

DRAFT Subject to Continuing Revisions

AMENDMENT TO A101-2017 AGREEMENT BETWEEN LINCOLNWOOD SCHOOL DISTRICT NO. 74 AND STUCKEY CONSTRUCTION COMPANY, INC.

This Amendment is entered into as of March 7, 2024, by and between Board of Education of Lincolnwood School District No. 74 (“School District” or “Owner”) and Stuckey Construction Company, Inc. (“Stuckey” or “Contractor”) (collectively, the “Parties”) to modify the AIA Document A101-2017 entered into as of December 2023 (the “Agreement”), including the Project Manual for Architect’s Project No. 23039 and all related contract documents (collectively, the “Contract Documents”), and shall continue in force throughout the performance of the Agreement unless otherwise agreed by the Parties.

1. **Phasing.** The Parties acknowledge that the Work as defined in Article 2 of the Agreement and elsewhere in the Contract Documents, as originally prepared by the Architect, includes the performance of work in two phases, with the Phase 2 work scheduled to take place between commencement on June 9, 2025, and final completion on or before August 18, 2025.

2. **Acceleration of Phase 2 Work.** At the request of Contractor, the Parties agree that the Contractor’s Phase 2 work, as specified in the Contract Documents, shall be performed by the Contractor between the Phase 1 commencement date of June 10, 2024, and the Phase 1 substantial completion date of August 2, 2024, or as those dates may be modified by the Parties.

3. **Contract Sum.** Contractor agrees that the Contract Sum as described in Article 4 of the Agreement shall not be increased in any way as a result of the acceleration of the Phase 2 work described herein.

4. **Deferred Cost of Phase 2 Work.** The Parties agree that the cost for the Phase 2 work shall not become due and payable until July 1, 2025, at the earliest. The Parties agree that the cost of the Phase 2 work shall be the break out price presented in the Contractor’s original bid document, One Million Six Hundred Forty Thousand Dollars and no cents (\$1,640,000.00). This amount may be increased or decreased in accordance with the ordinary change order or contingency allowance procedures under Illinois law and the Contract Documents, but only in accordance with Section 3 of this Amendment above.

5. **Payments.** As the Contractor performs work between the Phase 1 commencement and final completion dates, the Contractor shall submit Applications for Payment in the ordinary manner and schedule as described in the Contract Documents, but shall submit Phase 1 and Phase 2 applications, and their supporting materials, separately. All such Applications for Payment shall clearly be marked “Phase 1” or “Phase 2”, respectively, and all such Phase 2 payments shall be due and payable only in accordance with Section 4 of this Amendment above. Notwithstanding the foregoing, the Contractor’s obligation to pay all workers, subcontractors, or material suppliers for Phase 2 work or materials provided shall not be deferred. All Applications for Payment regarding Phase 2 work shall include all required certified payroll and lien waiver documentation as required by law and the Contract Documents.

6. **Invoicing and Issuance of Payment.** The Contractor shall be responsible for issuing an invoice to the School District, with a copy to the Architect, reflecting the cost of the completed Phase 2 Work, as modified by any approved change orders, no sooner than July 1, 2025. Thereafter, the School District, upon receipt of the Architect's final Certificate of Payment confirming that all Applications for Payment and necessary documentation for Phase 2 work, shall issue payment for the final amount to *Stuckey Construction Company, Inc.* In the event that a different entity or person is designated as payee, Stuckey agrees to provide sufficient documentation that the Phase 2 receivable has been appropriately assigned or transferred. In the event that Stuckey has filed for bankruptcy, the School District shall issue payment as ordered by the bankruptcy court.

7. **Termination or Suspension.** In the event that the Phase 2 work is terminated or suspended in accordance with Article 7 of the Agreement, the cost of any Phase 2 work actually performed prior to the termination or suspension shall remain deferred in accordance with this Amendment, unless otherwise agreed by the Parties.

8. **Relationship to Contract Documents.** This Amendment modifies the Agreement and all Contract Documents entered into by the Parties. All other terms of the Agreement and Contract Documents not modified in this Amendment shall remain unchanged unless modified in the future. Terms not defined herein shall have the same meaning as defined in the Contract Documents. If there is conflict between this Amendment and the Contract Documents, the terms of this Amendment will prevail.

9. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

WHEREAS, this Amendment and its terms and conditions are agreed upon by the Parties as of the date set forth above.

**STUCKEY CONSTRUCTION
COMPANY, INC.**

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT
NO. 74, COOK COUNTY, ILLINOIS**

By: _____
Paul Stuckey, President

By: _____
Board President

Date: _____

Date: _____

ATTEST

ATTEST

By: _____

By: _____
Board Secretary

Its: _____

Date: _____

Date: _____