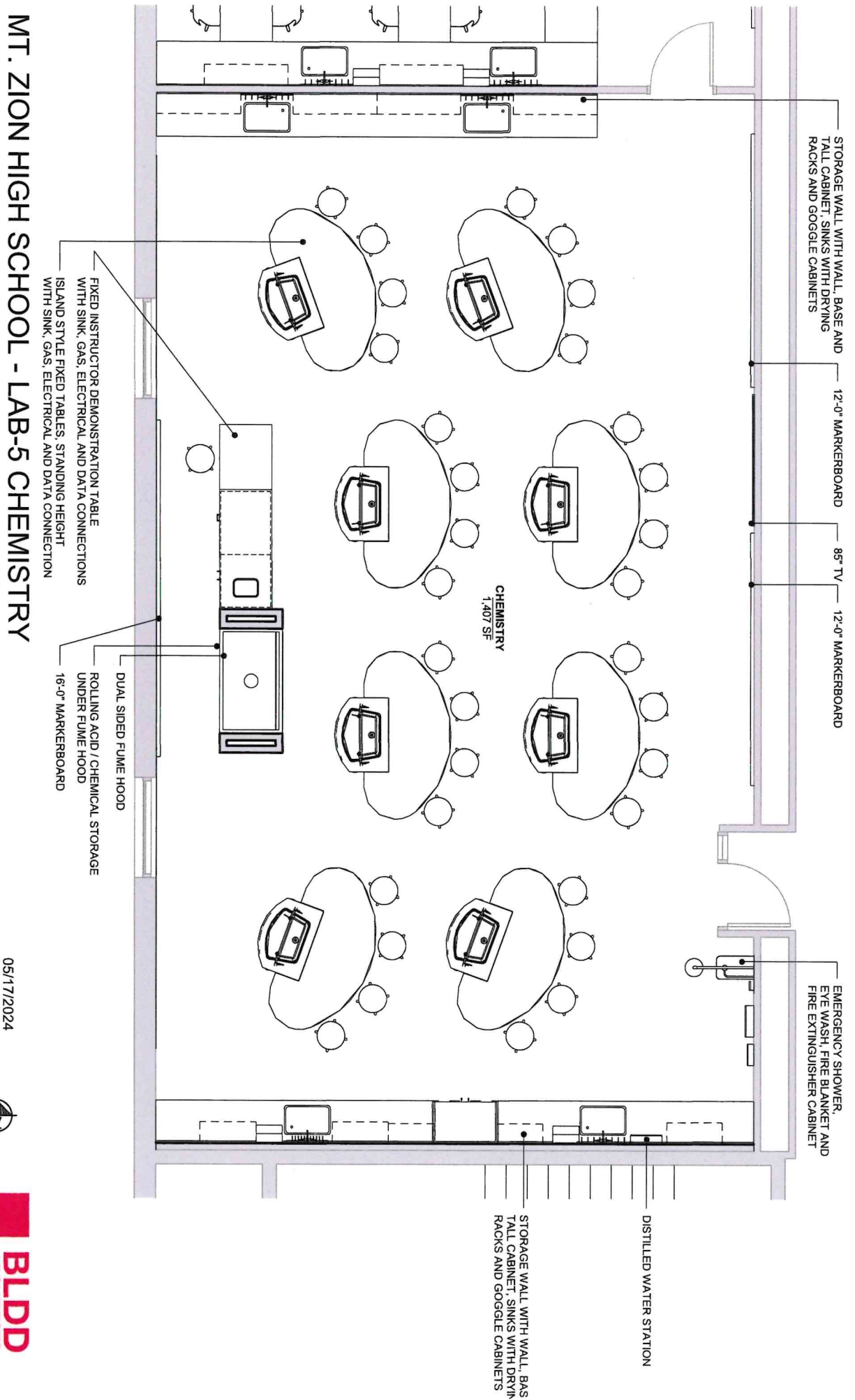
MT. ZION HIGH SCHOOL - GENERAL SCIENCE LAB

305 and 315 S Henderson St, Mt Zion, IL 62549

05/17/2024

SCALE: 1/4" = 1'-0"





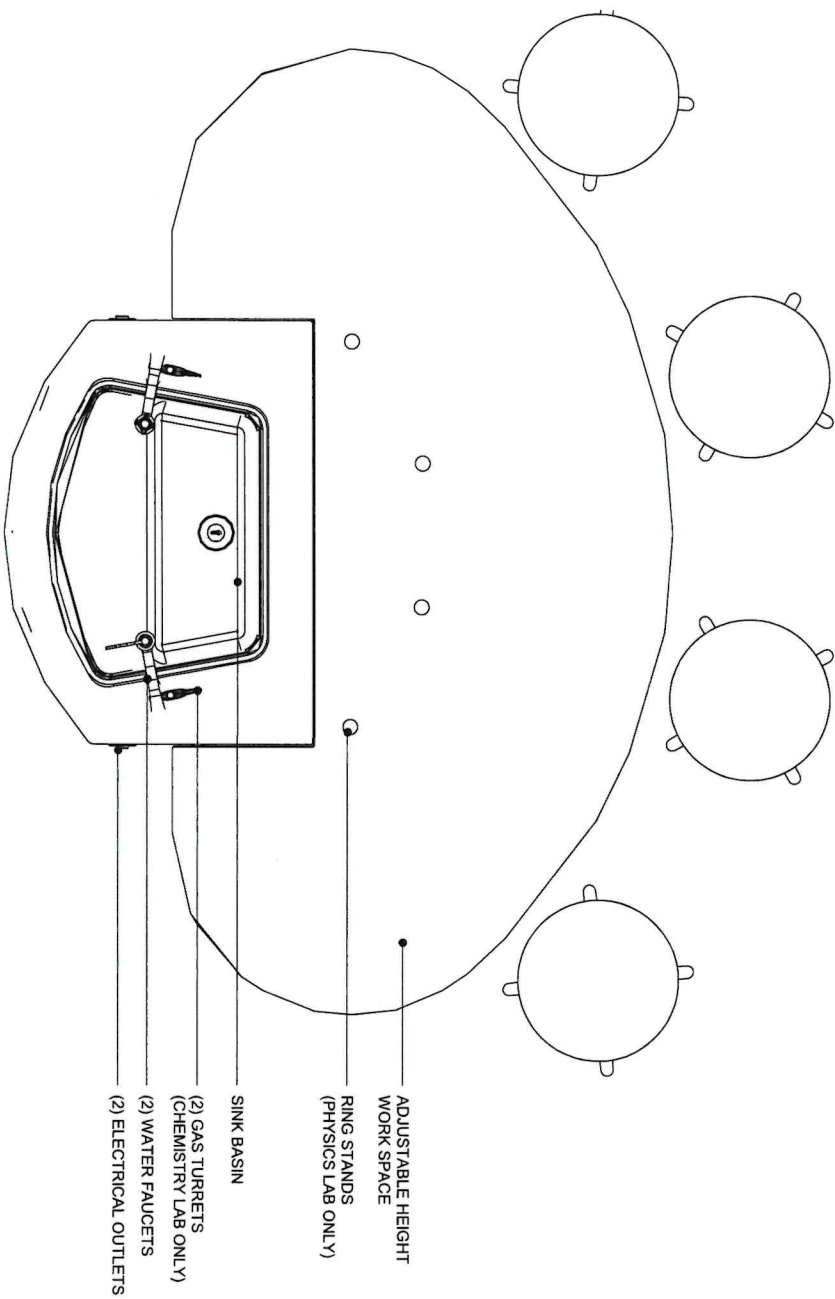
MT. ZION HIGH SCHOOL - LAB-5 CHEMISTRY

305 and 315 S Henderson St, Mt Zion, IL 62549

SCALE: 1/4" = 1'-0"

05/17/2024





MT. ZION HIGH SCHOOL - CHEMISTRY/PHYSICS LAB STATION

05/17/2024

305 and 315 S Henderson St, Mt Zion, IL 62549

SCALE: 1" = 1'-0"

Meeting Minutes

PROJECT: Mt. Zion High School Science Lab Renovations
BLDD PROJECT: 236EI02.400
MEETING DESCRIPTION: Science Lab Programming
TIME: 2:30-3:30
DATE: 5/1/2024
PLACE: Mt. Zion High School

ATTENDEES:

See attached

PURPOSE:

The purpose of this Programming Meeting was to better understand how the MTZ Staff utilize their existing lab space and ways BLDD can accommodate the individual lab needs during design.

MINUTES:

ITEM DISCUSSED:	ACTION BY:	DUE DATE:
<p>1. General discussion:</p> <ul style="list-style-type: none"> A. BLDD confirmed the scope of work: renovating (5) science labs outlined in the attached Exhibit-B MTZ Science Lab Layout. <ul style="list-style-type: none"> 1) Additionally, (1) lab for Ag was noted to be added to renovation scope (not included in attached Exhibit-B Layout). B. BLDD noted that 60 net square feet per student is the ideal size for a typical high school science lab. C. MTZ staff noted that 30 students per lab should be the basis of design. D. MTZ staff noted that the existing storage for most labs is currently underutilized/not necessary and will not be required in the redesign. E. BLDD provided example science lab layouts including: <ul style="list-style-type: none"> 1) Islands (fixed or moveable depending on gas/electrical requirements). 2) Perimeter: good for labs such as Physics or General Science that may require open space for specific experiments or a need to quickly shift between lecture and lab type instruction. 3) Linear (fixed or moveable depending on gas/electrical requirements). F. MTZ Staff noted there is no preference or district standard for casework/cabinetry finishes. Wood type will be the basis of design. G. Lab table heights: <ul style="list-style-type: none"> 1) Biology/Anatomy = seated height (30") 2) Chemistry, Physics, General Science = standing height (34") 3) ADA counter height = no higher than 34" H. BLDD noted that all ceilings, lighting and flooring will be replaced in 		

<p>the renovation scope of work. It was noted that sheet vinyl flooring is typical for science lab use.</p> <ul style="list-style-type: none"> I. BLDD noted acid neutralization will be required in labs that use certain chemicals and acids for experimentation. <ul style="list-style-type: none"> 1) BLDD to evaluate the current acid neutralization system being used to determine if upgrades or replacement will be required. 		
<ul style="list-style-type: none"> 2. LAB-1 (Anatomy & Physiology, Intro to Physics, Intro to Chemistry: <ul style="list-style-type: none"> A. The instructor prefers a long linear table layout, fixed or moveable stations. <ul style="list-style-type: none"> 1) It was noted that if tables are moveable, outlets would need to be located around the perimeter of the classroom. 2) If outlets in tables are desired, they would need to be fixed. 3) Table access from both sides for dissection experiments is desired. 4) BLDD to research temporary station dividers for testing purposes. 5) The instructor requested storage for students' personal items including books, cell phones, etc. either within chairs or tables. <ul style="list-style-type: none"> Note: this will be the basis of design of all labs. B. The instructor doesn't need a traditional science demonstration table. <ul style="list-style-type: none"> 1) BLDD noted that smaller, possibly moveable instructor stations, located to the side of a whiteboard are sometimes preferred and common. <ul style="list-style-type: none"> a) Electrical and Data access will be available from the instructor station. C. LAB-1 General Discussion: <ul style="list-style-type: none"> 1) BLDD noted that all labs will have code required infrastructure, such as emergency shower, eye wash stations, and fire blankets. 2) BLDD noted that epoxy resin tabletops will be provided at all lab stations and casework. 3) The instructor noted that a Fume Hood with adjacent access to gas would be ideal for Intro to Chemistry instructor only demonstrations, and for future unforeseen needs. 4) The instructor noted that there is currently more cabinet storage than needed and would like to see better storage management. 		
<ul style="list-style-type: none"> 3. LAB-2 Biology: <ul style="list-style-type: none"> A. The biology instructor was not present, MTZ staff noted that there is a desire for more sinks and electrical outlets in the room. B. Preliminary layout will mirror Lab-1. 		
<ul style="list-style-type: none"> 4. LAB-3 Physics: <ul style="list-style-type: none"> A. The instructor prefers the island style layout. <ul style="list-style-type: none"> 1) Ring stands are required at each station. 2) There is a desire for storage in island stations. 3) The instructor noted a need for moveable stations for varying experiments, including the need for a meter-long ramp 		

<p>demonstration.</p> <p>4) Sinks and electrical outlets are needed at the lab stations.</p> <p>B. The instructor doesn't have a need for gas or a sink in the demonstration station.</p> <p>1) It was noted that gas access for future experiments may be good to have.</p> <p>C. LAB-3 General Discussion:</p> <p>1) Perimeter cabinet storage is not currently being used by the instructor.</p> <p>2) The instructor currently uses (2) tall shelves for most of the storage needs and noted that a separate storage room is not needed.</p> <p>3) The instructor noted the need for large whiteboard areas as well as a desire for tall storage cabinets to be white board faced.</p> <p>4) No fume hood will be required for this lab.</p>		
<p>5. LAB-4 General Science Lab, (1) Biology Class:</p> <p>A. The instructor prefers the perimeter style layout with moveable stations for ease of transitioning between lecture and lab.</p> <p>B. It was noted that (4) sinks around the perimeter would be ideal.</p> <p>C. No gas will be required in this lab.</p> <p>D. The instructor noted that a fixed demonstration table is preferred.</p> <p>E. There isn't a need for an abundance of storage. It was noted that the instructor currently has no storage space.</p>		
<p>6. LAB-5 Chemistry:</p> <p>A. The instructor prefers the fixed island style layout.</p> <p>1) The instructor noted the DPS layout as an example. McArthur and Eisenhower schools were also referenced by BLDD.</p> <p>2) Chemistry lab stations to have gas, electrical outlets, and (1) sink per (4) students.</p> <p>a) Distilled water is desired, the instructor prefers an on-demand system in lieu of having to manually fill tanks.</p> <p>3) The instructor noted that a fixed demonstration table, similarly sized to the existing station is desired.</p> <p>a) It was also noted that having the instructor/demonstration table along the long wall of the classroom and facing the door is desired.</p> <p>4) The instructor noted the desire to have a 2-sided fume hood, as large as possible for better viewing of demonstrations.</p> <p>a) BLDD noted a recent science lab renovation project, Williamsville High School, where this was achieved.</p> <p>5) The instructor confirmed the need for Acid and Chemical storage cabinets.</p>		
<p>7. LAB-AG:</p> <p>A. Currently located adjacent to the woodshop.</p> <p>B. The instructor noted a desire for perimeter electrical outlets and sinks.</p> <p>C. No gas will be required in this lab.</p>		



D. The instructor noted the need for additional storage but has some coming soon via a grant. 1) It was noted that casework from other labs may be salvaged during demolition for additional storage needs if desired. E. Agriculture Lab (wood shop and lab area) – after review of existing conditions, it was discussed that no work was required in this area.		
8. Next Steps: A. BLDD to provide concept floor plan layouts for MTZ Staff to review and provide feedback.		

These notes constitute our understanding of the meeting subject matter and will be considered correct and in order as outlined, unless the writer is notified to the contrary within seven (7) days from the distribution of the minutes.

BLDD ARCHITECTS, INC.

A handwritten signature in black ink, appearing to read "J. Whitlock", is written in a cursive style.

John Whitlock, AIA, NCARB, LEED AP
Principal

enclosures

cc: All attendees

Attendance Form

PROJECT: MT Zion High School Science Lab Renovations
BLDD PROJECT: 236EI02.400
MEETING DESCRIPTION: Programming
TIME: 2:30-3:30
DATE: May 1, 2024
PLACE: Mt. Zion High School

ATTENDEES:

1. Name: Jordan Fortado _____ Organization: Mt. Zion High School _____
Phone: (217) 864-2363 _____ Email: fortadoj@mtzschoools.org _____
2. Name: JC Walker _____ Organization: Mt. Zion High School _____
Phone: (217) 864-2363 _____ Email: walkerj@mtzschoools.org _____
3. Name: Dan Potempa _____ Organization: Mt. Zion High School _____
Phone: (217) 864-2363 _____ Email: potempad@mtzschoools.org _____
4. Name: Patrick Etherton _____ Organization: Mt. Zion High School _____
Phone: (217) 864-2363 _____ Email: ethertonp@mtzschoools.org _____
5. Name: Kelly Manhart _____ Organization: Mt. Zion High School _____
Phone: (217) 864-2363 _____ Email: manhartk@mtzschoools.org _____
6. Name: Travis Roundcount _____ Organization: Mt. Zion District Office _____
Phone: (217) 864-2366 _____ Email: tr@mtzschoools.org _____
7. Name: Brian Rhoades _____ Organization: Mt. Zion District Office _____
Phone: (217) 864-2366 _____ Email: bmr@mtzschoools.org _____
8. Name: _____ Organization: _____
Phone: _____ Email: _____
9. Name: _____ Organization: _____
Phone: _____ Email: _____
10. Name: _____ Organization: _____
Phone: _____ Email: _____

GENERAL NOTES

Original Building (1967)
 Addition (1974 & 2000)
 Height: Two story
 Construction Classification:
 1967: Type II, non-combustible, Plan Type 'CP', multi-story w/ enclosed interior
 1974: Type II, non-combustible construction, Plan type 'A', single story
 2000: Type 2C, unprotected
 Protection Classification: Partially Sprinklered, See plan for location

date _____
 revised _____
 drawn by _____
 checked by _____

BLDD ARCHITECTS

BLDD Architects, Inc.
 100 Merchant Street
 Decatur, Illinois 62523
 Phone: 217-428-6175
 Fax: 217-428-6175

Design Firm
 Registration #184-000723

SAFETY REFERENCE PLAN

MT. ZION, ILLINOIS

MT. ZION CUSD #3

SENIOR / JUNIOR HIGH - SECOND FLOOR PLAN

sheet **A103**

project 141EX14.200

HLS 2014

FIRE SEPARATION PARTITIONS

30 MIN. _____

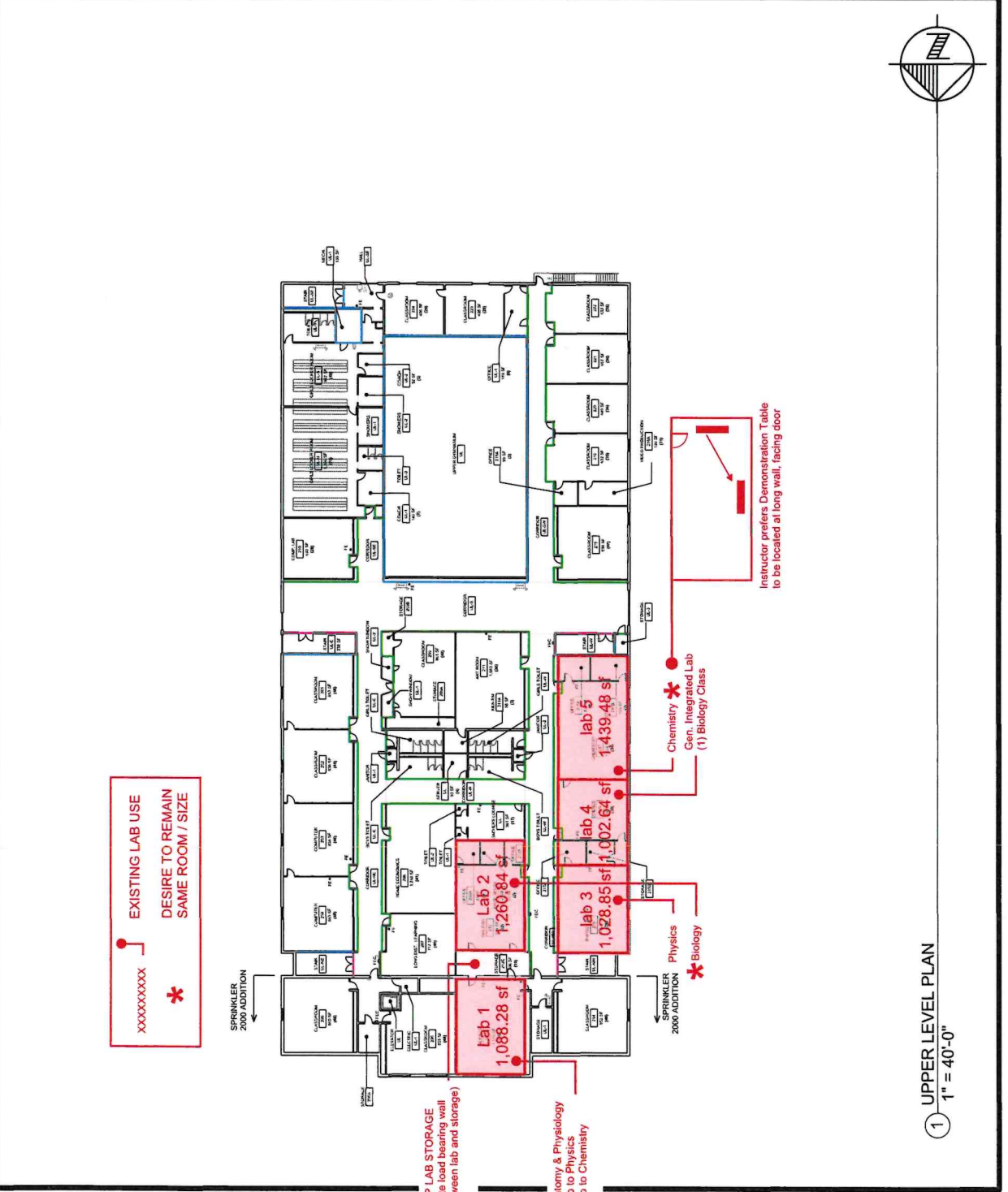
45 MIN. _____

1 HR _____

2 HR _____

SYMBOL LEGEND

- FE FIRE EXTINGUISHER
- FEC FIRE EXTINGUISHER CABINET
- HEAT DETECTOR
- EMERGENCY LIGHT
- CEILING - MOUNTED EMERGENCY LIGHT
- STROBE / HORN SIGNAL
- HORN SIGNAL
- STROBE LIGHT
- PULL STATION
- EXT SIGN
- PH PANIC HARDWARE
- ELECTRIC HOLD OPEN
- FIRE SEPARATION
- AUDIO VISUAL ALARM - WALL MOUNTED
- DUCT MOUNTED SMOKE DETECTOR
- FIRE ALARM CONTROL PANEL



1 UPPER LEVEL PLAN
 1" = 40'-0"

Meeting Minutes

PROJECT: Mt. Zion Junior High Science Lab Renovations
BLDD PROJECT: 236EI02.400
MEETING DESCRIPTION: Science Lab Scope of Work Review
TIME: 2:30-3:00
DATE: 5/6/2024
PLACE: Mt. Zion Junior High School

ATTENDEES:

See attached

PURPOSE:

The purpose of this Programming Meeting was to better understand how the MTZ Staff utilize their existing lab space and discuss ways to improve the existing space to better support their science curriculum.

MINUTES:

ITEM DISCUSSED:	ACTION BY:	DUE DATE:
<p>1. General discussion:</p> <ul style="list-style-type: none"> A. BLDD reviewed with Mt Zion Jr High staff what they are expecting to be renovated in their classroom science labs and storage room to better understand what the scope of work in these would be. B. The Mt. Zion staff indicated that only weak acids are used for experiments and that emergency shower/eye wash stations, epoxy countertops, fume hoods, gas connections, and dilution tanks will not be required in these labs. C. The Mt. Zion staff noted that some sinks do not function properly, they would like to see (6) perimeter sinks (there are 4 existing sinks) in each lab with hot water access. <ul style="list-style-type: none"> 1) It was noted that the Storage room prep sink will not be required if hot water access is available in the lab sinks. They would like to see more storage, in lieu of a sink the Storage room. D. The Mt. Zion staff indicated that they would like more personal storage for students. <ul style="list-style-type: none"> 1) BLDD noted that a more efficient storage room layout as well as student personal storage within chairs or tables would free up some of the lab cabinet storage space. E. The Mt. Zion staff noted that there are sound transfer issues from the library. <ul style="list-style-type: none"> 1) BLDD noted it is likely due to above wall cabinet air transfer grilles and will review with mechanical engineers to determine if they are required. F. The Mt. Zion staff noted that the electrical switches are not 		

<p>consistent in which lights they turn on from front of the lab to rear.</p> <p>1) BLDD noted that along with ceiling replacement, lighting will be replaced, and switches will be upgraded and operate consistently. Similarly, it was noted that HVAC supply and return diffusers will also be replaced where ceilings are replaced.</p> <p>G. The Mt. Zion staff noted that the existing greenhouse room in science Lab-1 (east lab) is currently being used as storage, but appears to have water issues, likely from the skylight. It was also noted that there is an existing utility sink in this room.</p> <p>1) BLDD recommends that the skylight be removed/replaced as a part of a future roof replacement project. Renovation of this room should occur after the skylight is removed.</p>		
<p>2. Summary of Scope of Work:</p> <p>A. Science Labs 1 and 2:</p> <p>1) Option 1:</p> <ul style="list-style-type: none"> a) Replace countertops with science grad plastic laminate along the North and South walls. b) Replace sinks and faucets, to be stainless steel. c) Add (1) sink on each side of each lab (4) total. d) Provide on-demand hot water heater connecting to all lab sinks. <p>2) Option 2:</p> <ul style="list-style-type: none"> a) Paint cabinetry. <p>3) Option 3:</p> <ul style="list-style-type: none"> a) Replace cabinetry with science grade, plastic laminate finish. <p>4) Option 4:</p> <ul style="list-style-type: none"> a) Replace ceilings. <ul style="list-style-type: none"> (1) Includes light fixture replacement and revised light switch operation to control all lights at each door. (2) Included HVAC supply and return diffuser replacement. b) Replace finished flooring with sheet vinyl. c) Paint walls. <p>B. Science Lab Demonstration Tables:</p> <p>1) Lab-1 (east lab):</p> <ul style="list-style-type: none"> a) Add a science grade plastic laminate demonstration table, include electrical connection. <ul style="list-style-type: none"> (1) It was noted that no water or gas hookup is required. <p>2) Lab-2 (west lab):</p> <ul style="list-style-type: none"> a) Replace existing demonstration table with science grade plastic laminate table, include electrical connection. <ul style="list-style-type: none"> (1) It was noted that no water or gas hookup is required. <p>C. Science Storage Room:</p> <p>1) Option 1:</p> <ul style="list-style-type: none"> a) Remove sink and cabinet. b) Remove water heater. c) Remove all existing storage shelving. 		



d) Provide new open storage shelving. 2) Option 2: a) Upgrade finishes including finished floor replacement with sheet vinyl, painting walls, replacing ceilings (lights, HVAC supply/return diffusers).		
3. Next Steps: A. O'Shea Builders, Inc to provide a project budget broken down into the options listed above.		

These notes constitute our understanding of the meeting subject matter and will be considered correct and in order as outlined, unless the writer is notified to the contrary within seven (7) days from the distribution of the minutes.

BLDD ARCHITECTS, INC.

A handwritten signature in black ink that reads "John Whitlock".

John Whitlock, AIA, NCARB, LEED AP
Principal

enclosures

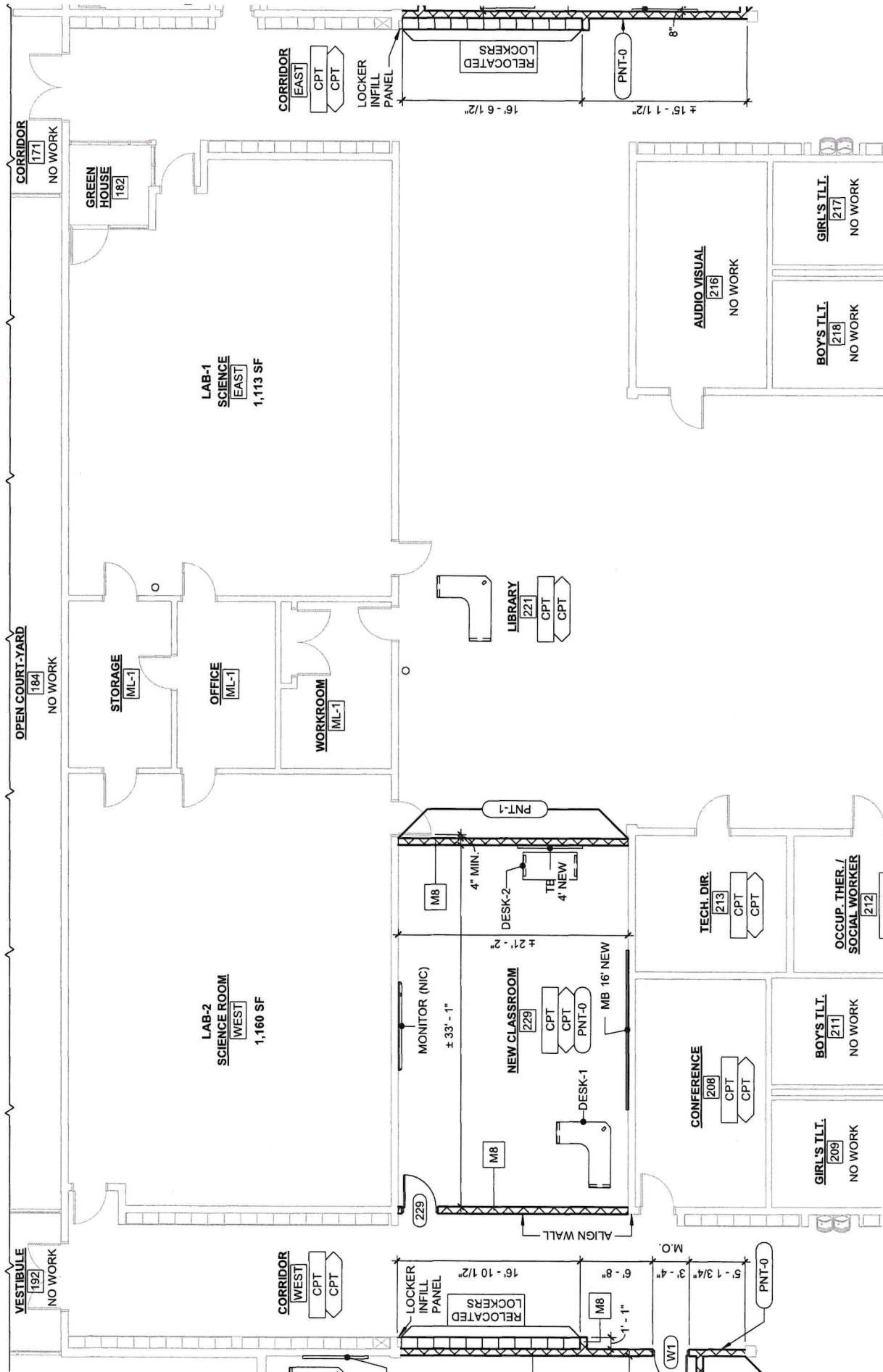
cc: All attendees

Attendance Form

PROJECT: MT Zion Junior High School Science Lab Renovations
BLDD PROJECT: 236EI02.400
MEETING DESCRIPTION: Scope of Work Review
TIME: 2:30-3:00
DATE: May 6, 2024
PLACE: Mt. Zion Junior High School

ATTENDEES:

1. Name: Billy Rockey _____ Organization: Mt. Zion Schools _____
Phone: (217) 864-2369 _____ Email: rockyw@mtzschoools.org _____
2. Name: Travis Roundcount _____ Organization: Mt. Zion District Office _____
Phone: (217) 864-2366 _____ Email: tr@mtzschoools.org _____
3. Name: Amanda Dotson _____ Organization: Mt. Zion Schools _____
Phone: (217) 864-2369 _____ Email: dotsona@mtzschoools.org _____
4. Name: Neysa Downs _____ Organization: Mt. Zion Schools _____
Phone: (217) 972-3321 _____ Email: downsn@mtzschoools.org _____
5. Name: Brian Rhoades _____ Organization: Mt. Zion District Office _____
Phone: (217) 864-2361 _____ Email: bmr@mtzschoools.org _____
6. Name: Julie Marquardt _____ Organization: Mt. Zion Junior High Principal _____
Phone: (217) 521-1673 _____ Email: marquardtj@mtzschoools.org _____
7. Name: Tim Hickey _____ Organization: O'Shea Builders _____
Phone: (309) 740-3430 _____ Email: thickey@osheabuilders.com _____
8. Name: John Whitlock _____ Organization: BLDD Architects _____
Phone: (844) 784-4440 _____ Email: john.whitlock@bldd.com _____
9. Name: Kyle Fountain _____ Organization: BLDD Architects _____
Phone: (844) 784-4440 _____ Email: kyle.fountain@bldd.com _____
10. Name: _____ Organization: _____
Phone: _____ Email: _____



JR. HIGH PARTIAL FIRST FLOOR PLAN
 1/8" = 1'-0"



July 3, 2024

Mt. Zion CUSD #3
 Supt. Travis Roundcount
 1595 W. Main St.
 Mt. Zion, IL 62549

RE: Jr/Sr HS Science Classroom renovations

Dear Mr. Roundcount:

Please see the following cost breakdown for the Jr High science lab renovation options presented by BLDD. These are budgets that have been validated with trade partners but will be modified to be included in a Guaranteed Maximum Price (GMP) after the design has been completed and we collect competitive bids for the work. The proposed project schedule for this work, alongside the Sr High renovations and other work yet to be clarified, is included below.

Programming/Design

Design Phase	8/14/24	9/16/24	4 wks
Construction Documents	9/17/24	10/7/24	3 wks
Bidding	10/10/24	11/5/24	3.5 wks
Board approval of GMP contracts / shop drawings	11/19/24	<i>(GMP to Bd 1 week prior)</i>	
procurement of materials	11/20/24	12/20/24	4 wks
abatement (TBD)	1/13/25	6/2/25	20 wks
Construction	6/2/25	6/13/25	2 wks
Owner move-in	6/16/25	8/8/25	8 wks
	8/11/25	8/13/25	3 days

Option 1	Replace countertops,sinks,hot water heaters		\$54,302
Option 2	Paint cabinetry		\$6,118
Option 3	Replace cabinetry (countertops included w/Option 1)		\$86,777
Option 4	Light switch relocation		\$5,284
Option 5	Upgrade finishes and lighting		\$159,896
Option 6	New demonstration tables		\$15,452

Thank you very much for the opportunity to work with you on this project, and please let us know if you have any questions or need additional information.

Tim Hickey, O'Shea Builders



3401 Constitution Drive
 Springfield, IL 62711



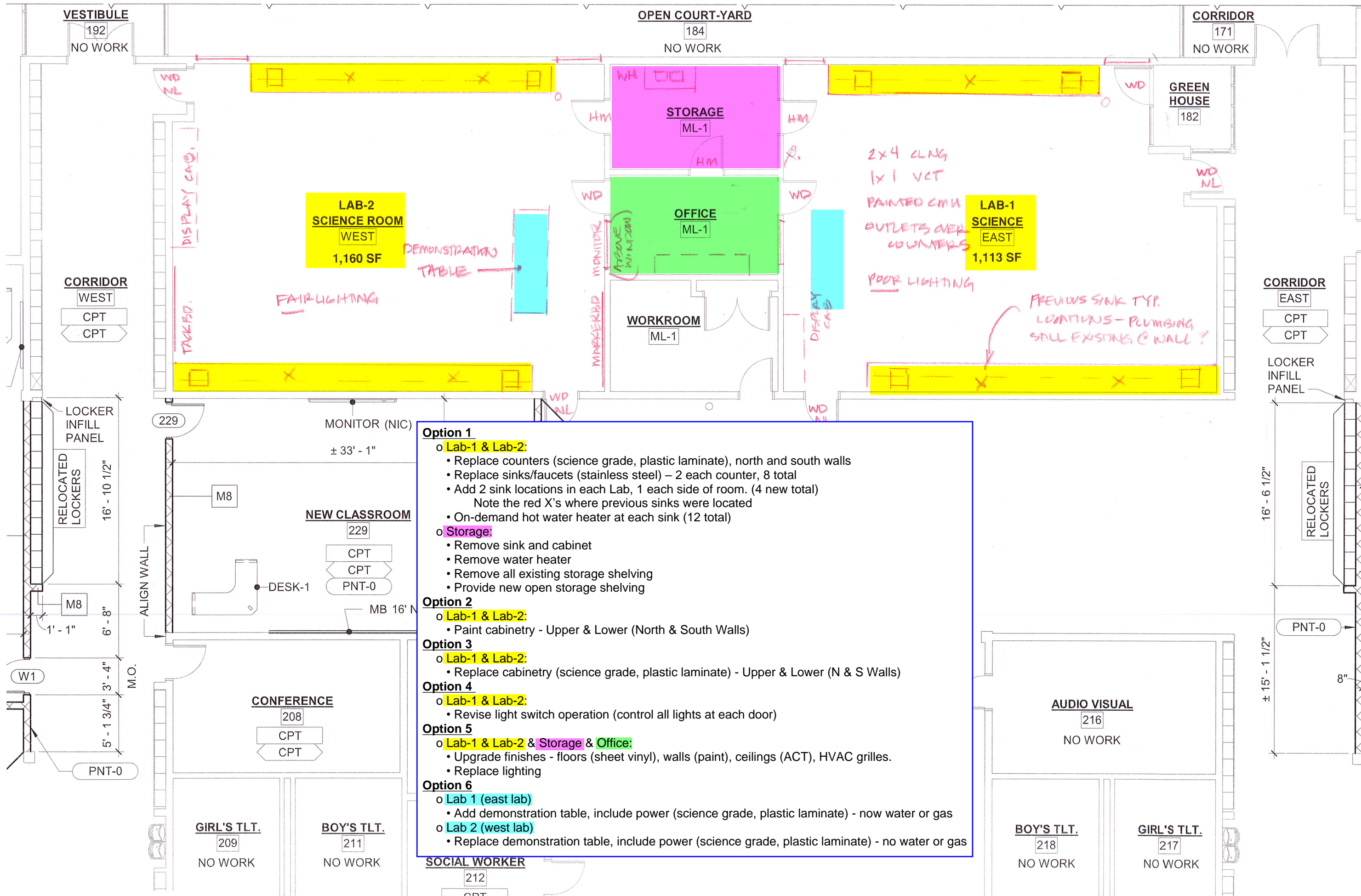
2400 N. Main Street, Ste. D
 East Peoria, IL 61611



502 W. Clark Street
 Champaign, IL 61820



222 E. North Street
 Decatur, IL 62523



JR. HIGH PARTIAL FIRST FLOOR PLAN
1/8" = 1'-0"



Memorandum

TO: BOARD OF EDUCATION

FROM: TRAVIS R. ROUNDABOUT

DATE: JULY 10, 2024

RE: RESOLUTION TO ACCEPT GRANT FROM THE MT. ZION
FOUNDATION FOR QUALITY EDUCATION

Administrative recommendation: to approve the attached resolution accepting a \$600,000 grant from the Mt. Zion Foundation for Quality Education.

Comments: This resolution formally accepts the \$600,000 donation from the foundation for our science lab project. The agreement also allows further contributions for the project and provides that we will provide periodic updates to the foundation.

TRR nmg

Enclosures

MT. ZION COMMUNITY UNIT SCHOOL DISTRICT NO. 3

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A
GRANT IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS
FROM THE MT. ZION FOUNDATION FOR QUALITY EDUCATION**

WHEREAS, the Board of Education (“Board”) of Mt. Zion County Community Unit School District No. 3 (“District”) operates and maintains an attendance center that currently needs improved Science Lab Facilities (the “Project”); and

WHEREAS, among other powers and duties, the laws of the State of Illinois authorize the Board to establish attendance units within the District’s territory; and grant to the Board control and supervision of all public schoolhouses within the District’s territory. *See School Code* Section 10-21.3, 105 ILCS 5/10-21.3, and *School Code* Section 10-22.10, 105 ILCS 5/10-22.10, respectively; and

WHEREAS, the laws of the State of Illinois permit the Board to accept grants, gifts and donations, including those made with the intention that the grant, gift or donation be used for a certain purpose. *See School Code* Section 16-1, 105 ILCS 5/16-1; and

WHEREAS, *Board of Education Policy 8:80, Gifts to the District*, authorizes the Board to accept grants, gifts, and donations, and also establishes requirements to which gifts from any education foundation, other entities, or individuals must adhere; and

WHEREAS, the Mt. Zion Foundation for Quality Education (“MTZFQE”) has announced to the District that MTZFQE Foundation has approved a grant to the District for the Project in the amount of Six Hundred Thousand Dollars (\$600,000.00) in total (“Grant”) towards the base bid project, which Grant is expected to be made and paid by MTZFQE to District in the following installments and upon the following conditions:

Two equal installments of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) each, with the first payment to be made on or before August 1, 2024. The second payment to be made on or before June 30, 2026, after the base bid for this project is approved by the school board and total cost is over \$1.2 million. An additional contribution may be possible and paid by June 30, 2026 if MTZFQE and School District agree before the bid award to split the cost for items listed in the project as alternate bid options. In the event additional funds are granted by Foundation to District (whether to address cost overruns, accept alternative bids, and/or otherwise) the District agrees to match those payments on a Dollar-Per-Dollar Basis, with the District providing to MTZFQE evidence reflecting the District's compliance. The District will give the MTZFQE the alternate bid costs with at least 15 business days for review and consideration.

MTZFQE'S Proposal regarding the Grant and donation to the District for the Project ("Proposal") is attached hereto as Exhibit A and incorporated herein by this reference as if fully set out.

NOW, THEREFORE, Be It Resolved by the Board of Education of Mt. Zion Community Unit School District No. 3, of Macon County, Illinois, as follows:

Section 1. The Board hereby finds and determines that the preamble recitals of this Resolution are accurate and true. The preamble recitals are hereby incorporated herein by this reference as if fully set out, and the Board of Education hereby adopts and approves the preamble recitals in their entirety.

Section 2. The Board hereby finds and determines that:

a. The Board is authorized and permitted to accept the Grant, and to comply with the terms identified within Exhibit A, pursuant to the laws of the state of Illinois, including but not limited to the provisions of the *School Code* referenced in this Resolution; and

b. The Board is authorized and permitted to accept the Grant, and to comply with the terms identified within Exhibit A, upon compliance with the requirements of *Board of Education*

Policy 8:80 Gifts to the District. The Board hereby finds and determines that its acceptance of the Grant upon the terms identified within Exhibit A would comply with the requirements of *Board of Education Policy 8:80 Gifts to the District.*

Section 3. With respect to the purposes and conditions specified in Exhibit A, the Board hereby finds and agrees:

1. The designated purpose of the Grant is for the construction of a new Science Lab Project. “Designated Purpose”);
2. The Grant funds shall and must be used specifically for the Designated Purpose. If the Board wishes to deviate from this purpose, or if the timeline becomes unworkable, the District shall contact the Foundation with a written request to make changes to the plan or timeline.
3. After receipt of the Grant, the District will notify the Foundation if there are any changes in its status and ability to receive tax-deductible contributions pursuant to Section 170(c)(1) or Section 501(c)(3) of the Internal Revenue Code.
4. The MTZFQE shall require from the District reports, prepared and submitted on a bi-annual basis, that reflect the District’s project expenditures of the grant funds.
5. The MTZFQE shall require the District to provide the MTZFQE with a summary from the architect including project costs and payments.
6. The District accepts responsibility for complying with terms and conditions of Exhibit A, and will exercise full control over the Grant and the expenditure of Grant funds.

Section 4. The Board hereby accepts the Grant, and agrees to comply in all respects with the terms and conditions specified within Exhibit A, having hereby found (for the reasons set forth in this Resolution) that its acceptance of the Grant is permitted by the laws of the state of Illinois and by *Board of Education Policy 8:80.*

Section 5. The President of the Board of Education is hereby authorized and directed to execute Exhibit A on behalf of the Board of Education.

Section 6: This Resolution shall be in full force and effect forthwith upon its passage.

Any and all prior Board of Education Resolutions in conflict herewith are hereby repealed to the extent of any such conflict.

ADOPTED this _____ day of _____, 2024, by the following roll-call vote:

Jeffrey Sams, President _____
Nathan Brock, Vice President _____
Michelle Shumaker, Secretary _____
Regan Deering _____
Kyle Janvrin _____
Kent Newton _____
Kristi Niles _____

Jeffrey Sams
President, Board of Education

Michelle Shumaker
Secretary, Board of Education

EXHIBIT A: MTZFQE Proposal

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

SECRETARY'S CERTIFICATE

I, Michelle Shumaker, the duly qualified and acting Secretary of the Board of Education of Mt. Zion Community Unit School District No. 3, of Macon County, Illinois, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

MT. ZION COMMUNITY UNIT SCHOOL DISTRICT NO. 3

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A
GRANT IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS
FROM THE MT. ZION FOUNDATION FOR QUALITY EDUCATION.**

MT. ZION COMMUNITY UNIT SCHOOL DISTRICT NO. 3

which Resolution was duly adopted by said Board of Education at a meeting held on the _____ day of _____, 2024.

I do further certify that a quorum of said Board of Education was present at said meeting, and that all requirements of the Illinois Open Meetings Act were complied with.

IN WITNESS WHEREOF, I have hereunto set my hand on _____, 2024.

Michelle Shumaker
Secretary, Board of Education

Mt. Zion FOUNDATION

July 11, 2024
Board of Education
Mt. Zion Community Unit School District No. 3
c/o Dr. Travis R. Roundcount
Superintendent of Schools
1595 W. Main Street
Mt. Zion, IL 62549

Re: Donation Proposal and Offer
Jr./Sr. Science Lab Construction Funding

Dear Board of Education:

The Mt. Zion Foundation for Quality Education ("MTZFQE") is pleased to inform you that it wishes to provide funding to the School District's ("District's") contemplated Jr./Sr. Science Lab Construction Project ("Project") in accordance with the following terms and conditions:

Grant Amount: Six Hundred Thousand Dollars (\$600,000.00) in total.
Payment Installments: Two equal installments of Three Hundred Thousand Dollars (\$300,000.00) each

• First payment to be made on or before August 1, 2024.

• Second payment to be made on or before June 30, 2026, after the base bid for this project is approved by the school board and total cost is over \$1.2 million.

Additional Funding: An additional contribution may be possible and paid by June 30, 2026, if MTZFQE and District agree before the bid award to split the cost for items listed in the project as alternate bid options.

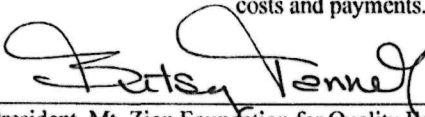
• In the event additional funds are granted by Foundation to District (whether to address cost overruns, accept alternative bids, and/or otherwise) the District agrees to match those payments on a Dollar-Per-Dollar Basis, with the District providing to MTZFQE evidence reflecting the District's compliance. The District will give MTZFQE the alternate bid costs with at least 15 business days for review and consideration.

Additional Requirements: After receipt of the Grant, the District will notify MTZFQE if there are any changes in its status and ability to receive tax-deductible contributions pursuant to Section 170(c)(1) or Section 501(c)(3) of the Internal Revenue Code.

• District shall provide MTZFQE reports, prepared and submitted on a bi-annual basis, that reflect the District's project expenditures of the grant

funds.

- District shall provide MTZFQE a summary from the architect including Project costs and payments.

 7.11.2024

President, Mt. Zion Foundation for Quality Education Date

#####

Acceptance Certificate

If the terms of this Donation Proposal are acceptable to the Board of Education, we ask that the Board of Education acknowledge its acceptance by adopting a Resolution reflecting its acceptance, by executing this acceptance certificate, and by sending copies of the Board of Education Resolution and this correspondence with the completed Acceptance Certificate to Mt. Zion Foundation for Quality Education.

ACCEPTED: MT. ZION CUSD NO. 3
BY:

President, Board of Education Date

ATTEST: _____
Secretary, Board of Education Date

Memorandum

TO: BOARD OF EDUCATION

FROM: TRAVIS R. ROUNDABOUT

DATE: JULY 10, 2024

RE: RESOLUTION TO ACCEPT DONATION FROM MT. ZION YOUTH BASKETBALL AND OTHER DONORS

Administrative recommendation: to approve the attached resolution accepting a donation from Mt. Zion Youth Basketball

Comments: This resolution formally accepts a donation from youth basketball and other donors towards a new videoboard and scoreboard in our high school gym. It would also move the current boards to the intermediate school upgrading them to have more information than the small panels currently there. The agreement outlines the payments from youth basketball and the donors.

TRR nmg

Enclosures

MT. ZION COMMUNITY UNIT SCHOOL DISTRICT NO. 3

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A
DONATION FROM MT. ZION YOUTH BASKETBALL AND OTHER DONORS**

WHEREAS, the Board of Education (“Board”) of Mt. Zion County Community Unit School District No. 3 (“District”) operates and maintains an attendance center that currently needs improved scoreboards in its high school and intermediate gyms (the “Project”); and

WHEREAS, among other powers and duties, the laws of the State of Illinois authorize the Board to establish attendance units within the District’s territory; and grant to the Board control and supervision of all public schoolhouses within the District’s territory. *See School Code* Section 10-21.3, 105 ILCS 5/10-21.3, and *School Code* Section 10-22.10, 105 ILCS 5/10-22.10, respectively; and

WHEREAS, the laws of the State of Illinois permit the Board to accept donations, gifts and donations, including those made with the intention that the donation, gift or grant be used for a certain purpose. *See School Code* Section 16-1, 105 ILCS 5/16-1; and

WHEREAS, *Board of Education Policy 8:80, Gifts to the District*, authorizes the Board to accept donations, gifts, and grants, and also establishes requirements to which gifts from any education foundation, other entities, or individuals must adhere; and

WHEREAS, Mt. Zion Youth Basketball (“MTZYB”) has announced to the District that MTZYB Foundation has approved a donation to the District for the Project in the amount of \$125,000 or more in total (“donation”) towards the project, which donation is expected to be made and paid by MTZYB to District in the following installments and upon the following conditions:

The first payment of at least \$50,000 from MTZYB and \$75,000 from the donors to be made on or before August 1, 2024.

The second payment for the remainder of MTZYB's share is to be made on or before March 1, 2025.

MTZYB'S Proposal regarding the donation to the District for the Project ("Proposal") is attached hereto as Exhibit A and incorporated herein by this reference as if fully set out.

NOW, THEREFORE, Be It Resolved by the Board of Education of Mt. Zion Community Unit School District No. 3, of Macon County, Illinois, as follows:

Section 1. The Board hereby finds and determines that the preamble recitals of this Resolution are accurate and true. The preamble recitals are hereby incorporated herein by this reference as if fully set out, and the Board of Education hereby adopts and approves the preamble recitals in their entirety.

Section 2. The Board hereby finds and determines that:

a. The Board is authorized and permitted to accept the donation, and to comply with the terms identified within Exhibit A, pursuant to the laws of the state of Illinois, including but not limited to the provisions of the *School Code* referenced in this Resolution; and

b. The Board is authorized and permitted to accept the donation, and to comply with the terms identified within Exhibit A, upon compliance with the requirements of *Board of Education Policy 8:80 Gifts to the District*. The Board hereby finds and determines that its acceptance of the donation upon the terms identified within Exhibit A would comply with the requirements of *Board of Education Policy 8:80 Gifts to the District*.

Section 3. With respect to the purposes and conditions specified in Exhibit A, the

Board hereby finds and agrees:

1. The designated purpose of the donation is for the a new videoboard and scoreboards at the high school gymnasium (“Designated Purpose”);
2. The donation funds shall and must be used specifically for the Designated Purpose. If the Board wishes to deviate from this purpose, or if the timeline becomes unworkable, the District shall contact MTZYB with a written request to make changes to the plan or timeline.
3. The District accepts responsibility for complying with terms and conditions of Exhibit A, and will exercise full control over the donation and the expenditure of donation funds.

Section 4. The Board hereby accepts the donation, and agrees to comply in all respects with the terms and conditions specified within Exhibit A, having hereby found (for the reasons set forth in this Resolution) that its acceptance of the donation is permitted by the laws of the state of Illinois and by *Board of Education Policy 8:80*.

Section 5. The President of the Board of Education is hereby authorized and directed to execute Exhibit A on behalf of the Board of Education.

Section 6: This Resolution shall be in full force and effect forthwith upon its passage. Any and all prior Board of Education Resolutions in conflict herewith are hereby repealed to the extent of any such conflict.

ADOPTED this _____ day of _____, 2024, by the following roll-call vote:

Jeffrey Sams, President	_____
Nathan Brock, Vice President	_____
Michelle Shumaker, Secretary	_____
Regan Deering	_____
Kyle Janvrin	_____
Kent Newton	_____
Kristi Niles	_____

Jeffrey Sams
President, Board of Education

Michelle Shumaker
Secretary, Board of Education

EXHIBIT A: MTZYB Proposal

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

SECRETARY'S CERTIFICATE

I, Michelle Shumaker, the duly qualified and acting Secretary of the Board of Education of Mt. Zion Community Unit School District No. 3, of Macon County, Illinois, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

MT. ZION COMMUNITY UNIT SCHOOL DISTRICT NO. 3

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A
DONATION FROM MT. ZION YOUTH BASKETBALL AND OTHER DONORS**

which Resolution was duly adopted by said Board of Education at a meeting held on the _____ day of _____, 2024.

I do further certify that a quorum of said Board of Education was present at said meeting, and that all requirements of the Illinois Open Meetings Act were complied with.

IN WITNESS WHEREOF, I have hereunto set my hand on _____, 2024.

Michelle Shumaker
Secretary, Board of Education

EXHIBIT A

Board of Education, Mt. Zion Community Unit School District No. 3
c/o Dr. Travis R. Roundcount, Superintendent of Schools
1595 W. Main Street
Mt. Zion, IL 62549

Re: Donation for High School Gym Scoreboards

Dear Board of Education:

Mt. Zion Youth Basketball (“MTZYB”) is pleased to inform you that it wishes to provide funding for a Scoreboard project (“Project”) in accordance with the following terms and conditions:

- Project Scope:
1. A new video board will be installed on the east wall on the home side of the high school's big gym.
 2. Replace the existing scoreboard on the west wall with a similar updated digital scoreboard.
 3. Replace the center ring with a similar updated digital scoreboard.
 4. Install a slim shot clock with game clock to each of the main court backboards at the high school and the intermediate school.
 5. Remove the small score panel from the east wall and install a new small score panel to the visitor side of the east wall.
 6. Configure to be wireless and relocate and install the current large scoreboard from the west wall and the small score panel from the east wall of the high school to the Intermediate gym, and remove the panels at that location.
 7. Two of the removed panels will be configured for wireless and saved for possible future use by MTZYB.
- Funding amounts:
- MTZYB agrees to split 3 ways between the District, MTZYB, and donors secured by MTZYB, the cost of the project. (Expected to be approximately \$180,000). The donors will pay a one time \$25,000 each for a total of \$75,000. MTZYB and the district will pay \$50,000 up front and will split evenly the amount over \$175,000.
- Payment Installments:
- The first payment of at least \$50,000 from MTZYB and \$75,000 from the donors to be made on or before August 1, 2024.
- The second payment for the remainder of MTZYB’s share is to be made on or before March 1, 2025.
- Donations fall short:
- In the event that donors do not raise the entire \$75,000 total, the District and MTZYB agree to split the remaining amount that has not been raised, also paid by MTZYB by March 1, 2025.
- Additional Requirements:
- The district shall provide MTZYB with a summary of the project's scope and updates on its status as requested.

If this agreement is approved by the Mt. Zion Board of Education on July 15, 2024, the scoreboard will be ordered within the next week. The agreement with Nevco will include an expected delivery/installation in October/November.

Sponsoring businesses will pay a one-time gift of \$25,000.00 towards the new scoreboards for the MTZ High School Big Gym. In return for their sponsorship, sponsors will receive a recognition spot on the west wall scoreboard directly under the new board. Sponsors will also receive preferred advertising spots on the video board that will be displayed during all varsity athletic events held in the Big Gym and most other level athletic events as workers are available. Preferred advertising spots will be the first three 3-5 second scrolling ads played at different opportunities at minimum three times during the game. The duration of recognition physically on the scoreboard or media board will be limited to 10 years unless a new sponsorship agreement is entered into. The 10 years will not begin until the first event where the videoboard is used. After 10 years, these sponsors will have right of first refusal to continue sponsorship a price designated at that time.

Any addendums to this agreement must be signed by all parties.

MTZ Athletic Director

MTZYB Board Member Signature

President of MTZ Youth Sports

MTZ Superintendent

Donor 1

Donor 2

Donor 3

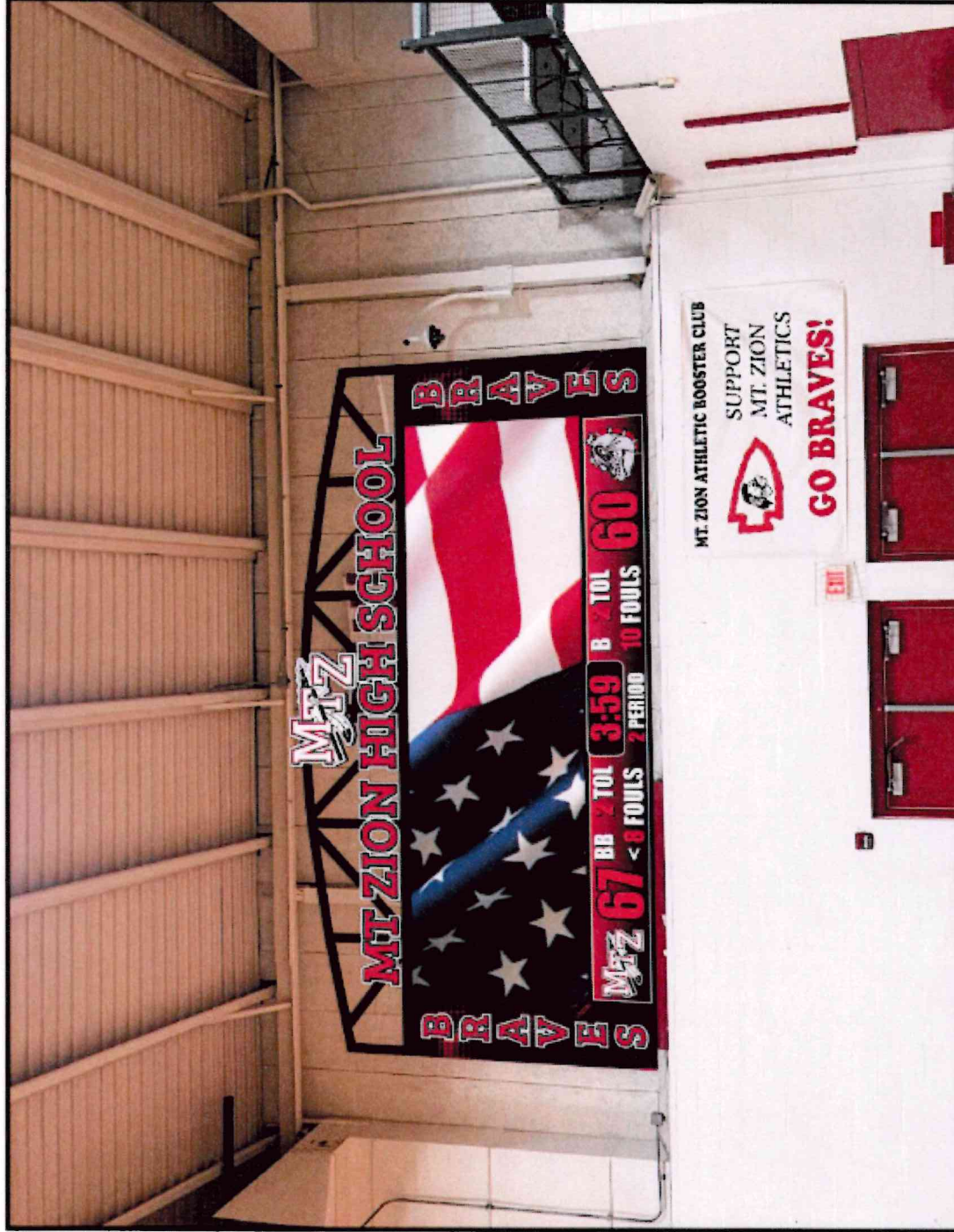
Acceptance Certificate

If the terms of this Donation Proposal are acceptable to the Board of Education, we ask that the Board of Education acknowledge its acceptance by adopting a Resolution reflecting its acceptance, by executing this acceptance certificate, and by sending copies of the Board of Education Resolution and this correspondence with the completed Acceptance Certificate to Mt. Zion Youth Basketball Association.

ACCEPTED: MT. ZION CUSD NO. 3
BY:

_____ Date
President, Board of Education

ATTEST: _____ Date
Secretary, Board of Education



PROOF INCLUDES:

- **Full Color LED Video Display**
8.20'H x 19.69'W 3.9mm
(640 x 1152 pixel matrix)
* Shown with virtual scoring.
- **Non-Illuminated Sign**
(2) 2.155'W x 8.20'H
- **Decorative Arch Truss**
24'W x 4'H
- **Decorative Arch Truss Letters**
(1.6) 18" Letters
- **Decorative Arch Truss Logo**
4'W x 4'H

*Shown in place of existing scoreboard.

SIGNATURE OF APPROVAL _____

DATE _____

This rendering is for conceptual purposes only. It may not be to exact scale or specifications and should not be used for installation purposes. Every effort has been made to make it as accurate as possible. Beams and or pillars are for illustration only. Engineering specifications may require changes in the quantity, size and/or shape of beams and pillars to meet installation requirements. Nevco assumes no obligations or liability regarding the viability of applicability of existing structures. THIS DRAWING IS THE PROPERTY OF NEVCO INC. AND SHALL NOT BE REPRODUCED, COPIED, SHARED or DISTRIBUTED WITH ANYONE OTHER THAN THE INTENDED STAFF OR CLIENT OF THE PROPOSED PROJECT WITHOUT THE EXPRESSED PERMISSION OF NEVCO INC.

PROOF INCLUDES:

- **4-FACE-2700-W Basketball/Volleyball/Wrestling LED Scoreboard with All-White Digits**
(4) 8W x 3H x 8D
Scoreboard Color: 185 Jet Black
Digit Color: White
Custom Striping: 186 Red
- **Custom Wedge Panel (4)**
- **Custom Imprinted Bottom**



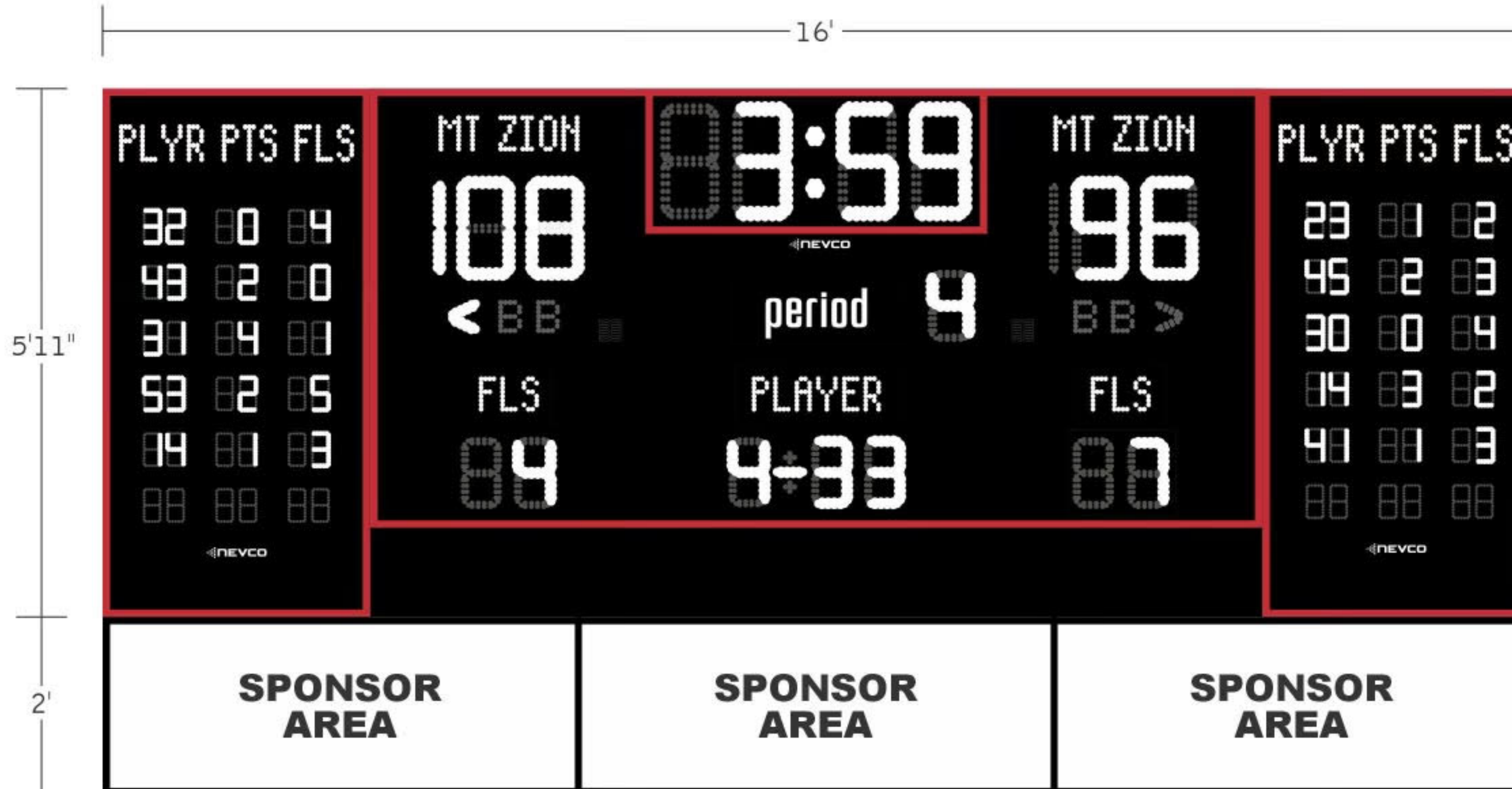
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PROOF INCLUDES:

- **Model 2780-EC-W Basketball/Volleyball/Wrestling LED Scoreboard w/ Intelligent Captions**
 10W x 4'11"H x 8"D
 Scoreboard Color: 183 Jet Black
 Digit Color: White
 Intelligent Captions Color: White
 Custom Striping: 186 Red
 - **SD7-5 - EC-W 6 Player/Points/Fouls Panels LED Display with All-White Digits (Set of 2)**
 3W x 5'11"H x 8"D
 Scoreboard Color: 183 Jet Black
 Digit Color: White
 Electronic Captions Color: White
 Custom Striping: 186 Red
 - **Non-illuminated Sign**
 10W x 1'H
 - **Non-illuminated Sign**
 16W x 2'H
- *Sponsor sign ships blank.



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