

**REGULAR BOARD OF EDUCATION MEETING
COMMUNITY HIGH SCHOOL DISTRICT 94
May 15, 2018 - 7:00 PM**

**DISTRICT ADMINISTRATIVE CENTER
326 JOLIET STREET
WEST CHICAGO, IL 60185**

A G E N D A

OPENING ACTIVITIES

1. Call to Order
 2. Salute to the Flag
 3. Reading of Mission Statement
"Community High School strives to promote and provide growth experiences in Learning, Leadership and Living."
 4. Roll Call
 5. Additions to the Agenda - (Voice Vote)
-
-

RECOMMENDED MOTION: That the Board of Education approve the addition of the topics shown above to this agenda.

STUDENT RECOGNITION

Katherine Doremus

1. Good News of the District 7
Fermilab TARGET Summer Internship Contestants:
Semifinalists: Melissa Gonzalez-Ramirez, Citlalli Santiago and Heather Truong
Finalists: Sabrina Lutfiyeva and Ellie Michaels
Student who was awarded an internship: Marianne Hernandez
2. April Student of the Month - Madelyn Brotnow 8

PUBLIC PARTICIPATION

ADMINISTRATIVE REPORTS AND INFORMATION

1. Superintendent's Report
Doug Domeracki
 - a. Student Report - Madelyn Brotnow
 - b. FOIA(s)
 - c. Bomb Threat Update
2. Director of Building Operations
Gordon Cole
3. Director of Business Services Report
David Blatchley

| | |
|-----------------------------------------------------------------------------------|-----|
| 4. Director of Human Resources Report Cheryl Moore | |
| 5. Principal's Report Moses Cheng | 9 |
| a. Student Attendance & Discipline | |
| 6. Committee and Representative Reports | |
| a. Education - April 25, 2018 | 12 |
| b. Facilities - May 8, 2018 | 15 |
| c. Finance | |
| d. Human Resources | |
| e. Policy | |
| f. SASSED | |
| g. Other | |
| 7. Future Dates | |
| a. Board Governance Meeting - June 11, 2018 | |
| b. Regular Board of Education Meeting - June 19, 2018 | |
| 8. Open Comment - Board Members Board Members | |
| 9. Future Issues | |
| CONSENT AGENDA (Roll Call) | |
| 1. Items Removed from Consent Agenda for Separate Action | |
| <hr/> | |
| <hr/> | |
| <hr/> | |
| 2. Consent Agenda Action for All Items Except Those Listed in 1. Above | |
| RECOMMENDED MOTION: That the Board approve all items on the Consent Agenda | |
| which have not been specifically removed for separate actions as shown on line 1. | |
| immediately above. | |
| CONSENT AGENDA ITEMS - RECOMMENDED ACTION: | |
| 1. Approval of Minutes | |
| a. Special Board of Education Meeting -April 17, 2018 | 55 |
| b. Closed Session Board of Education Meeting - April 17, 2018 - At table | |
| c. Special Joint Boards of Education Meeting with District 25- April 23, | 64 |
| 2018 | |
| d. Special Joint Boards of Education Meeting with District 34 - April | 66 |
| 24, 2018 | |
| 2. Acceptance of Minutes | |
| a. Education Committee Meeting Minutes - April 25, 2018 | 68 |
| b. Facilities Committee Meeting - May 8, 2018 | 71 |
| 3. Approval of Financials | |
| a. Approve Current Expenditures | 111 |
| b. Imprest fund Statement | 131 |
| c. Treasurer's Report | 138 |
| d. Statement of Position/Financial Report | 139 |
| e. Statement of Revenue/Expenditures YTD Ending April 30, 2018 | 140 |

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| f. 3-Year Budget/Actual Report | 141 |
| g. Grant Reports | 143 |
| h. Petty Cash Fund Report | 145 |
| i. Student Activity Account Fund Balance | 146 |
| j. New Vendors Monthly Report | 149 |
| k. Quarterly Financial Reports | |
| l. Referendum Revenue and Expenditure Report | 150 |
| 1. RECOMMENDED MOTION: That the Board of Education approve the expenditures from April 13, 2018 to May 8, 2018 and accept the financial reports. | |
| 4. Election of Treasurer | 154 |
| a. RECOMMENDED MOTION: That the Board of Education elect Kevin Kotche to the position of Treasurer, without annual compensation, for the period of July 1, 2018 to June 30, 2019. | |
| 5. Treasurer's Bond | 156 |
| The District is required to provide notice of its Treasurer and Treasurer's Bond to the Regional Office of Education for filing. | |
| a. RECOMMENDED MOTION: That the Board of Education approve the Surety Bond of the Treasurer and 2018 General Obligation Bonds. | |
| 6. Interfund Transfer | 164 |
| Pursuant to the Illinois School Code, the Board annually approves a resolution to authorize the transfer of interest from Working Cash Fund to the Education Fund. The resolution allows up to \$12,000. | |
| a. RECOMMENDED MOTION: That the Board of Education approve the resolution authorizing the transfer of interest from the Working Cash Fund to the Education Fund no later than June 30, 2018. | |
| 7. Resolution Designating Interest Earnings | 166 |
| This is an annual Resolution the Board must make to signify the Board's intent as to interest income: | |
| a. RECOMMENDED MOTION: That the Board of Education approve the Resolution Designating Interest Earnings for Fiscal Year 2018-19, as presented in the packet and authorize the Secretary to certify such Resolution. | |

OLD BUSINESS:

NEW BUSINESS:

| | |
|-----------------------------------------------------------------------------|-----|
| 1. Personnel Report - (Roll Call) | 168 |
| The Personnel Report consists of: | |
| •The employment of 4 certified staff for the 2018-19 school year | |
| •The leave of absence of 1 certified staff | |
| •The resignation of 3 certified staff at the end of the 2018-19 school year | |
| •The retirement of 1 administrative staff on October 2, 2019 | |
| •The approval of 8 overload assignments for the 2018-19 school year | |
| •The employment of 1 Athletic Coach | |
| •The resignation of 2 Athletic Coaches | |
| •The approval of 14 annual administrative contracts | |
| •The approval of vacation carryover for 1 administrator | |
| a. RECOMMENDED MOTION: That the Board of Education approve the | |

Personnel Report.

2. Separation of Employment - (Roll Call)
 - a. RECOMMENDED MOTION: That the Board of Education accept the following resignations upon the conclusion of the 2017-18 school Year:
Jennifer Grenchik - Speech/Language Pathologist
Rebecca Hahn - Teacher/Science Division
Bill Bautista - Social Worker;
and that the Board of Education approve the retirement of Douglas Mullaney, Athletic Director, effective October 2, 2019.
3. Credit Card Policy ¶3315 - Use of Credit and Procurement Cards - (Roll Call) 171
Illinois Statute requires school districts to have a credit and procurement card policy. the following Press Policy was reviewed at 1st reading at the April 17, 2018 board meeting.
 - a. RECOMMENDED MOTION: That the Board of Education approve Policy ¶3315 - Use of Credit and Procurement Cards - on 2nd reading.
4. Workplace Harassment Prohibited Policy ¶1703 - (Roll Call) 173
The scope of Policy ¶1703 and ¶1703P were required by the state of Illinois to include (1) prohibition of sexual harassment, (2) details on how an individual can report and allegation, (3) prohibition on retaliation for reporting allegations of sexual harassment, and (4) the consequences of a violation. The State Officials and Employees Ethics Act, 5 ILCS430/70-50(a), amended P.A. 100-554, requires school districts to adopt an ordinance or resolution establishing a policy to include the four previous points by January 15, 2018. IASB has been developing this policy and has recommended districts using PRESS services adopt the poilicy once completed by PRESS. The attached PRESS policy replaces our current policy ¶1703 and ¶1703P. This policy was approved at 1st reading at the April 17, 2018 board meeting.
 - a. RECOMMENDED MOTION: That the Board of Education approve proposed changes to Policy ¶1703 and Policy ¶1703P - Sexual Harassment - at 2nd reading.
5. Student Fees for 2018-19 School Year - (Roll Call) 181
This is the annual fee schedule for students. There is no change to the schedule for 2018-19.
 - a. That the Board of Education approve the fee schedule for the 2018-19 school year.
6. Construction Manager - (Roll Call) 182
The District preformed a selection process for the purpose of utilizing a construction manager firm for the 2nd phase of the renovation/addition project. Pepper Construction of Barrington was the selected firm. These are the standard AIA (American Institute of Architects) contracts for services of Construction Manager. The A201-2007 pertains to the general conditions of the relationship between the District and the Construction manager and Architect, while A134-2009 is specific to the relationship where there is not a Guaranteed Maximum Price. These were prepared and modified by the Districts attorney, Dan Boyle.

- a. RECOMMENDED MOTION: That the BOE approve the AIA A201-2007 and the AIA A134-2009 as attached for construction management services between Pepper Construction Company, Barrington, Il and the District.

7. Architectural Services - (Roll Call)

276

DLA architects have been the primary architect for the District. They are currently developing the concept plans for the renovation/addition project. Since the District will be utilizing a construction manager, an updated standard agreement is necessary. AIA B133-2014 delineates the responsibilities between the architect, the construction manager and the District. AIA B101-2007

is the standard agreement between owner and architect. This will be utilized on all projects in which the construction manager is not utilized.

These were prepared and modified by the Districts attorney, Dan Boyle.

- a. RECOMMENDED MOTION: That the BOE approve the AIA B133-2014 contract for architectural services in conjunction with a construction manager between DLA Architects, LTD, Itasca, Il and the District.

- b. RECOMMENDED MOTION: That the BOE approve the AIA B101-2007 contract for architectural services between DLA Architects, LTD, Itasca, Il and the District.

8. Student Travel: Band & Honors A Cappella Chamber Choir Walt Disney World Performance/Masterclass Tour - (Roll Call)

323

In compliance with Policy ¶7204 - Field Trips, Student Travel and Optional Student Travel - the Band & Honors A Cappella Chamber Choir Walt Disney World Performance/Masterclass Tour qualifies as Student Travel. Band & Honors A Cappella Chamber Choir are requesting a trip to Walt Disney World, Orlando FL, which is beyond a 250 mile radius of West Chicago Community High School.

- a. RECOMMENDED MOTION: That the Board of Education approve Student Travel for the Band & Honors A Cappella Chamber Choir Walt Disney World Performance/Mastecclass Tour from December 5 - 9, 2018.

9. Administrative Staff Contracts - (Roll Call)

Five of our current administrators are working under multi-year contracts which conclude at the end of this school year and one employee is completing their first year of service under a one-year agreement. Four administrators are being offered a multi-year contract (three successor performance based contracts and one initial performance based contract) and two administrators currently on a multi-year contract are being offered a one-year contract for the 2018-19 school year.

- a. RECOMMENDED MOTION: That the Board of Education approve 4 multi-year contracts and 2 single year contracts for administrative staff.

10. IASB Resolution - (Roll Call)

325

The IASB Delegate Assembly will be held in conjunction with the IASB Conference, November 16-18, 2018. One of the most important components of that meeting is the consideration of resolutions submitted by member boards. The decision of the Delegate Assembly regarding proposed resolutions determines the future of the organization. Rich Nagel

has submitted a resolution regarding borrowing for energy saving equipment related to utility usage, for consideration of submission by the District 94 Board.

- a. RECOMMENDED MOTION: That the Board of Education approve the submission of the IASB Resolution as presented for the 2018 IASB/IASA/IASBO Joint Annual Conference.

11. Edgenuity - (Roll Call)

327

Edgenuity is an academic pathway for special education students to assist in credit recovery.

- a. RECOMMENDED MOTION: That the Board of Education formally approve the renewal subscription service for Edgenuity in the amount of \$46,985 for a three-year contract.

EXECUTIVE SESSION - only if needed and with the understanding that possible action could be taken on matters discussed in closed session.

RECOMMENDED MOTION TO MOVE TO CLOSED SESSION: That the Board of Education hold a Closed Session at [Time] for the purpose(s) of [1 - 15 below].

1. The appointment, employment, compensation, discipline, performance or dismissal of specific employees.
2. Collective negotiating matters.
3. The selection of a person to fill a public office.
4. Evidence or testimony presented in open hearing, or in closed hearing, where specifically authorized by law, to a quasi-adjudicative body.
5. The purchase or lease of real property.
6. The setting of a price for sale or lease of property.
7. The sale or purchase of securities, investments, or investment contracts.
8. Emergency security procedures.
9. Student discipline.
10. The placement of individual students in special education programs.
11. Litigation has been filed and is pending before a court or administrative tribunal.
12. Establishment of reserves or settlement of claims as provided by local government and governmental employees Tort Immunity Act.
13. Self-evaluation.
14. Discussion of minutes of meetings lawfully closed under Open Meetings Act (P.A. 88-621, effective 1-1-95).
15. Considering meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America.

RECOMMENDED MOTION TO MOVE TO OPEN SESSION:

That the Board of Education return to Open Session at [Time].

ACTION AFTER RETURN TO OPEN SESSION:

ADJOURNMENT

RECOMMENDED MOTION: That the Board of Education meeting be adjourned at [Time].

*Serving Carol Stream
Warrenville
West Chicago
Wheaton
Winfield*

Douglas P. Domeracki, Ed. D.
Superintendent

David A. Blatchley
Director of Business Services

Gordon H. Cole
Director of Building Operations

Cheryl L. Moore
Director of Human Resources

District Administrative Center

157 W. Washington Street
West Chicago, IL, 60185

Phone: (630) 876-6200

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www.d94.org

Community High School District 94

157 W. Washington St. – West Chicago, IL 60185

Good News of the District

May 15, 2018

The TARGET Program is a highly competitive, paid, six-week summer internship opportunity for Illinois high school sophomores and juniors who have strong interest and demonstrated aptitude for physics, mathematics, computer science and engineering. The program's goals are to encourage high school students to undertake college study and pursue careers in STEM disciplines.

TARGET encourages and aims to increase the representation of underrepresented minorities and women in the sciences and engineering at the college level and consequently the workforce. The program's design combines both work and hands-on experiential learning. The TARGET Program had over 500 applicants. Through a series of application reviews, the applicant pool was reduced to a semi-finalist pool of approximately 150 students. A more thorough review of the semi-finalists was used to create a pool of finalists. This group of about 60 students was then screened through group interviews. After the group interviews, Fermilab announced the TARGET interns for this summer.

WCCHS had about 10 students who submitted an initial application in February. Tonight, we are recognizing the 6 students who were selected as semi-finalists, finalists, and intern.

WCCHS students who were semifinalists:

- Melissa Gonzalez-Ramirez (soph)
- Citlalli Santiago (soph)
- Heather Truong (soph)

WCCHS students who were finalists

- Sabrina Lutfiyeva (jr)
- Ellie Michaels (jr)

WCCHS student who was awarded an internship:

- Marianne Hernandez (soph)

Congratulations to all for their outstanding recognition in the Fermilab TARGET Summer Internship process.

*Serving Carol Stream
Warrenville
West Chicago
Wheaton
Winfield*

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Madelyn Brotnow Named April Student of the Month

West Chicago Community High School has selected Madelyn Brotnow of West Chicago as Student of the Month for April 2018. A senior, Madelyn was selected for outstanding scholarship and her dedication to athletics and student activities.

Madelyn has been on High Honor Roll every semester of her high school career. She has a cumulative weighted GPA of 5.500. Madelyn is a member of National Honor Society, Foreign Language Honor Society, and is an Illinois State Scholar. She has been nominated to the IHSA All-State Academic Team and has earned Academic/Athletic All-Conference.

A highly involved student, Madelyn is a member of Student Council and is the Senior Class President. She serves as the student rep to the Board of Education. She is a member of Health Occupations Students of America, has been involved in band all four years, and is a Student Ambassador. A student athlete, Maddie has played basketball, cross country, track and volleyball.

Outside of school, Madelyn volunteers at Central DuPage Hospital in the gift shop, and also referees and/or keeps the books for the annual Special Olympics Basketball Tournament held at WCCHS. She also finds time to hold a job as a lifeguard at a local pool.

When asked about her favorite high school memory, Madelyn says, "While it's difficult to choose just one, I would say my favorite high school memory was homecoming this past fall. I was accompanied by an exchange student from Spain who brought so much energy and new dance moves. It was a night filled with memories of all the friends I had made throughout high school."

Madelyn has this advice for future Wildcats, "Don't be afraid to try new things and use high school as a way to find something you are passionate for."

Madelyn is enrolled at College of DuPage this summer to become an EMT. In the fall, she will be attending the University of Illinois at Urbana-Champaign to pursue a degree in biology, then on to graduate school to become a Physician's Assistant.

The Board of Education of Community High School District 94 congratulates Madelyn on all of her accomplishments and wishes her the best of luck in future endeavors.

**WEST CHICAGO COMMUNITY HIGH SCHOOL
DISTRICT 94**

May 2, 2018

MEMORANDUM

TO: Dr. Domeracki

FROM: M. Cheng

RE: **STUDENT ATTENDANCE – APRIL 2018**

| APRIL | <u>2013/14</u> | <u>2014/15</u> | <u>2015/16</u> | <u>2016/17</u> | <u>2017/18</u> |
|---------------------------|----------------|----------------|----------------|----------------|----------------|
| Average Daily Enrollment: | 1932.65 | 1918.67 | 1993.70 | 2042.82 | 2068.65 |
| Average Daily Attendance: | 1816.38 | 1824.75 | 1886.80 | 1904.88 | 1930.15 |
| Percent Attendance: | 93.98 | 95.11 | 94.64 | 93.25 | 93.40 |

| | |
|------------------|----|
| Students Added | 1 |
| Students Dropped | 16 |

| <u>Percent Attendance for Previous Months:</u> | |
|------------------------------------------------|-------|
| January 2018 | 93.57 |
| February 2018 | 93.19 |
| March 2018 | 94.38 |

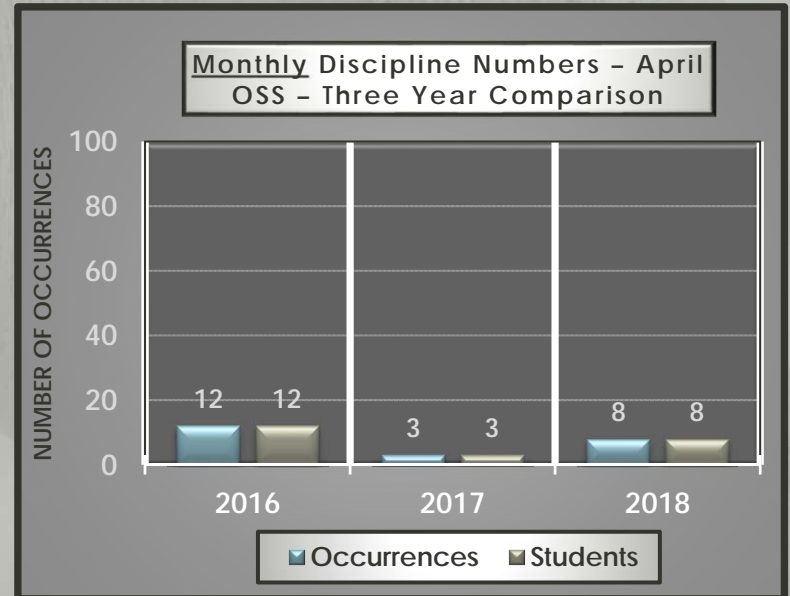
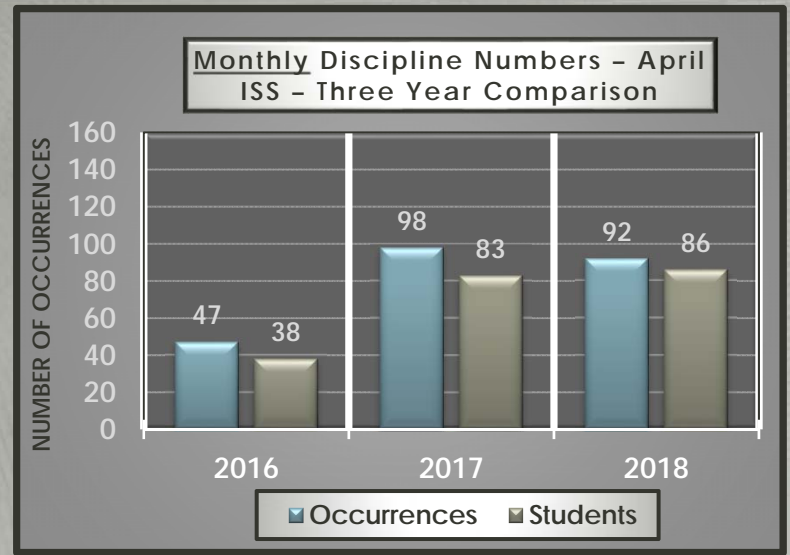
MC/hn

Monthly Discipline Report – April 2018

Monthly Discipline Report for April

| REASON FOR SUSPENSION | Monthly Discipline Numbers - April | | | | | |
|--------------------------------------|------------------------------------|------------|------------|------------|------------|------------|
| | 2016 | 2017 | 2018 | 2016 | 2017 | 2018 |
| IN SCHOOL SUSPENSION | OCC | OCC | OCC | STD | STD | STD |
| DISOBEDIENCE/DISRESPECT-ISS | 3 | 2 | 3 | 3 | 2 | 2 |
| DISOBEDIENCE/TARDY-ISS | 32 | 45 | 40 | 26 | 35 | 37 |
| DISOBEDIENCE/TRUANCY-ISS | 11 | 42 | 37 | 8 | 37 | 35 |
| ELECTRONIC DEVICE - ISS | 0 | 0 | 0 | 0 | 0 | 0 |
| SATURDAY SCHOOL-ISS | 1 | 9 | 12 | 1 | 9 | 12 |
| OTHER | 0 | 0 | 0 | 0 | 0 | 0 |
| MONTHLY TOTAL ISS SUSPENSIONS | 47 | 98 | 92 | 38 | 83 | 86 |

| OUT OF SCHOOL SUSPENSION | 2016 | 2017 | 2018 | 2016 | 2017 | 2018 |
|--------------------------------------|-----------|----------|----------|-----------|----------|----------|
| | OCC | OCC | OCC | STD | STD | STD |
| DISOBEDIENCE/DISRESPECT-OSS | 0 | 0 | 2 | 0 | 0 | 2 |
| DISOBEDIENCE/TARDY-OSS | 0 | 0 | 0 | 0 | 0 | 0 |
| DISOBEDIENCE/TRUANCY-OSS | 0 | 1 | 0 | 0 | 1 | 0 |
| ELECTRONIC DEVICE - OSS | 0 | 0 | 0 | 0 | 0 | 0 |
| FIGHTING-OSS | 0 | 2 | 2 | 0 | 2 | 2 |
| GANG REPRESENTATION/WEAPONS-OSS | 0 | 0 | 0 | 0 | 0 | 0 |
| ILLEGAL ACT/U.I. ALCOHOL-OSS | 0 | 0 | 0 | 0 | 0 | 0 |
| ILLEGAL ACT/U.I. MARIJUANA-OSS | 0 | 0 | 4 | 0 | 0 | 4 |
| SATURDAY SCHOOL-OSS | 12 | 0 | 0 | 12 | 0 | 0 |
| THEFT-OSS | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER | 0 | 0 | 0 | 0 | 0 | 0 |
| MONTHLY TOTAL OSS SUSPENSIONS | 12 | 3 | 8 | 12 | 3 | 8 |



*Student totals contain duplicates between months.

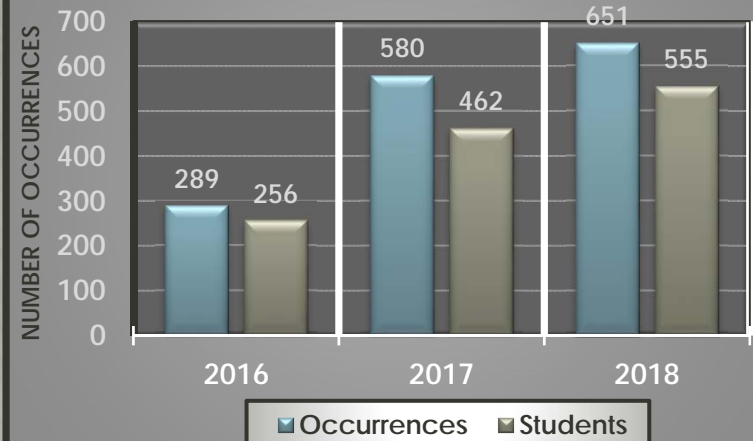
Yearly Discipline Report – Aug thru April *Yrs16/17/18

Yearly Discipline Report for August thru April

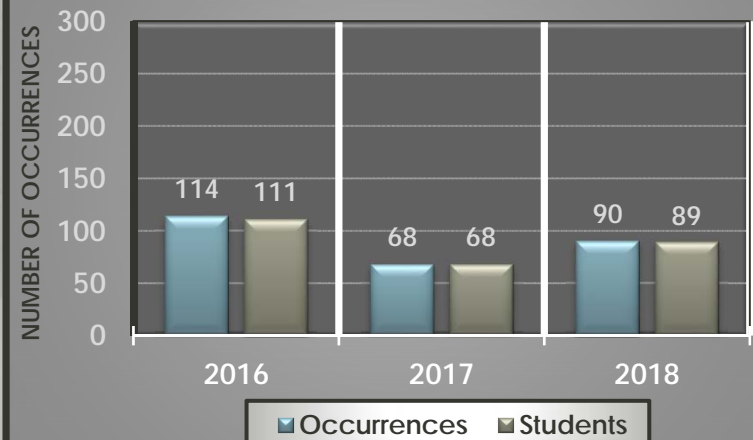
| REASON FOR SUSPENSION | Yearly Discipline Numbers | | | | | |
|--------------------------------------|---------------------------|------------|------------|------------|------------|------------|
| | 2016 | 2017 | 2018 | 2016 | 2017 | 2018 |
| IN SCHOOL SUSPENSION | OCC | OCC | OCC | STD | STD | STD |
| DISOBEDIENCE/DISRESPECT-ISS | 31 | 63 | 32 | 31 | 52 | 28 |
| DISOBEDIENCE/TARDY-ISS | 121 | 154 | 237 | 106 | 111 | 193 |
| DISOBEDIENCE/TRUANCY-ISS | 131 | 242 | 238 | 113 | 197 | 207 |
| ELECTRONIC DEVICE - ISS | 3 | 1 | 0 | 3 | 1 | 0 |
| SATURDAY SCHOOL-ISS | 1 | 117 | 131 | 1 | 98 | 116 |
| OTHER | 2 | 3 | 13 | 2 | 3 | 11 |
| MONTHLY TOTAL ISS SUSPENSIONS | 289 | 580 | 651 | 256 | 462 | 555 |

| OUT OF SCHOOL SUSPENSION | 2016 | 2017 | 2018 | 2016 | 2017 | 2018 |
|--------------------------------------|------------|-----------|-----------|------------|-----------|-----------|
| | OCC | OCC | OCC | STD | STD | STD |
| DISOBEDIENCE/DISRESPECT-OSS | 19 | 14 | 30 | 17 | 14 | 30 |
| DISOBEDIENCE/TARDY-OSS | 4 | 0 | 0 | 4 | 0 | 0 |
| DISOBEDIENCE/TRUANCY-OSS | 3 | 2 | 0 | 3 | 2 | 0 |
| ELECTRONIC DEVICE - OSS | 0 | 0 | 0 | 0 | 0 | 0 |
| FIGHTING-OSS | 10 | 26 | 29 | 10 | 26 | 28 |
| GANG REPRESENTATION/WEAPONS-OSS | 2 | 1 | 8 | 2 | 1 | 8 |
| ILLEGAL ACT/U.I. ALCOHOL-OSS | 6 | 5 | 1 | 6 | 5 | 1 |
| ILLEGAL ACT/U.I. MARIJUANA-OSS | 4 | 16 | 17 | 4 | 16 | 17 |
| SATURDAY SCHOOL-OSS | 58 | 0 | 0 | 57 | 0 | 0 |
| THEFT-OSS | 2 | 0 | 2 | 2 | 0 | 2 |
| OTHER | 6 | 4 | 3 | 6 | 4 | 3 |
| MONTHLY TOTAL OSS SUSPENSIONS | 114 | 68 | 90 | 111 | 68 | 89 |

Yearly Discipline Numbers–Aug thru Apr
ISS – Three Year Comparison



Yearly Discipline Numbers–Aug thru Apr
OSS – Three Year Comparison



*Student totals by year contain duplicates between months. August to June Graphs are adjusted at EOY to remove duplicates.

Community High School District 94
West Chicago, IL 60185
Education/Programs Committee Meeting

Minutes of the Education Committee meeting held on April 25, 2018 at 5:30 p.m. at West Chicago Community High School, Counseling Conference room. Minutes recorded by Dr. Cheng

Call to order: The meeting was called to order at 5:36 p.m.

1. Roll Call:

Education Committee members present: Renee Yackey, Doug Domeracki – ex officio, Moses Cheng

Education Committee members absent: Susan Gillespie, Kathe Doremus – Board Vice President, Gary Saake – Board President, ex officio

2. Public comment:

None

3. Review of IASB draft policies related to Section 6 - Instruction.

Committee reviewed IASB draft policies related to Section 6–Instruction, and current district policy series 1000, 4000, 7000, and 8000 where applicable.

Kathe Doremus entered the meeting at 5:43 p.m.

4. Comments from committee for revisions of IASB policies in Section 6 – Instruction

Committee agreed to make the following recommendations regarding IASB draft policies Section 6–Instruction. These recommendations will be forwarded to the Board of Education’s Policy Committee for consideration.

| <u>Policy Number</u> | <u>Recommendation</u> |
|----------------------|------------------------------------------------------------|
| 6:10 | Adopt IASB |
| 6:15 | Adopt IASB |
| 6:20 | Adopt IASB with changes made to align with 105 ILCS 5/24-2 |
| 6:30 | Do not adopt |
| 6:40 | Adopt IASB with page 2 deleted |
| 6:50 | Do not adopt |
| 6:60 | Adopt IASB |
| 6:65 | Adopt IASB |
| 6:70 | Adopt IASB and include current board policy 7501 |
| 6:80 | Do not adopt |
| 6:100 | Adopt IASB |
| 6:110 | Adopt IASB |
| 6:120 | Do not adopt |
| 6:140 | Adopt IASB |
| 6:145 | Do not adopt |
| 6:150 | Adopt IASB |
| 6:160 | Adopt IASB |
| 6:170 | Do not adopt |
| 6:185 | Do not adopt |
| 6:190 | Do not adopt |
| 6:210 | Do not adopt |
| 6:220 | Do not adopt |
| 6:230 | Do not adopt |
| 6:235 | Do not adopt |
| 6:240 | Do not adopt |

| | |
|-------|-----------------------------------------------------------|
| 6:250 | Adopt IASB |
| 6:255 | Do not adopt |
| 6:260 | Do not adopt but update current board policy 7202 |
| 6:270 | Do not adopt |
| 6:280 | Do not adopt |
| 6:290 | Do not adopt |
| 6:300 | Do not adopt |
| 6:310 | Adopt and include current board policies 7305, 7404, 8106 |
| 6:320 | Adopt IASB |
| 6:330 | Do not adopt |
| 6:340 | Do not adopt |

5. Review of IASB draft policies related to Section 7 - Students.

Committee reviewed IASB draft policies related to Section 7—Students, and current district policy series 1000, 4000, 7000, 8000, and 9000 where applicable.

6. Comments from committee for revisions of IASB policies in Section 7 – Students

Committee agreed to make the following recommendations regarding IASB draft policies Section 7—Students. These recommendations will be forwarded to the Board of Education’s Policy Committee for consideration.

| Policy Number | Recommendation |
|---------------|----------------|
| 7:10 | Adopt IASB |
| 7:10-E | Do not adopt |
| 7:15 | Adopt IASB |
| 7:20 | Do not adopt |
| 7:30 | Do not adopt |
| 7:40 | Do not adopt |
| 7:50 | Do not adopt |
| 7:60 | Do not adopt |
| 7:70 | Do not adopt |
| 7:80 | Do not adopt |
| 7:90 | Do not adopt |
| 7:100 | Do not adopt |
| 7:130 | Do not adopt |
| 7:140 | Do not adopt |
| 7:150 | Do not adopt |
| 7:160 | Adopt IASB |
| 7:170 | Do not adopt |
| 7:180 | Adopt IASB |
| 7:185 | Adopt IASB |
| 7:190 | Do not adopt |
| 7:200 | Do not adopt |
| 7:210 | Do not adopt |
| 7:220 | Do not adopt |
| 7:230 | Do not adopt |
| 7:240 | Do not adopt |
| 7:250 | Adopt IASB |
| 7:260 | Do not adopt |
| 7:270 | Do not adopt |
| 7:275 | Do not adopt |
| 7:280 | Do not adopt |
| 7:285 | Do not adopt |
| 7:290 | Adopt IASB |
| 7:300 | Do not adopt |

| | |
|-------|--------------|
| 7:305 | Do not adopt |
| 7:315 | Adopt IASB |
| 7:325 | Do not adopt |
| 7:330 | Do not adopt |
| 7:340 | Do not adopt |

7. Adjournment

Ms. Yackey made the motion to adjourn. Ms. Doremus seconded the motion. The meeting was adjourned at 6:43 p.m. by unanimous voice vote.

DRAFT

Community High School District 94
West Chicago, IL 60185
Facility Committee Meeting

Minutes of the Facility Committee meeting held on May 8, 2018 at 6:30 p.m. at West Chicago Community High School, Room 121. Minutes recorded by Dave Blatchley.

Call to order: The meeting was called to order at 6:31 p.m

1. Roll call:

Facility Committee members present: Rich Nagel, Gary Saake, Ruben Campos, Doug Domeracki, Gordon Cole

Facility Committee members absent: none

Others present: Susan Gillespie, Dave Blatchley, Lance Tritsch (Pepper Construction), Bill Templin (DLA), Peter Pontarelli (DLA)

2. Public Comment – none

3. ADA at the District Administrative Center

- a. Reviewed ADA compliance and cost estimate handout outlining work required to bring the District Office into ADA compliance.
- b. Discussed the need to verify the door opening force of the front door, and make adjustments if needed.
- c. The work (painting, signs, removal of inside door, and vanity in women's bathroom) will be performed over the summer using District staff.

4. Concept Plan Review

- a. DLA presented schematic floor design
- b. Reviewed key work areas of 1st, 2nd, and 3rd floor
- c. Pepper reviewed executive summary handout

Ms. Gillespie, Mr. Tritsch, Mr. Templin, and Mr. Pontarelli left the meeting at 8:19 pm

5. Review of IASB policy handouts compared to current policies

6. Requested committee members to review current policies compared to new policies for further analysis and discussion, and provide feedback to Mr. Cole.

7. Adjournment

Mr. Saake made the motion to adjourn. Mr. Campos seconded the motion. The meeting was adjourned at 8:37 p.m.

COMMUNITY HIGH SCHOOL DISTRICT 94

District Administrative Center

ADA Compliance

| | Time and Material | Total |
|---|----------------------------------------|---------------------------|
| 1 | Paint handicap lines in parking lot | |
| | a. Paint | \$78.33/5 Gallons \$78.33 |
| | b. Labor | 4 hours at \$28 per \$112 |
| 2 | Install handicap sign in parking lot | |
| | a. Signage | 2@ \$200 \$400 |
| | b. Labor to install | 2 hours at \$28 per \$56 |
| 3 | Remove inside door and frame | |
| | a. Labor | 2 hours at \$28 per \$56 |
| 4 | Remove vanity in women's bathroom | |
| | a. Labor | 2 hours at \$28 per \$56 |
| 5 | Install new vanity in women's bathroom | |
| | a. New pipes and fittings | 1 hour at \$28 per \$28 |
| | b. Labor | 3 hours at \$28 per \$84 |
| | c. ADA wall mounted bathroom sink | NC \$0 |
| 6 | Entryway electric heater | |
| | a. Labor | 4 hour at \$28 per \$112 |
| | c. Heater | 1 at \$450 \$450 |
| | | <u>\$1,432.33</u> |

| Current | | |
|----------------|----------------------------------------------------|--------------------------------------------------------------------------------------------|
| 5001 | Goals and Objectives | 4:150 |
| 5002 | Facilities Planning | 4:150 |
| 5003 | Facility Consultants | 4:150 |
| 5004 | Naming Facilities | Not included - could be part of 4:150 |
| 5005 | Building and Facility Safety | Partial 4:170 |
| 5006 | Maintenance Repair of Buildings and Equipment | 4:150 |
| 5007 | Accident Prevention and Safety Procedures | 4:150 and 4:170 |
| 5008 | Use of School Equipment | not included |
| 5009 | Inventories | not included - required by insurance every 10 years and annually reviewed as part of audit |
| 5010 | Emergency Drills | 4:170 |
| 5011 | Vandalism | not included - 4:170 |
| 5012 | Insurance Management - Property | 4:100 - Insurance Management |
| 5013 | Leasing and Rental | Should be stand alone adopted by Board similar to fees |
| 5013P | Leasing and Rental - Rules and Regulations | Should be stand alone adopted by Board similar to fees |
| 5014 | Pesticide and Herbicide Use | 4:160 |
| 5014P | Pesticide and Herbicide Use | 4:160 |
| 5015 | Energy and Resource Management Conservation Policy | 4:150 |
| ~ | | |
| New | | |
| 4:150 | Facility Management and Building Programs | |
| 4:160 | Environmental Quality of Buildings and Grounds | |
| 4:170 | Safety | |

**COMMUNITY HIGH SCHOOL DISTRICT 94
BOARD OF EDUCATION POLICY MANUAL
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- 4:15 Identity Protection
- 4:20 Fund Balances
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- 4:110 Transportation
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- 4:160 Environmental Quality of Buildings and Grounds

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- 4:170 Safety
- 4:175 Convicted Child Sex Offender; Screening; Notifications
- 4:180 Pandemic Preparedness

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

Operational Services

Facility Management and Building Programs

The Superintendent shall manage the District's facilities and grounds as well as facility construction and building programs in accordance with the law, the standards set forth in this policy, and other applicable Board of Education policies. The Superintendent or designee shall facilitate: (1) inspections of schools by the Regional Superintendent and State Fire Marshal or designee, and (2) review of plans and specifications for future construction or alterations of a school if requested by the relevant municipality, county (if applicable), or fire protection district.

Standards for Managing Buildings and Grounds

All District buildings and grounds shall be adequately maintained in order to provide an appropriate, safe, and energy efficient physical environment for learning and teaching. The Superintendent or designee shall provide the Board with periodic reports on maintenance data and projected maintenance needs that include cost analysis. This policy is not intended to discourage efforts to improve the appearance of buildings or grounds that are consistent with the designated use of those buildings and grounds.

Standards for Green Cleaning

For each District school with 50 or more students, the Superintendent or designee shall establish and supervise a green cleaning program that complies with the guidelines established by the Illinois Green Government Coordinating Council.

Standards for Facility Construction and Building Programs

As appropriate, the Board will authorize a comprehensive study to determine the need for facility construction and expansion. On an annual basis, the Superintendent or designee shall provide the Board with projected facility needs, enrollment trends, and other data impacting facility use. Board approval is needed for all new facility construction and expansion.

When making decisions pertaining to design and construction of school facilities, the Board will confer with members of the staff and community, the Illinois State Board of Education, and educational and architectural consultants, as it deems appropriate. The Board's facility goals are to:

1. Integrate facilities planning with other aspects of planning and goal-setting.
2. Base educational specifications for school buildings on identifiable student needs.
3. Design buildings for sufficient flexibility to permit new or modified programs.
4. Design buildings for maximum potential for community use.
5. Meet or exceed all safety requirements.
6. Meet requirements on the accessibility of school facilities to disabled persons as specified in State and federal law.
7. Provide for low maintenance costs, energy efficiency, and minimal environmental impact.

LEGAL REF.: 42 U.S.C. §12101 et seq., Americans with Disabilities Act of 1990, implemented by 28 C.F.R. Parts 35 and 36.
20 ILCS 3130/, Green Buildings Act.
105 ILCS 5/2-3.12, 5/10-20.49, 5/10-22.36, 5/10-20.60 (P.A. 100-163, final citation pending), and 5/17-2.11.
105 ILCS 140/, Green Cleaning Schools Act.
105 ILCS 230/, School Construction Law.
410 ILCS 25/, Environmental Barriers Act.
820 ILCS 130/, Prevailing Wage Act.
23 Ill.Admin.Code Part 151, School Construction Program; Part 180, Health/Life Safety Code for Public Schools; and Part 2800, Green Cleaning for Elementary and Secondary Schools.
71 Ill.Admin.Code Part 400, Ill. Accessibility Code.

CROSS REF.: 2:150 (Committees), 2:170 (Procurement of Architectural, Engineering, and Land Surveying Services), 4:60 (Purchases and Contracts), 8:70 (Accommodating Individuals with Disabilities)

ADOPTED:

DRAFT

Operational Services

Environmental Quality of Buildings and Grounds

The Superintendent shall take all reasonable measures to protect: (1) the safety of District personnel, students, and visitors on District premises from risks associated with hazardous materials and (2) the environmental quality of the District's buildings and grounds. Before pesticides are used on District premises, the Superintendent or designee shall notify employees and parents/guardians of students as required by the Structural Pest Control Act, 225 ILCS 235/, and the Lawn Care Products Application and Notice Act, 415 ILCS 65/.

The Superintendent shall notify all employees who must be offered, according to State or federal law, District-paid hepatitis B vaccine and vaccination.

LEGAL REF.: 29 C.F.R. §1910.1030, Occupational Exposure to Bloodborne Pathogens, as adopted by the Illinois Department of Labor, 56 Ill.Admin.Code §350.300(c).
29 C.F.R. §1910.1200, Occupational Safety and Health Administration Hazard Communication Standards, as adopted by 820 ILCS 255/1.5, Toxic Substances Disclosure to Employees Act.
20 ILCS 3130/, Green Buildings Act.
105 ILCS 5/10-20.17a; 5/10-20.48; 135/; and 140/, Green Cleaning School Act.
225 ILCS 235/, Structural Pest Control Act.
415 ILCS 65/, Lawn Care Products Application and Notice Act.
820 ILCS 255/, Toxic Substances Disclosure to Employees Act. (*inoperative*)
23 Ill.Admin.Code §1.330, Toxic Materials Training.

CROSS REF.: 4:150 (Facility Management and Building Programs), 4:170 (Safety)

ADOPTED:

Operational Services

Safety

Safety and Security

All District operations, including the education program, shall be conducted in a manner that will promote the safety and security of everyone on District property or at a District event. The Superintendent or designee shall develop, implement, and maintain a comprehensive safety and security plan that includes, without limitation:

1. An emergency operations and crisis response plan(s) addressing prevention, preparation, response, and recovery for each school;
2. Provisions for a coordinated effort with local law enforcement and fire officials, emergency medical services personnel, and the Board Attorney;
3. A school safety drill plan;
4. Instruction in safe bus riding practices; and
5. A clear, rapid, factual, and coordinated system of internal and external communication.

In the event of an emergency that threatens the safety of any person or property, students and staff are encouraged to follow the best practices discussed for their building regarding the use of any available cellular telephones.

School Safety Drill Plan

During every academic year, each school building that houses school children shall conduct, at a minimum, each of the following in accordance with the School Safety Drill Act (105 ILCS 128/):

1. Three school evacuation drills to address and prepare students and school personnel for fire incidents. One of these three drills shall require the participation of the local fire department or district.
2. One bus evacuation drill.
3. One severe weather and shelter-in-place drill to address and prepare students and school personnel for possible tornado incidents.
4. One law enforcement drill to address a school shooting incident.

Automated External Defibrillator (AED)

The Superintendent or designee shall implement a written plan for responding to medical emergencies at the District's physical fitness facilities in accordance with the Fitness Facility Medical Emergency Preparedness Annual Review

The Board or its designee will annually review each school building's emergency operations and crisis response plan(s), protocols, and procedures, as well as each building's compliance with the school safety drill plan. This annual review shall be in accordance with the School Safety Drill Act (105 ILCS 128/) and the Joint Rules of the Office of the State Fire Marshal and the Illinois State Board of Education (29 Ill.Admin.Code Part 1500).

Carbon Monoxide Alarms

The Superintendent or designee shall implement a plan with the District's local fire officials to:

1. Determine which school buildings to equip with approved *carbon monoxide alarms* or *carbon monoxide detectors*,
2. Locate the required carbon monoxide alarms or carbon monoxide detectors within 20 feet of a carbon monoxide emitting device, and
3. Incorporate carbon monoxide alarm or detector activation procedures into each school building that requires a carbon monoxide alarm or detector. The Superintendent or designee shall ensure each school building annually reviews these procedures.

Soccer Goal Safety

The Superintendent or designee shall implement the Movable Soccer Goal Safety Act in accordance with the guidance published by the IDPH. Implementation of the Act shall be directed toward improving the safety of movable soccer goals by requiring that they be properly anchored.

Unsafe School Choice Option

The unsafe school choice option provided in State law permits students to transfer to another school within the district in certain situations. This transfer option is unavailable in this District because the District has only one school or attendance center. A student who would otherwise have qualified for the choice option, or such a student's parent/guardian, may request special accommodations from the Superintendent or designee.

Lead Testing in Water

The Superintendent or designee shall implement testing for lead in each source of drinking water in school buildings in accordance with the Illinois Plumbing License Law and guidance published by the IDPH. The Superintendent or designee shall notify parent(s)/guardian(s) about the sampling results from their children's respective school buildings.

Emergency Closing

The Superintendent is authorized to close school(s) in the event of hazardous weather or other emergency that threatens the safety of students, staff members, or school property.

LEGAL REF.: 105 ILCS 5/10-20.2, 5/10-20.56, 5/18-12, and 5/18-12.5.
 105 ILCS 128/, School Safety Drill Act, implemented by 29 Ill.Admin.Code Part 1500.
 210 ILCS 74/, Physical Fitness Facility Medical Emergency Preparedness Act.
 225 ILCS 320/35.5, Ill. Plumbing License Law.

CROSS REF.: 4:110 (Transportation), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 4:180 (Pandemic Preparedness), 5:30 (Hiring Process and Criteria), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:

5000 FACILITIES PLANNING/MANAGEMENT

5001 Goals and Objectives

The Board of Education looks upon the non-instructional operations of the district as essential to its central function, which is education. School business and support operations will be designed to support a good educational program.

The Board of Education expects all departments to set high standards for their operations and support the efforts of teachers to provide good instruction. It is the intention of the Board to:

- ensure the proper operation and maintenance of the district's buildings, grounds, vehicles, equipment and services.
- set high standards of safety.
- promote the health of students, staff and visitors.
- reflect the aspirations of the community.
- support environmentally the efforts of staff to provide good instruction.
- encourage, through the Superintendent and staff, the establishment of efficient and businesslike procedures for the management of buildings and grounds, offices, vehicles, equipment, and supplies.
- encourage the establishment of a thorough, effective, and economical maintenance program, including preventive maintenance, that will maximize the useful life of school property, vehicles, buildings, grounds, and equipment.
- encourage adherence to generally accepted management principles, and require adherence to applicable laws and regulations when establishing policies and regulations in these areas.
- Conduct such inspections of the grounds and facility as are required by the Regional Office of Education, insurance companies, district policy, and local codes.

Adopted: August 15, 2000

Revised:

Replaces:

Reference:

5002 Facilities Planning

The district will, on an as-needed basis, conduct appropriate reviews and studies of facility needs. If necessary, professional assistance may be sought.

Criteria considered in such reviews shall include, but not be limited to, the following:

- the extent of use of existing facilities;
- present and projected student enrollment;
- the educational goals and instructional programs of the district;
- the degree of non-school or shared use of the facilities;
- compliance with Federal, State, and local laws, codes, regulations and decisions;
- the age, condition and educational appropriateness of facilities;
- economic conditions, housing starts, birth rates, population growth and other relevant demographic data in the district;
- access to support services;
- available resources.

Adopted: August 15, 2000

Revised:

Replaces:

Reference:

5003 Facility Consultants

It will be the policy of the district that consultants and other appropriate resource personnel from state agencies, colleges, universities, planning laboratories, and consulting firms may be used to augment district personnel when needed and authorized by the Superintendent of schools and the Board of Education. The complexity of providing physical facilities which support a quality educational program makes the utilization of such consultants desirable and beneficial.

Adopted: August 15, 2000

Revised:

Replaces:

Reference:

5004 Naming Facilities

The Board of Education chooses not to name a building or facility after individuals who have made contributions or provided service to the district. It will, however, encourage recognition of individuals in the form of suitable plaques, memorials, establishment of scholarships, purchase of library books or other appropriate commemorations.

When a facility related memorial is to be recommended, the Superintendent will authorize the formation of a committee of administrators, citizens, students and staff members to consider the recommendation.

When a building or facility-related memorial is to be named, the Superintendent will authorize a recommended name to be submitted by the committee to the Board of Education for its formal action:

Adopted: August 15, 2000
Revised:
Replaces:
Reference:

5005 Building and Facility Safety

The program of building and facility safety shall be administered by the Custodial Department in conjunction with the Principal.

Possession of keys shall be in accordance with the following principles:

1. A log of key assignments shall be maintained in the Registrar's office.
2. Duplicate/spare keys shall be maintained in a key file/secure box.
3. Individuals assigned keys may not duplicate or loan keys.
4. All keys must be surrendered when there is no longer a need. The Principal, or his or her designee, shall be responsible to collect all keys at the end of the school year. Athletic coaches shall return keys to the Principal, or his or her designee, within two (2) weeks after the close of the season.
5. Loss of keys must be reported to the Custodial Department and Registrar. Irresponsible use of keys may result in loss of key privileges.
6. Keys should not be loaned to students for any uses.

To ensure the safety of students, employees, visitors, patrons and all others having business with the school district, the following steps shall be taken:

1. All driveway entrances and outside doors shall be posted with any required legal notices.
2. Building administrators shall arrange with the Custodial Department to develop a schedule and procedure for the locking and unlocking of doors.
3. Building administrators shall communicate which doors have been designated to remain open to students, parents, staff and other community members who have need to know.
4. A sign-in and out log shall be maintained in the district's main office and doors.
5. Security personnel shall monitor the building throughout the day under direction of building administration.
6. Badges shall be required for staff, students, and visitors.

Adopted: August 15, 2000
Revised:
Replaces:
Reference:

5006 Maintenance Repair of Buildings and Equipment

The purpose of all property owned by the district is to enhance the educational opportunities available to the district's students. District employees are charged with maintaining such property in a safe and usable condition.

All maintenance and repair of buildings and equipment shall be done through the regular channels outlined by the Custodial Department and approved by the Superintendent.

In cases of emergency, prompt repair shall be made to prevent serious and immediate danger to life, health, safety, or property. In such cases, the person in charge of the building or property involved shall provide for the needed repair service, and promptly report such action to the Custodial Department.

Schedules shall be developed to provide for the periodic regular painting and maintenance of district property.

The district shall maintain the grounds around the school building in a neat, proper, and sanitary condition.

Defacing, destroying or diminishing furniture, books, supplies, equipment, or any aspect of the facility by students will not be tolerated. These offenses must be reported immediately to the office of the Principal.

The Board encourages cooperation between students, citizens, staff, and police to report acts of vandalism and the names, if known, of those responsible.

Students who willfully or maliciously destroy school property through vandalism or arson or who create a hazard to the safety of others on school property may be referred to law enforcement authorities. In addition, students, visitors, and others caught vandalizing school property or otherwise responsible for it, may be suspended or expelled.

Adopted: August 15, 2000
 Revised:
 Replaces:
 Reference:
 Cf: Series 8000 - Students, Paragraph #8001 - Student Suspension & Expulsion Procedures
 Series 9000 – Relations with Parents and Other Citizens/Committees;
 ¶9105/9105P – Police Interrogations and Investigations

5007 Accident Prevention and Safety Procedures

Precautions to protect the safety of all students, employees, visitors, and others present on district property or at school-sponsored events will be taken to guard against accidents.

The Board of Education recommends that staff members adhere to all recommended safety practices. It will be the responsibility of the Superintendent to see that appropriate staff members are kept informed of current Federal, state and local requirements relating to fire prevention, civil defense, sanitation, public health, and occupational safety.

Teachers and other district-appointed personnel will recognize and be particularly observant of conditions that affect the health and safety of students while on school property, or in any other areas where students work or play. Teachers and other

district-appointed personnel will take precautions to protect students and other personnel from accident, injury, or health hazards, and will concern themselves with health and safety instruction as may be appropriate and necessary for the welfare of students and other personnel. Teachers also are expected to make written reports to the Principal of any health or safety hazard that is beyond their power or control.

Accurate and prompt accident reporting is essential if similar accidents are to be prevented from happening again. If there are injuries or damage, prompt reports also are vital in assuring the district, staff, students, visitors, and others of proper insurance coverage.

Therefore, the District requires that an accident report be filed for every accident that occurs on school property, or that involves a school vehicle, students or staff on school-sponsored trips, or staff members on authorized school business trips. Such accident reports are required whether or not there is an injury or damage immediately evident.

For accidents involving students, all district-appointed staff responsible for the student when the accident occurred will file an accident report with the Principal on the same day. Such staff also will report promptly to the Principal any accidents occurring off school grounds or involving school vehicles, to be filed in accordance with procedures developed by the Superintendent.

Accident report forms will be designed and made available in the district offices.

Adopted: August 15, 2000

Revised:

Replaces: EBB – Accident & Safety Procedures, EBB- R – Rules and Regulations related thereto; EBB(a) – Safety Program, EBB(a) – R - Rules and Regulations related thereto; EBB(b) – Swimming Pool Safety; EBB(b) – R – Rules and Regulations related thereto.

Reference:

5008 Use of School Equipment

The use of school equipment, other than ordinary school functions, shall not be assumed to be part of the rental contract for school facilities.

In no case shall school equipment be moved from the building, for non-school activities either on a loan or rental basis, except to members of the staff for educational purposes and classroom use. Staff members shall obtain permission from the Principal before equipment is removed from the building. The Principal will only

approve a request when the use of such equipment is related to the program of instruction.

At the discretion of the Superintendent or his/her designee, school equipment may be used on school property by outside groups or individuals for approved recreational and/or instructional purposes. Use of school equipment off of school property requires Board approval.

All equipment obtained from Federal programs with Federal funds must be appropriately marked; e.g., "Title I – 1993."

Serial numbers of all machines and equipment must be on file in the Principal's office and in the Business Office.

Adopted: August 15, 2000
Revised:
Replaces:
Reference:

5009 Inventories

A complete physical inventory and appraisal of buildings and capital equipment shall be completed every five (5) years by a recognized appraisal firm or as required by insurance companies or law.

Adopted: August 15, 2000
Revised:
Replaces: DIC - Inventories
Reference:

5010 Emergency Drills

The Principal or his/her designee shall be responsible for:

1. Developing and implementing procedures and regulations designed to facilitate the prompt and safe movement of students and staff to the safest practicable location in the event of a fire, tornado, or other emergency.
2. Conducting a series of building and school bus emergency evacuation drills designed to insure the efficient implementation of the procedures and regulations developed pursuant to paragraph 1 above.

3. Filing a written report with the Superintendent regarding each emergency evacuation drill conducted.

4. Reporting to police and fire departments as needed and required.

Adopted: August 15, 2000

Revised:

Replaces: EBBC – Emergency Drills

Reference:

5011 Vandalism

The district's buildings and their contents constitute a major investment on the part of the taxpayers of Community High School District 94. Therefore, it is in the best interests of the district's students and taxpayers to protect that investment from acts of vandalism.

To that end, the Board urges each student and resident of the district to report any act of vandalism to school property of which s/he has knowledge to the Superintendent or Principal or to the West Chicago Police Department. Each employee shall report to the Principal or his/her designee any act of vandalism to school property of which s/he has knowledge, including the names of the perpetrators, if known.

A perpetrator of an act of vandalism to school property shall be held responsible for the full cost of restoring the vandalized property to its original condition. In the event that the perpetrator is a minor, his/her parents or guardians will be held responsible by the District. The Superintendent or his/her designee is authorized by the Board to file a civil suit to recover the cost of repairs or replacement in the event that a perpetrator of an act of vandalism to school property refuses the district's request that s/he reimburse the district for the cost of such repairs or replacement.

The Superintendent or his/her designee is authorized to sign a criminal complaint and to press charges against the perpetrator of an act of vandalism to District 94 property.

Adopted: August 15, 2000

Revised:

Replaces: EBCA - Vandalism

Reference:

5012 Insurance Management – Property

The Board of Education shall maintain multi-peril insurance on the district's buildings and their contents sufficient to protect the district against substantial loss due to fire, floor, theft, vandalism and other perils normally included in such insurance coverage. The value of the district's buildings and contents shall be reviewed annually, and the amount of multi-peril insurance coverage shall be adjusted accordingly.

The Board shall maintain comprehensive and collision automobile insurance on all on-the-road motor vehicles owned by the district.

Adopted: August 15, 2000

Revised:

Replaces: EGC – Insurance Management – Property

Reference:

5013 Leasing and Renting

It shall be the policy of Community High School District 94 to make its facilities available, at reasonable charges, for use by local non-profit civic and service groups for the purpose of providing cultural, recreational, informational, and educational opportunities for the District 94 community. Four user classifications shall be defined in 5013-P, which follows this Policy.

Only usage which is in conformance with the *Illinois School Code* and which can be arranged without interfering with any school function, the safety of students or staff, or the regular school program, and without affecting the property or liability of the District will be permitted.

No District 94 facility may be used for private profit or private advantage, directly or indirectly.

Since it is the policy of the Board to encourage parental interest and participation in school programs, the Superintendent or designee is authorized to grant the use of appropriate facilities without rental charge, except for out-of-pocket expenses incurred by District 94, to school-affiliated organizations such as booster clubs and parent-teacher associations.

In order to encourage and facilitate community use of District facilities for recreational and educational purposes on a continuing basis, the Superintendent or designee shall be authorized to grant the use of appropriate facilities without rental charge, except for out-of-pocket expenses incurred by District 94, to park districts located within the boundaries of District 94, provided that the park district programs offered in District 94 facilities are available to all residents of District 94 on an equal basis.

The Superintendent or designee is authorized to grant the use of facilities without rental charge to an elementary school district located within the boundaries of District 94 for programs or activities related to the basic educational programs of the elementary school district. An elementary district that uses District 94 facilities for an activity that has fundraising as an objective shall be required to pay the actual costs incurred by the district.

A set of regulations to implement this policy shall be developed and shall include, but not be limited to:

1. A procedure for processing requests to use District 94 facilities.
2. A fee shall be charged for the use of school facilities pursuant to fee schedules that shall be approved from time to time by the School Board. Fee schedules shall be based on the District's reasonable costs of making the requested facility available, and shall take into account such matters as utilities, use of District personal property (e.g., tables, chairs, office supplies, etc.); requested or required set-up and tear-down by the District personnel; clean-up by District personnel; use of audio, visual, lighting, multi-media, computer and/or similar systems; the cost to repair or replace any District property that may be damaged as a result of an accepted use; and such other matters as may be determined by the Board.
3. A procedure for insuring District 94 is adequately protected from liabilities that could result from usage of its facilities.
4. Provisions for insuring that adequate supervision is provided.
5. Reasonable curfews designed to protect the District's neighbors and provide adequate time for cleaning and maintenance.
6. Such rules regarding smoking, safety, equipment usage, the sale and/or consumption of food and other matters as may be necessary to protect the interests of District 94 and those who use its facilities.

Adopted: December 18, 2007

Revised: March 20, 2001, July 16, 2001, September 4, 2007

Replaces: 5013 Leasing – Rules and Regulations (Adopted March 20, 2001)

Reference: *See also* ¶5013P Leasing and Renting – Rules and Regulations; ¶9400 – Use of Facilities/Equipment

5013P Leasing and Renting – Rules and Regulations

1. Classifications – Individuals and organizations requesting the use of building facilities shall be classified as follows:

| Classification | Costs When no Admission Fee is Charged | Costs When Admission Fee is Charged |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|
| A. Official school-sponsored activities and organizations conducting activities to directly support District 94. (Education Foundation, Boosters, Athletic Conference Meetings, etc.) | None | None |
| B. Organizations and/or Government units serving the District which offer an equitable exchange of services and/or facilities and are supported by local taxes. (Park District, Police and Fire, Federal Agencies, etc.) | Personnel | Personnel and 20% of Standard Rental Rate |
| C. Non-profit, social, civic, religious, educational, and/or athletic organizations primarily serving District residents and whose purposes in some degree parallel those of District 94. (i.e. Feeder Groups not directly sponsored by the park district) | Personnel, Equipment, and 20% of Standard Rental Rate | Personnel, Equipment, and 50% of Standard Rental Rate |
| D. Any organization not included in the above. | Standard Rental Rate, Personnel, and Equipment Costs | Full Rental Rate +10%, Personnel, and Equipment Costs |

2. General Conditions – Organizations wishing to use District 94 facilities shall:

A. file a written and/or on-line request with the designated school official specifying the specific facilities requested and the time(s) and date(s) of the proposed use. All requests are subject to the availability of the facilities requested, and shall be granted on a first-come/first-serve basis, except that requests from feeder elementary school districts, park districts located within the boundaries of District 94 and school-affiliated organizations shall be given preference.

B. agree to indemnify, defend, and otherwise hold Community High School District 94 harmless for any violations of law by the organization, or any claims by any person, partnership, corporation, or association for injuries or damage to persons or property.

C. furnish a certificate of insurance (Public Liability, Property Damage, and any other insurance coverages required by applicable law) to guarantee payment of any claims for injuries or damage to persons or property that occur during, or arise from, use of the premises by the renting organization. Said coverage shall insure the renting organization in an amount not less than \$100,000 for injuries to one person and \$300,000 for injuries to more than one person and \$25,000 for property damage, including damage to school property, or any amount of coverage required by applicable law. The certificate of insurance shall name the school district as an additional insured without limitation and with full coverage under the policy, and shall be furnished before the renting organization enters upon school facilities under the terms of the rental agreement. The insurance shall be with a company and in form satisfactory to the designated school official.

D. agree to pay for any damage to school property.

E. not permit the selling, giving, or drinking of any alcoholic beverage, or unlicensed or illegal gambling of any form on District premises. Eligible organizations within classifications A, B or C may conduct raffles, bingo, or charitable games (as defined by State law), provided that they have obtained all required licenses and permits, and have met all other requirements of applicable law for conducting same. "Charitable games" is currently defined by State law to mean "the 14 games of chance involving cards, dice, wheels, random selection of numbers, and gambling tickets which may be conducted at charitable games events listed as follows: roulette, blackjack, poker, pull tabs, craps, bang, beat the dealer, big six, gin rummy, five card stud poker, chuck-a-luck, keno, hold-em poker, and merchandise wheel." (230 ILCS 30/2)

F. not permit smoking in the District's buildings or on District grounds.

G. vacate the property by 11:00 p.m. on weekdays and Saturdays, and 6:00 p.m. on Sundays.

H. seek and receive prior approval from the designated school official for the sale of concessions or any other commodity.

I. reach an agreement with school officials prior to the date of use regarding the distribution of literature.

J. confine the attending group to the area rented by the organization.

K. provide supervision and security as deemed necessary by school officials.

L. strictly observe the time limits in the contract.

M. deposit a sum equal to the total fee including rental, personnel services and equipment, at least five (5) days in advance of use, except in the case of agreements for regular weekly use over a period of four or more weeks or at the discretion of the designated school official.

N. designate an official of the organization to be responsible for contract administration and prior arrangements and to assume responsibility for all decisions when the facilities are being used; said official to be a resident of District 94 and at least 21 years of age.

3. Schedule of Fees

All fees listed below include basic custodial support only if a custodian would normally be present and the support would not prevent the employee from completing their assigned duties. These fees also do not include a/v services, specialized lighting other than typical overhead lighting, and specialized equipment such as scoreboards, timers, computers, or monitors.

A. Facility Costs

| Facility | Class A | Class B | | Class C | | Class D | |
|---------------------------------------------------|---------|---------|---------|---------|----------|----------|----------|
| | | w/o Fee | w/ Fee | w/o Fee | w/ Fee | w/o Fee | w/ Fee |
| WEYRAUCH AUDITORIUM Capacity: 583 Seats | | | | | | | |
| 1 st Hour | \$- | \$- | \$39.00 | \$39.00 | \$97.50 | \$195.00 | \$214.50 |
| Each Additional Hour | \$- | \$- | \$15.00 | \$15.00 | \$37.50 | \$75.00 | \$82.50 |
| BISHOP GYM Capacity: 1,480 Seats (N) | | | | | | | |
| 1st Hour | \$- | \$- | \$40.00 | \$40.00 | \$100.00 | \$200.00 | \$220.00 |
| Each Additional Hour | \$- | \$- | \$15.00 | \$15.00 | \$37.50 | \$75.00 | \$82.50 |
| Additional Seating Capacity: 580 Seats (S) | | | | | | | |
| One time fee | \$- | \$- | \$17.00 | \$17.00 | \$42.50 | \$85.00 | \$93.50 |
| Scoreboard & PA Per Hour | \$- | \$- | \$5.00 | \$5.00 | \$12.50 | \$25.00 | \$27.50 |
| SMALL GYMNASIUM Capacity: 415 Seats | | | | | | | |
| 1 st Hour | \$- | \$- | \$30.00 | \$30.00 | \$75.00 | \$150.00 | \$165.00 |
| Each Additional Hour | \$- | \$- | \$12.00 | \$12.00 | \$30.00 | \$60.00 | \$66.00 |
| FIELDHOUSE (All 3 Sections) | | | | | | | |
| 1st Hour | \$- | \$- | \$30.00 | \$30.00 | \$75.00 | \$150.00 | \$165.00 |
| Each Additional Hour | \$- | \$- | \$18.00 | \$18.00 | \$45.00 | \$90.00 | \$99.00 |
| FIELDHOUSE (1 Section) | | | | | | | |

| Facility | Class A | Class B | | Class C | | Class D | |
|------------------------------------------------------------------------------------|-------------------------|---------|---------|---------|----------|----------|----------|
| | | w/o Fee | w/ Fee | w/o Fee | w/ Fee | w/o Fee | w/ Fee |
| 1st Hour | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| Each Additional Hour | \$- | \$- | \$6.00 | \$6.00 | \$15.00 | \$30.00 | \$33.00 |
| CAFETERIA (Dining Area Only) Capacity: 493 | | | | | | | |
| 1st Hour | \$- | \$- | \$20.00 | \$20.00 | \$50.00 | \$100.00 | \$110.00 |
| Each Additional Hour | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| STAFF DINING ROOM Capacity: 65 | | | | | | | |
| 1st Hour | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| Each Additional Hour | \$- | \$- | \$8.00 | \$8.00 | \$20.00 | \$40.00 | \$44.00 |
| CLASSROOM Capacity: 25 | | | | | | | |
| 1st Hour | \$- | \$- | \$8.00 | \$8.00 | \$20.00 | \$40.00 | \$44.00 |
| Each Additional Hour | \$- | \$- | \$7.00 | \$7.00 | \$17.50 | \$35.00 | \$38.50 |
| DOUBLE CLASSROOM Capacity: 60 | | | | | | | |
| 1st Hour | \$- | \$- | \$12.00 | \$12.00 | \$30.00 | \$60.00 | \$66.00 |
| Each Additional Hour | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| MEMORIAL STADIUM (Bleachers, Field & Track) Capacity: 3,000 | | | | | | | |
| 1st Hour | \$- | \$- | \$40.00 | \$40.00 | \$100.00 | \$200.00 | \$220.00 |
| Each Additional Hour | \$- | \$- | \$15.00 | \$15.00 | \$37.50 | \$75.00 | \$82.50 |
| Lights Per Hour | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| Scoreboard & PA Per Hour | \$- | \$- | \$5.00 | \$5.00 | \$12.50 | \$25.00 | \$27.50 |
| ADDITIONAL AREAS (Per Hour) | | | | | | | |
| Wrestling Room Capacity: 75 | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| Dance Studio 40 | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| Indoor Concession Stand | \$- | \$- | \$8.00 | \$8.00 | \$20.00 | \$40.00 | \$44.00 |
| Outdoor Concession Stand | \$- | \$- | \$12.00 | \$12.00 | \$30.00 | \$60.00 | \$66.00 |
| Locker Room (No Towels) | \$- | \$- | \$5.00 | \$5.00 | \$12.50 | \$25.00 | \$27.50 |
| FITNESS AREAS* SWIMMING POOL * | * See Separate Schedule | | | | | | |

B. Equipment Costs

| Equipment (Per Hour) | Class A | Class B | | Class C | | Class D | |
|------------------------|---------|---------|--------|---------|---------|---------|---------|
| | | w/o Fee | w/ Fee | w/o Fee | w/ Fee | w/o Fee | w/ Fee |
| Portable PA System | \$- | \$- | \$- | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| Standard PA System | \$- | \$- | \$- | \$20.00 | \$20.00 | \$20.00 | \$20.00 |
| Scoreboard & PA System | \$- | \$- | \$- | \$25.00 | \$25.00 | \$25.00 | \$25.00 |

| Equipment (Per Hour) | Class A | Class B | | Class C | | Class D | |
|---------------------------------|---------|---------|--------|---------|---------|---------|---------|
| | | w/o Fee | w/ Fee | w/o Fee | w/ Fee | w/o Fee | w/ Fee |
| Portable Scoreboard | \$- | \$- | \$- | \$15.00 | \$15.00 | \$15.00 | \$15.00 |
| Volleyball Standards (Each Set) | \$- | \$- | \$- | \$15.00 | \$15.00 | \$15.00 | \$15.00 |
| Hitting Tunnel | \$- | \$- | \$- | \$30.00 | \$30.00 | \$30.00 | \$30.00 |
| Award Stand | \$- | \$- | \$- | \$15.00 | \$15.00 | \$15.00 | \$15.00 |
| Choral Risers | \$- | \$- | \$- | \$75.00 | \$75.00 | \$75.00 | \$75.00 |
| Piano | \$- | \$- | \$- | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| Band Shell | \$- | \$- | \$- | \$75.00 | \$75.00 | \$75.00 | \$75.00 |
| CD Player | \$- | \$- | \$- | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| VCR/DVD | \$- | \$- | \$- | \$15.00 | \$15.00 | \$15.00 | \$15.00 |
| Podium and Microphone | \$- | \$- | \$- | \$20.00 | \$20.00 | \$20.00 | \$20.00 |
| Movie Screen and LCD Projector | \$- | \$- | \$- | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| Overhead Projector | \$- | \$- | \$- | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| Slide Projector | \$- | \$- | \$- | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| Portable Technology Cart | \$- | \$- | \$- | \$50.00 | \$50.00 | \$50.00 | \$50.00 |

C. Personnel Costs

| Personnel (Per Hour) | Class A | Class B | | Class C | | Class D | |
|------------------------|---------|----------|----------|----------|----------|----------|----------|
| | | w/o Fee | w/ Fee | w/o Fee | w/ Fee | w/o Fee | w/ Fee |
| Custodial Foreman | \$- | \$46.00 | \$46.00 | \$46.00 | \$46.00 | \$46.00 | \$46.00 |
| Custodian | \$- | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| Audiovisual Technician | \$- | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| Lighting Technician | \$- | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| Event Supervisor | \$- | \$42.00 | \$42.00 | \$42.00 | \$42.00 | \$42.00 | \$42.00 |
| A.F. Security | \$- | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 |
| Uniformed Officer | \$- | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 |
| EMS | \$- | \$120.00 | \$120.00 | \$120.00 | \$120.00 | \$120.00 | \$120.00 |

Personnel Costs are for the actual duration of the event.

If extended set-up or clean-up is required the party renting the facilities will be billed accordingly.

4. Facilities Use Agreement – A written agreement between the user and Community High School District 94 shall be executed prior to the date of use of District 94 facilities by any non-school group. Said agreement shall be on forms provided by the school district with one copy to be retained by the school district and one copy forwarded to the user.

Any area in which there could be a conflict of interest with regard to the lease of any portion of the building related to the current responsibility of an employee, the facilities use agreement must also be approved and signed by the Assistant Principal in charge of facilities and the Director of Business Services unless the conflict occurs with one of them — in which case approval and a

signature must also be obtained from the Superintendent. When an actual conflict of interest exists, the responsibility for scheduling that facility should be assigned to another administrator.

Adopted: December 18, 2007
Revised: March 20, 2001, July 16, 2001, September 4, 2007, June 21, 2016
Replaces: 5013 Leasing – Rules and Regulations (Adopted-July 16, 2001)
Reference: *See Also* ¶5013 – Renting and Leasing; ¶9400 – Use of Facilities/Equipment

5014 Pesticide and Herbicide Use

Due to increasing environmental and health concerns, the General Assembly has required schools to have an “Integrated Pest Management Program” which attempts to prevent infestations and regulates usage of pesticides and herbicides.

1. The maintenance staff of the district shall make every effort to inspect, identify, monitor, evaluate, and control vermin, pests, as well as their method of entry within our buildings. The Head Custodial Foreman shall serve as the District’s “Integrated Pest Management Coordinator” or (IPMC).
2. The District’s IPMC shall solicit and keep a list of parents, students, and staff members who wish to receive written notification prior to any application of pesticides to any school property, or herbicides on any school grounds. Such notification will take place a minimum of two (2) business days prior to the application of the pesticide or herbicide, and must include the name of the chemical sprayed, the intended date of application, and the name and telephone number of the IPMC. Notification may take place via letters, newsletters, bulletins or calendars – whichever is most convenient for the school district.
3. All pesticides/herbicides shall be stored in locations designated by the district’s IPMC. Only chemicals registered within the Illinois Department of Agriculture, as well as the U.S. Environmental Protection Agency may be approved, by the IPMC, for use.
4. Staff may report vermin infestations using regular request for maintenance forms.
5. The IPMC, or his/her designee, shall maintain a list of inspection, application, and extermination data in a central file.

6. The law does not require notification for use of antibacterial or antimicrobial agents, disinfectants, or deodorizers; nor insecticides such as ant, spider or bee spray; nor rodent/roach traps or baits.

Adopted: February 20, 2001

Revised:

Replaces:

Reference: 2215 ILCS 235/1, et seq., and 415 ILCS 65/1, et seq.

5014P Pesticides and Herbicide Use

1. Definitions

A. Pests –

Pests are populations of living organisms (animals, plants, or microorganisms) that interfere with the human purpose for the school site. All pests do not pose a danger or problem to people or property. Strategies for managing pest populations will be influenced by the pest species and the threat they pose to people, property or the environment.

B. Pest Management –

Pests will be managed to:

- reduce any potential human health hazard or to protect against a significant threat to public safety.
- prevent loss or damage to the school site or structures located on the school site.
- prevent pests from spreading in the community or to plant and animal populations beyond the school site.
- enhance the quality of life for students, staff, and others.
- Integrated Pest Management Procedures.

An Integrated Pest Management Program (“IPMP”) consists of a cycle of inspecting, identifying, monitoring, evaluating, and choosing the appropriate method of control. Routine inspection and accurate identification of pests are vital steps to ensure that control methods are effective. Once the pest has been identified and the source of its activity pinpointed, habitat modifications – primarily exclusion, repair and sanitation efforts – may greatly reduce the prevalence of the pest. Monitoring includes inspecting areas for pest evidence, entry points, food, water and harborage sites, and estimating pest population levels. The information gained through monitoring is evaluated to determine

whether the action threshold has been exceeded and what needs to be done in the way of prevention.

Integrated Pest Management (“IPM”) procedures will determine when to control pests and whether to use mechanical, physical, chemical, cultural or biological means. Applying IPM principles prevents unacceptable levels of pest activity and damage through the most economical means and with the least possible hazard to people, property and the environment.

It is the policy of Community High School District 94 to utilize IPM principles to adequately manage pest populations. Selected non-chemical pest management methods will be implemented whenever possible. The full range of alternatives, including no action, will be considered.

The choice of using a pesticide will be based on a review of all other available options and a determination that those options alone are not acceptable or not feasible. The least hazardous material will be chosen when it is determined that a pesticide must be used to meet important management goals. The application of such pesticides is subject to the *Federal Insecticide, Fungicide and Rodenticide Act* (7 USC 136 et seq.), district policies and procedures, U. S. Environmental Protection Agency (USEPA) regulations in 40 CFR, Occupational Safety and Health Administration regulations, and state and local regulators.

2. Integrated Pest Management Coordinator –

The district’s Head Custodial Foreman shall be the Integrated Pest Management Coordinator (“IPMC”). The IPMC’s duties include:

- ensuring periodic inspections are conducted.
- receiving and evaluating written reports of pests from staff members.
- formulating plans to eliminate pests that pose a danger to the health and safety of students and staff or may damage district buildings or grounds.
- considering applicator, student and staff safety, effectiveness, costs, potential liability and time commitment when determining actions to be taken.
- coordinating pesticide applications with activities conducted in district buildings so as to minimize exposure to students and staff.
- maintaining written records of inspections, reports of pests, actions taken to eliminate pests, and pesticide applications.

3. Inspections –

The most important component of the district's IPMP is the periodic comprehensive inspection of key areas. The inspection must be done at least monthly and shall be done more often if needed.

A. Inspections by Trained Staff –

Inspections must be conducted by trained staff members who:

- 1) know the life cycle and habits of the pests commonly found in district buildings or on district grounds.
- 2) know the signs of the pests that are most likely to be found in district buildings or on district grounds;
- 3) are familiar with how pests can enter district buildings; and
- 4) can identify or obtain an accurate identification of any specimen.

B. Inspections When No Trained Staff –

Inspections may also be conducted by a commercial pest control professional or a member of a local Board of Health.

C. Areas to be Inspected –

- kitchens and food storage areas
- cafeterias
- dumpsters and areas where refuse is stored
- rest rooms
- locker rooms, including lockers
- entrances and hallways
- student lockers
- rooms or areas located above and below infested areas
- boiler rooms
- large machinery
- employee lounges
- janitorial closets

4. Monitoring of Areas Susceptible to Pests –

A. Required Monitoring

Areas that are susceptible to pests, or where pests have been found in the past, shall be monitored. The IPMC shall assign staff to assist by monitoring

specific areas at specific intervals (See Appendix 1). The length of the intervals shall depend on whether the area is one that is highly susceptible to pests or whether there has been evidence of pests in the past. Monitoring can be done through visual inspections, spring traps, glue traps or other methods that trap pests.

B. Results of Monitoring Reported to IPMC

Each time a pest monitoring is conducted, the results shall be reported to the IPMC. The results of monitoring which is done on a frequent schedule, such as daily, may be reported on some specific schedule; i.e., weekly, every tenth inspection. All sightings of pests shall be reported on a Pest Sightings Report. The Report used by the district's exterminator can be used by district employees. All other sightings of any kind shall be reported in writing and shall identify the area inspected, and whether evidence of pests were sighted even if no pests were sighted or other relevant information discovered. The IPMC shall review monitoring reports and determine if further action is required.

5. Prevention of Pest Problems

Successful use of pest prevention measures will decrease the need to use pesticides. There are various ways that pest problems can be prevented, including improved sanitation, management of waste, addition of physical barriers and modification of habitats that attract or harbor pests. Any prevention methods that are used shall be documented on a Record of Pest Control Procedures sheet (see Appendix 2) so the methods can be evaluated. Pest prevention methods will include:

A. Entryways (doorways, overhead doors, windows, holes in exterior walls, openings around pipes, electrical fixtures or ducts).

- Keep doors shut when not in use.
- Place weather stripping on doors and maintain tight door thresholds.
- Caulk and seal openings in walls and seal utility cases.
- Install or repair screens.
- Install air curtains, when applicable.
- Keep vegetation, shrubs and wood mulch at least eighteen (18) inches away from structures.

B. Classrooms and Offices (classrooms, laboratories, administrative offices, auditoriums, gymnasiums and hallways).

- Allow food and beverages only in designated areas. If students are allowed to keep lunches in lockers, food shall never be left in lockers overnight.

- If indoor plants are present, keep them healthy. Occasionally, indoor plants may be a source of pests. When small insect infestations appear, remove them manually. If manual removal is not possible, use insecticidal soaps or insecticides that are not volatile. It may be necessary to move the plant to an unoccupied room for treatment.
- Keep areas as dry as possible by removing standing water, and water damaged or wet materials.
- In the science lab, store animal foods in tightly sealed containers and clean cages regularly. Remove dust and debris in all areas.
- Clean lockers and desks routinely. Check under desks for gum.
- Vacuum carpeted areas frequently.
- If students get head lice, consult your local health department and have their parents contact a physician. Discourage students from exchanging hats or caps at school.

C. Food Preparation and Serving Areas (dining rooms, main kitchen, teachers' lounge, home economics kitchen, snack area, vending machines and food storage rooms).

- Store food and waste in containers that are inaccessible to pests. Food shall be stored on non-wood racks and shall not be stored on the floor. Containers must have tight lids and be made of plastic, glass or metal. Waste should be removed at the end of each day.
- Place screens on vents, windows, and floor drains to prevent cockroaches and other pests from using unscreened ducts or vents as pathways.
- Create inhospitable living conditions for pests by reducing availability of food and water; remove food debris, sweep up all crumbs, fix dripping faucets and leaks and dry out wet areas.
- Improve cleaning practices, including promptly cleaning food preparation equipment after use and removing grease accumulation from vents, ovens and stoves. Use caulk or paint to seal cracks and crevices.
- Capture rodents by using mechanical or glue traps. Place traps in areas inaccessible to children. Mechanical traps, including glue boards, used in rodent control must be checked daily if there is existing infestation. Dispose of killed or trapped rodents within 24 hours.
- Raccoons, squirrels and bats are protected animals. The only people who can remove them from a district building or district grounds is a specialist licensed by the Illinois Department of Natural Resources.

D. Rooms and Areas with Extensive Plumbing (bathrooms, rooms with sinks, locker rooms, dishwasher rooms, swimming pools and greenhouses).

- Promptly repair leaks and correct other plumbing problems to deny pests access to water.
- Routinely clean floor drains, strainers and grates. Seal pipe chases.
- Keep areas dry. Avoid conditions that allow formation of condensation. Areas that never dry out are conducive to molds and fungi. Increasing ventilation may be necessary.
- Do not store paper products or cardboard boxes near moist areas, directly on the floor, or against the wall.

E. Maintenance Areas (boiler room, mechanical room, janitorial housekeeping areas and pipe chases).

- Promptly clean mops and mop buckets after use; dry mop buckets and hang mops vertically on a rack above a floor drain.
- Allow eating in designated areas only.
- Clean trash cans regularly, use plastic liners and secure lids.
- Keep areas as clean and dry as possible and remove debris.

F. Playgrounds, Parking Lots, Athletic Fields, Loading Docks, and Refuse Dumpsters

- Regularly clean trash containers and gutters and remove all waste.
- Secure lids on trash containers.
- Repair cracks in pavement and sidewalks.
- Provide for adequate drainage away from the structure and on the grounds.

6. Use of Pesticides –

A. Applying Pesticides Judiciously

Pest management shall be achieved through nontoxic, biological, cultural, mechanical or natural control methods to the greatest extent possible. Pesticides may be used when other methods are not successful or practical. All pesticide use must be approved by the IPMC. The IPMC must consider the toxicity of the product and application techniques before approving any pesticide use. Because excessive or improper application of pesticides can cause injury, these materials should be applied by qualified applicators in a manner to ensure maximum efficiency with minimal hazard. Pesticides should be applied only when occupants are not present in areas where they are applied.

Although the USEPA registers pesticides for use within the United States, registration should not be taken to mean that a particular pesticide is “safe” under all conditions of use. Pesticide label directions must be read and followed and exposure to people and non-target species of animals and plants must be minimized.

B. Procedures for Applying Pesticides

The following general recommendations must be followed to minimize exposure to people and other non-target species when the application of pesticides is considered:

- All pesticides used in Illinois must be registered by the USEPA and the Illinois Department of Agriculture.
- Read and follow all label directions.
- If possible, choose a pesticide that is as target-pest specific as possible; i.e., intended for the pest you are trying to control, rather than a broad spectrum pesticide.
- Do not use sprays, foggers or volatile formulations. Instead, use baits and crack and crevice applications. Look for crack and crevice label instructions and how to apply the pesticide. These treatments maximize the exposure of the pest to the pesticide while minimizing the pesticide exposure for the occupants.
- Place all rodenticides regardless of packaging in locations not accessible to children and non-target species or in tamper-resistant bait boxes. Outdoors, bait may be placed inside the entrance of an active rodent burrow and the burrow entrances should then be caved-in or buried over the bait to prevent non-target access to the bait. Securely lock or fasten shut the lids of all bait boxes. Place bait in the baffle-protected feeding chamber of the box and never in the runway of the box.
- Apply only when students and staff are not in the areas where the pesticide will be applied. Note any re-entry time limits listed on the label and be aware that some residues can remain long after application.
- Properly ventilate areas after pesticide application. Ensure that the ventilation system will not spread pesticide or its fumes to other parts of the building.
- Use proper protective clothing or equipment when applying pesticides.
- Keep copies of current pesticide labels, consumer information sheets and Material Safety Data Sheets (MSDS) accessible.

C. Notification of Pesticide Application to Students and Parents

The IPMC shall keep a registry of parents, guardians of students and staff members who have registered to receive written notification prior to any application of pesticides to any school structure or on any school grounds. Written notification can be given to each specific person who requested written notice or to all parents, guardians and staff in newsletters, bulletins, calendars or other general correspondence. Notification is not required for antimicrobial agents such as disinfectants, sanitizers or deodorizers, or for insecticides or rodenticide baits. Written notice must be given at least two business days before the pesticide application. It must identify the date of the pesticide application and the phone number for the IPMC.

Prior written notice is not required if the pesticide application is in response to an imminent threat to health or property provided the IPMC signs a statement describing the health threat or notice is given as soon as practicable.

D. Storing Pesticides

Pesticides shall not be stored in school buildings unless they are stored in places that are locked and inaccessible to all unauthorized personnel. Pesticides must be stored in spaces that are physically separated and closed off from occupied spaces and which have adequate ventilation. Notice of the presence of pesticides shall be posted outside of the storage area. Storage spaces must be ventilated directly to the outside. Precautions must be taken to ensure that air in the storage space is not mixed with the air of the central ventilation system.

All pesticides must be stored in their original containers and lids shall be tightly secured. All childproof caps shall be properly fastened. Pesticides shall not be stored in places where flooding is possible or which may be reached by leaking water. Pesticides shall not be stored near any ignition source.

6. Recordkeeping

Accurate records on inspections, identification of pests and monitoring will show improvements in contaminated environments such as less food, water or shelter, physical changes to infested parts of buildings and changes in pest populations. Such information will enable the IPMC to make good pest management decisions. The IPMC shall keep the following records:

- A copy of the IPMP.
- A copy of the current EPS-registered label and the current MSDS for each pesticide product used on school property.

- Pest surveillance data sheets that record in a systematic fashion the type and number of pests or other indicators of pest population levels revealed by the monitoring program for the site.
- Some record, such as a diagram, noting the location of pest activity including the location of all traps, trapping devices, and bait stations in or around school buildings.

Adopted: February 20, 2001

Revised:

Replaces:

Reference:

MONITORING ASSIGNMENTS
(Appendix 1)

| Area | Custodians and Maintenance | Teachers and Aides | Kitchen Staff | Lunchroom Staff | Exterminator (If Used) |
|-----------------------------------|-------------------------------------------|-----------------------------------|--------------------------|----------------------------|-----------------------------------|
| Kitchen | X | | X | | X |
| Food Storage Areas | X | | X | | X |
| Lunchroom/ Dining Areas | X | X | | X | X |
| Restrooms | X | X | | | |
| Classrooms | X | X | | | |
| Locker Rooms/ Showers | X | X | | | X |
| Gym | X | X | | | |
| Swimming Pool | X | X | | | |
| Student Lockers | X | | | | |
| Delivery Areas | X | | X | | X |
| Refuse Storage Areas | X | | | | X |
| Entrances/ Hallways | X | X | | | |
| Utility Rooms/ Janitor Closets | X | | | | X |
| Staff Lounges | X | X | | | |
| Outdoors | X | X | | | |
| Other | X | | | | |

Adopted: February 20, 2001

RECORD OF PEST CONTROL PROCEDURES
(Appendix 2)

| Method of Control | Comments | |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Pesticide <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, time and date of application: | Site of Application: Pesticide Used: Target Pest(s): | Application Method: Common Name & EPA Registration # Amount Used: Expected Results: |
| Non-chemical Control <input type="checkbox"/> Yes <input type="checkbox"/> No | Time and Date: Target Pest(s): | Site: Method of Control: |
| Traps <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, method: | Location of traps: Expected results: | |
| Mechanical Exclusion <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, method: | Building/equipment repairs: Harborage reduction: | Screening: Other: |
| Procedural Changes <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, method: | Merchandise storage: Food handling: Housekeeping: Expected results: | Waste disposal: Equipment Cleaning: Recycling Programs: |

Adopted: February 20, 2001

5015 Energy and Resource Management Conservation Policy

The Board of Education embraces energy and resource conservation and believes it to be our responsibility to ensure that every reasonable effort is made to conserve energy and natural resources while exercising sound financial management.

The Board recognizes the importance of adopting an energy management and conservation policy in order to govern this program. We also affirm the implementation of this policy will be the joint responsibility of the Board, administration, faculty, staff, students, support personnel, and outside consultants. Success is based on cooperation at all levels.

Accurate records of energy consumption and cost will be maintained by the District's Business Office in order to provide verifiable performance information to the Board and Administration on the goals and progress of the energy and resource conservation program.

The Superintendent, or his/her designee, will be accountable for energy and resource management with audits being conducted and feedback provided by the consulting team.

To ensure the overall success of the energy and resource management program, the following specific areas of emphasis will be adopted:

1. Energy Education will administer its energy conservation and management program primarily through the Energy Education Specialist team and Administrators.
2. The Board of Education expects all personnel to make a positive contribution to maximize energy and resource conservation and reduce energy and resource costs.
3. Administrative "Energy and Resource Guidelines" will be posted that define the "rules of engagement" in implementing our energy program.

Further, to promote a safe, healthy learning environment and to complement the energy and resource management program, the District's Business Office shall review and adhere to the preventive maintenance and monitoring plan administered by the physical plant for its facilities and systems, including HVAC, building envelope, and moisture management.

The Board of Education is responsible for providing resources for the operations and fiscal accountability of the District.

The Board has engaged Energy Education, Inc. to use its expertise to develop and implement a comprehensive, people-based conservation program at District 94.

The Superintendent, or his/her designee, will develop and implement short- and long-range strategies to maximize energy and resource conservation.

Adopted: August 17, 2010
Revised:
Replaces:
Reference:

EXECUTIVE SUMMARY

This summary provides an overview of the Schematic Design Estimate prepared by Pepper Construction and reconciled with DLA Architects, Ltd. for the proposed addition and renovations to West Chicago High School. Our estimate is based on DLA Architects, Ltd. Schematic Design Documents and Revit model dated April 16, 2018. It includes all construction hard costs and owner soft costs.

In addition, we included contingency and escalation values that are intended to protect the budget and allow for adjustments as the team proceeds into the Design Development phase.

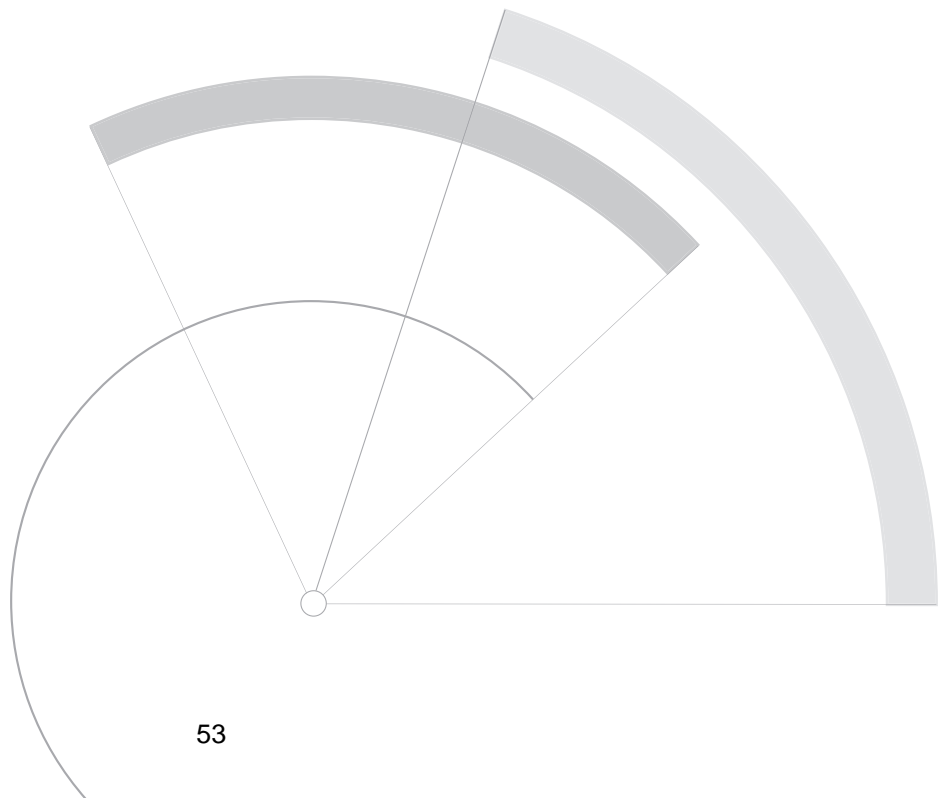
| CONSTRUCTION ESTIMATE TOTAL | | | \$32,737,611 |
|--------------------------------------|-------|-------------|---------------------|
| Includes 2017 Summer Work | | | |
| CONTINGENCY AND ESCALATION | | | |
| Performance and Payment Bonds | 1.25% | \$331,271 | |
| Escalation | 1.5% | \$391,650 | |
| Contingency | 7% | \$1,708,132 | |
| Contingency/Escalation/Bonds | | | \$35,168,664 |
| OTHER CONSTRUCTION COSTS | | | |
| CM Services | LS | \$1,415,296 | |
| Builder's Risk Insurance | LS | \$30,000 | |
| General Liability Insurance | 1% | \$260,182 | |
| CM Fee | 2.25% | \$591,887 | |
| CM Costs/Insurance/Fee | | | \$2,297,365 |
| Total Hard Construction Costs | | | \$37,466,029 |
| Owner Soft Cost Totals | | 9.3% | \$2,532,984 |
| Total Project Estimate | | | \$39,999,013 |

Bid Alternates

We have worked with the design team and administration to identify Bid Alternates that can be bid and accepted independently after the bid opening. This strategy allows the District flexibility to add scope to the project if the base bids are less than the budget.

Below is a list of proposed alternates:

| BID ALTERNATES | | | |
|----------------|----------------------------------------|-----|--------------------|
| 101 | Alt. Corridor Remodel | Add | \$224,833 |
| 102 | Performing Arts Dept. Restroom Remodel | Add | \$52,902 |
| 103 | Auditorium Lobby Remodel | Add | \$623,726 |
| 104 | Entrance 'C' Corridor Remodel | Add | \$194,854 |
| 105 | Field House Corridor Remodel | Add | \$81,087 |
| 106 | Field House Flooring Replacement | Add | \$200,672 |
| 107 | Pool Roof Replacement | Add | \$200,119 |
| 108 | Exterior Concrete Pavement Replacement | Add | \$90,754 |
| 109 | Exterior Lighting Replacement | Add | \$204,897 |
| 110 | Exterior Landscaping Enhancements | Add | \$31,064 |
| TOTAL | | | \$1,904,908 |



West Chicago Community High School - D94
Base Estimate

Estimate Summary by Subjob

| SUBJOB | DESCRIPTION | QUANTITY | UNIT | TOTAL COSTS w/ MARKUPS |
|--------|---------------------------------------------------|----------|------|---------------------------|
| 001 | Phase I - Summer 2018 | 1.0 | LS | \$7,844,050 |
| 002 | Addition Core and Shell | 58,795.0 | SF | \$9,599,811 |
| 003 | Music Dept. Buildout | 15,591.0 | SF | \$2,038,848 |
| 004 | LRC Buildout | 9,197.0 | SF | \$1,205,473 |
| 005 | English Dept. Buildout | 15,014.0 | SF | \$1,422,689 |
| 006 | New Service Elevator | 1.0 | LS | \$324,507 |
| 007 | District Administration Remodel | 3,349.0 | SF | \$632,080 |
| 008 | School Administration Remodel | 1,500.0 | SF | \$204,635 |
| 009 | SPED Dept. Remodel | 1,407.0 | SF | \$112,193 |
| 010 | Business Administration | 5,281.0 | SF | \$316,671 |
| 011 | Sewer Line Replacement | 1.0 | LS | \$126,350 |
| 012 | Corridor Remodel | 9,113.0 | SF | \$469,429 |
| 013 | English Dept. Remodel | 5,402.0 | SF | \$469,082 |
| 014 | Tech Labs Remodel | 4,913.0 | SF | \$338,122 |
| 015 | Foreign Language Dept. Remodel | 8,681.0 | SF | \$435,017 |
| 016 | Performing Arts Dept. Remodel | 6,034.0 | SF | \$312,233 |
| 017 | Social Studies Dept. Remodel | 22,254.0 | SF | \$2,349,989 |
| 018 | Structural Reinforcement in 1926 Building | 9,485.0 | SF | \$551,689 |
| 019 | Chiller Replacement | 1.0 | LS | \$1,244,202 |
| 020 | Cooling Tower (Replace existing and add one cell) | 1.0 | LS | \$966,034 |
| 021 | 1926/1955 LED Lighting | 1.0 | LS | \$124,393 |
| 022 | New Standby Generator | 1.0 | LS | \$160,435 |
| 023 | AHU Replacement | 1.0 | LS | \$1,657,436 |
| 024 | Boiler Replacement | 1.0 | LS | \$713,969 |
| 025 | AHU Repairs | 1.0 | LS | \$849,602 |
| 026 | Heat Exchangers | 1.0 | LS | \$118,173 |
| 027 | Misc. Pump Replacement | 1.0 | LS | \$493,170 |
| 028 | Temperature Controls | 1.0 | LS | \$1,243,927 |
| 029 | Cafeteria Renovation | 10,968.0 | SF | \$291,628 |
| 030 | LRC Roof | 1.0 | LS | \$429,333 |
| 031 | Track Re-Surfacing | 1.0 | LS | \$192,650 |
| 032 | Football Field Turf Replacement | 1.0 | LS | \$495,385 |
| 033 | South Tennis Court Reconstruction | 1.0 | LS | \$660,513 |
| 034 | Pre-1970 Electrical Panelboard Replacement | 1.0 | LS | \$190,000 |
| 035 | Construction Management Services | 1.0 | LS | \$1,415,296 |
| | Grand Total | | | \$39,999,013 |

**SPECIAL BOARD OF EDUCATION MEETING
COMMUNITY HIGH SCHOOL DISTRICT 94
April 17, 2018 – 7:00 P.M.
326 Joliet Street
West Chicago, IL 60185**

OPENING ACTIVITIES

1. Call to Order at 7:00 p.m.
2. Dr. Domeracki led the Board and meeting attendees in the Pledge of Allegiance.
3. Roll Call – Present were: Mr. Saake, Mr. Campos, Ms. Doremus, Ms. Gillespie, Mr. Kotche, Mr. Nagel and Ms. Yackey.
4. Absent – None
5. Also in attendance: Dr. Domeracki, Mr. Cole, Mr. Blatchley, Ms. Moore, Dr. Cheng and Ms. Glunt

STUDENT RECOGNITION:

1. March Student of the Month:
Daniel Weber

PUBLIC PARTICIPATION:

Tom Tipton asked where future board meetings will be held and remarked there is conflicting information regarding meeting locations on the website. Mr. Tipton again questioned what compensation the superintendent had received upon meeting his goals.

ADMINISTRATIVE REPORTS AND INFORMATION:

1. Superintendent's Report:

Dr. Domeracki reported the following:

- There had been six (6) FOIA requests. Four (4) of these requests were filed by Ms. Gillespie. One (1) request was filed by the Shriver Center, and another request was filed by NBC.
- 429 students are signed up to take 694 Advanced Placement exams this year.
- The Educational Foundation has accommodated a number of grant requests for staff this year, and will review 2 more requests at its meeting Thursday. The Foundation has approved \$6000 toward the cost of taking the AP exams for low-income students, but ISBE has now informed school districts that money is available to subsidize low-income students. The district is applying for those funds.
- The Senior Class Survey is being finalized and will be released to students in mid-May.
- The Educational Foundation is once again organizing the fundraising event “Duelling Pianos” which will be held August 4, 2018. Tickets will be \$40 each.
- Data sharing meetings will be held April 23 and 24 with Districts 25 and 34.
- Wego Drama will present the musical “Cinderella” May 4th and 5th.
- The Foreign Language induction ceremony is being held April 17, 2018.
- Winfield Step-Up Days are Thursday, April 19th.

- Board members are invited to attend the Project Search graduation ceremony on May 31, 2018.
- The Inspirational Educator award will be conducted at a breakfast ceremony in May.

2. Director of Building Operations Report:

Mr. Cole reported that this year's construction had begun over Spring Break, with 50 workers in the building. Board members asked when a rescheduled Facilities Committee would be held; Mr. Cole stated the previously planned meeting had been canceled because the concept plan and associated costs were not ready to be brought to the Committee. Another agenda item to be discussed will be whether the District Administrative Center should be made ADA Compliant.

3. Director of Business Services Report:

Mr. Blatchley reported the following:

- He asked Board members to consider an exception to Policy 3314, Conflicts of Interest, as an invoice from Porcayo's Tees, which is a business that is owned by one of the school's employees, was included in the bill list.
- 2018-19 student fees will be brought to the May board meeting.
- Budget meetings will be scheduled with the Principal, Assistant Principals and Division Heads.
- Insurance renewal rates have been received. There is a slight rate increase in PPO, a decrease in HMO rates, a slight decrease in dental benefits, and there is no change to vision benefits.

4. Director of Human Resources Report:

Ms. Moore reported the following:

- Teachers have been provided with their contract. Retroactive pay will be issued in the April 30th payroll.
- Hiring for next year has begun. Division Heads will be given some hiring guidelines.
- The Retiree Open House will be May 10, 2018 from 3:30 to 5:30 p.m. in Commons.

5. Principal's Report:

Dr. Cheng reported on the following:

- Student attendance and discipline is tracking consistently.
- Incoming freshmen from the feeder districts will be visiting the school for Step-Up Days.
- SAT & PSAT assessments were administered April 10th.
- Prom will be held April 27, 2018.
- Districts 33 and 94 will partner to create a summer program. Dr. Cheng and Ms. Jimenez will meet with District 33 administrators to begin planning for the Summer of 2019.

6. National School Board Association Annual Conference:

Board members discussed various sessions they had attended at the Conference which was held April 7 – 9, 2018 in San Antonio, TX. Mr. Campos provided handouts from several sessions he had attended.

7. Committee Approval of Minutes:

Finance Committee Approval of Minutes:

MOTION: That the Finance Committee approve the minutes of the meeting of March 26, 2018.

MOTION: Mr. Campos

SECOND: Mr. Kotche

VOTE: Ayes: Campos, Kotche, Saake, Blatchley
Nays: None
Abstain: Domeracki
Motion Passed: 4 – 0; 1 Abstain

Human Resources Committee Approval of Minutes:

MOTION: That the Human Resources Committee approve the minutes of the meeting of April 2, 2018.

MOTION: Ms. Gillespie

SECOND: Ms. Yackey

VOTE: Ayes: Gillespie, Saake, Yackey, Moore, Domeracki
Nays: None
Abstain: Doremus
Motion Passed: 5 – 0; 1 Abstain

8. Future Dates:

- a. Special Board of Education Data Sharing Meeting with District 25 – April 23, 2018
- b. Special Board of Education Data Sharing Meeting with District 34 – April 24, 2018
- c. Regular Board of Education Meeting – May 15, 2018
- d. Special Board of Education Meeting – Board Governance Review – June 11, 2018
- e. Regular Board of Education Meeting – June 19, 2018

9. Future Issues:

- **Impact of FOIA's and Board Requests for Information:**
Board members discussed the significant increase in FOIA requests over the last year and costs associated with responding to those requests. It was determined that every FOIA request and the time it took to gather records to respond to the request should be tracked. It was also determined that the Finance Committee would track the cost of superintendent and board travel expenses. The possibility of needing to hire an employee to respond to FOIA requests was also discussed.
- **Student Service/Support Committee:**
Board members and administrators discussed whether there was a need to create a student committee. It was determined that the Education/Programs Committee fulfills this need.

CONSENT AGENDA (Roll Call)

Action items considered routine and/or which have been previously discussed by the Board will be enacted under one roll call motion unless removed for separate action upon Board request. They are enumerated under the heading “Recommended Action”.

1. Items Removed from Consent Agenda for Separate Action:
Bill List

2. Consent Agenda Action for All Items Except those Listed in 1. Above.

MOTION: That the Board approve all items on the Consent Agenda which have not been specifically removed for separate action as shown on line 1. immediately above.

MOTION: Ms. Doremus

SECOND: Mr. Campos

VOTE: Unanimous Approval on Roll Call Vote 7 - 0

CONSENT AGENDA ITEMS - RECOMMENDED ACTION(S):

1. **Approval of Minutes**

- a. Regular Board of Education Meeting – March 20, 2018

- b. Closed Session Board of Education Meeting – March 20, 2018

MOTION: That the Board of Education approve the minutes of the meeting(s) listed above.

2. **Acceptance of Minutes**

- a. Finance Committee Meeting – March 26, 2018

- b. Human Resources Committee Minutes – April 2, 2018

MOTION: That the Board of Education accept the filing of the minutes of the meeting(s) listed above.

3. **Approval of Financials**

- a. Imprest Fund Statement

- b. Treasurer’s Report

- c. Statement of Position/Financial Report

- d. Statement of Revenue/Expenditures YTD Ending February 28, 2018

- e. 3-Year Budget/Actual Report

- f. Grant Reports

- g. Petty Cash Fund Report

- h. Student Activity Account Fund Balance

- i. New Vendors Monthly Report

- j. Quarterly Financial Reports

- k. Referendum Revenue & Expenditure Report

4. **Semi-Annual Review of Closed Session Minutes – (Roll Call)**

The School Code requires a review of closed session minutes be conducted twice a year. The motion which follows is based on the review conducted by Mr. Campos, Mr. Nagel and Dr. Domeracki on March 20, 2018.

MOTION: That the Board of Education approve the attached report on review of closed session minutes as presented by Mr. Campos and Mr. Nagel.

5. **Destruction of Closed Meeting Audio Recordings – (Roll Call)**

The Legislature requires that closed session meetings of Boards of Education be audio recorded and those recordings retained for a period of 18 months. Beginning in July, 2005, Boards can destroy those tapes provided that they are at least 18 months old and that the minutes of the specific closed session meetings have been approved and are retained as part of the official records of the Board's business. It is suggested that the Board purge these audio recordings twice a year in conjunction with the semi-annual review of closed session minutes.

MOTION: That the Board of Education approve the destruction of audio recordings of closed session Board of Education meetings made prior to August 1, 2016, which meets the state criteria of being at least 18 months old, and for which approved minutes are retained the official records of the Board's business.

6. **Appoint DAOES Representative – (Roll Call)**

MOTION: That the Board of Education appoint Douglas Domeracki to serve as its Representative to the Board of Directors of DAOES for the 2018-19 school year.

CONSENT AGENDA APPROVAL

ITEMS REMOVED FROM CONSENT AGENDA:

1. Bill List

MOTION: That the Board of Education approve the Bill List including an exception for Porcayo's Tees.

MOTION: Mr. Campos

SECOND: Ms. Yackey

DISCUSSION: Board members and administrators discussed training coaches on policy.

VOTE: Unanimous Approval on Roll Call Vote 7 - 0

OLD BUSINESS:

There was no old business.

Ms. Gillespie left the meeting at 8:14 p.m.

NEW BUSINESS:

1. **Personnel Reports – (Roll Call)**

- The employment of 1 certified staff for rest of 2017/18 school year and 2018-19 school year
- The employment of 1 administrative staff for 2018-19 school year
- The employment of 1 non-certified staff effective 4/24/18
- The transfer of one non-certified employee from one division to another
- The retirement of 1 certified staff
- The resignation of 4 certified staff

- The approval of moving from part-time to full-time assignment for 1 certified staff
- The employment of 1 athletic coaching staff
- The resignation of 3 athletic coaching staff
- The approval of vacation carryover for 1 non-certified staff
- The approval of miscellaneous wages

MOTION: That the Board of Education approve the Personnel and Supplemental Contract reports as presented in the packet.

MOTION: Ms. Doremus

SECOND: Mr. Campos

VOTE: Unanimous Approval on Roll Call Vote: 6 - 0

2. **Separation of Employment – (Roll Call)**

MOTION: That the Board of Education accept the following resignations effective upon the conclusion of the 2017-18 school year:

Amanda Cardenas, Teacher/Language Arts Division

Barbi Mathews, Teacher/Mathematics Division

Jill Nolan, Teacher/Language Arts Division

Kristin Nordquist, Teacher/Mathematics Division; and

That the Board of Education accept the retirement of Mary McCarter, Teacher/World Languages Division, effective upon the conclusion of the 2021-22 school year.

MOTION: Mr. Kotche

SECOND: Ms. Yackey

VOTE: Unanimous Approval on Roll Call Vote 6 – 0

3. **Credit Card Policy 3315 – Use of Credit and Procurement Cards - (Roll Call)**

Illinois Statute requires school districts to have a credit and procurement card policy. The following Press Policy has been reviewed in committee.

MOTION: That the Board of Education approve Policy 3315 -- Use of Credit and Procurement Cards on 1st reading.

MOTION: Mr. Campos

SECOND: Ms. Doremus

VOTE: Unanimous Approval on Roll Call Vote 6 - 0

4. **Workplace Harassment Prohibited Policy 1703 – (Roll Call)**

The scope of policy 1703 and 1703P were required by the State of Illinois to include (1) prohibition of sexual harassment, (2) details on how an individual can report an allegation, (3) prohibition on retaliation for reporting allegations of sexual harassment, and (4) the consequences of a violation. Special Board of Education Meeting April 17, 2018 Agenda (Page 5) The State Officials and Employees Ethics Act, 5 ILCS430/70-5(a), amended by P.A. 100-554, requires school districts to adopt an ordinance or resolution establishing a policy to include the four previous points by January 15, 2018. IASB has been developing this policy and has recommended districts using PRESS services adopt the policy once completed by PRESS. The attached PRESS policy replaces our current policy 1703 and procedure 1703P.

MOTION: That the Board of Education approve proposed changes to Policy 1703 – Sexual Harassment on first reading.

MOTION: Ms. Yackey

SECOND: Ms. Doremus

VOTE: Unanimous Approval on Roll Call Vote 6 – 0

5. **Future Board Meeting Locations – (Roll Call)**

Chapman & Cutler, LLP, our bond counsel, has taken a conservative approach per Hauser Izzo, LLC, to require this board meeting to be called a Special Meeting of the Board of Education to approve the sale of \$28,540,000 in bonds. Since the Board has not officially changed the location of its meetings, a new meeting schedule needs to be approved, identifying the location of future board meetings through May 7, 2019.

MOTION: That the Board of Education approve the meeting location of future Board Meetings through May 7, 2019.

MOTION: Mr. Kotche

SECOND: Ms. Yackey

VOTE: Unanimous Approval on Roll Call Vote 6 – 0

6. **Chromebook Disposal – (Roll Call)**

When students enroll they are assigned a Chromebook which has a lifecycle of approximately four years. A senior student's Chromebook is no longer needed after four years and becomes obsolete. These Chromebooks will be available for purchase at the end of the school year.

MOTION: That the Board of Education approve the sale of outdated student Chromebooks for the cost of \$10.

MOTION: Ms. Yackey

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 6 – 0

7. **Hobsons' Naviance Subscription – (Roll Call)**

The Naviance College and Career planning tool is a resource used throughout DuPage County. The tool provides a one-stop shop where students can do all of their five year planning activities including: interest and personality inventories, career exploration, college searches, scholarships, letters of recommendation, college applications, transcript requests, standardized test scores, meeting with college admissions reps, net price calculations for college, résumé, extra-curricular activities, and community service log. Naviance has built-in curriculum that aligns with the IL PaCE requirements that districts are required to implement (including social-emotional learning and soft skill development). Materials are available in English and Spanish and are FERPA compliant. Lastly, this tool would allow the district the ability to track educational outcomes for all graduates. This would replace our current Career Cruising software. The cost of the proposed contract would be:

18-19: \$17,140 (includes a one-time implementation and training fee of \$4,000)

19-20: \$13,140

20-21: \$13,140

21-22: \$13,140

22-23: \$13,140

MOTION: That the Board of Education formally approve the subscription service for Naviance in the amount of \$69,700.50 for a five-year term.

MOTION: Ms. Doremus

SECOND: Ms. Yackey

VOTE: Unanimous Approval on Roll Call Vote 6 – 0

8. **Bond Resolution – (Roll Call)**

MOTION: Resolution providing for the issue of not to exceed \$28,540,000 General Obligation School Bonds, Series 2018, for the purpose of altering, repairing and equipping the West Chicago High School Building, improving the site thereof and building and equipping an addition thereon, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to, and the execution of a Bond Purchase Agreement with, Raymond James & Associates, Inc., the purchaser thereof.

MOTION: Mr. Campos

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 6 - 0

EXECUTIVE SESSION:

The Board of Education moved to Executive Session at 8:47 p.m. for the purpose of discussing the appointment, employment, compensation, discipline, performance or dismissal of specific employees; and collective negotiating matters.

MOTION: Ms. Yackey

SECOND: Mr. Campos

VOTE: Unanimous Approval on Roll Call Vote 6 – 0

RETURN TO OPEN SESSION:

The Board of Education returned to Open Session at 9:47 p.m.

ACTION AFTER RETURN TO OPEN SESSION:

1. **Administrative Staff Salary Increases – (Roll Call)**

MOTION: That the Board of Education approve the compensation for administrative staff which includes \$47,501 for 16 administrators for the 2017-18 school year and \$37,000 for 16 administrators for the 2018-19 school year.

MOTION: Ms. Yackey

SECOND: Ms. Doremus

VOTE: Unanimous Approval on Roll Call Vote 6 – 0

2. **Establishment of Superintendent’s 2018-19 Goals – (Roll Call)**

MOTION: That the Board of Education approve the establishment of Superintendent Domeracki’s goal objectives for 2018-19 as discussed in closed session.

MOTION: Ms. Doremus

SECOND: Mr. Campos

VOTE: Unanimous Approval on Roll Call Vote 6 – 0

ADJOURNMENT

MOTION: That the Board of
Education meeting be adjourned at 9:50 p.m.

MOTION: Mr. Campos

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Voice Vote 6 – 0

ATTEST:

Gary R. Saake, President

Renee Yackey, Secretary

Special Joint Boards of Education Meeting
Benjamin School District 25
And
Community High School District 94
April 23, 2018 – 7:00 p.m.
Commons
Community High School
326 Joliet Street
West Chicago, Illinois

OPENING ACTIVITIES

1. Call to Order at 7:00 p.m.
2. Anna Taylor led the Board and meeting attendees in the Pledge of Allegiance.
3. Renee Yackey read the Mission Statement:
“Community High School strives to promote and provide growth experiences in Learning, Leadership and Living.”
4. Roll Call – Present from Benjamin School District 25 were:
Jodi Krause, Dennis Peterson, Anna Taylor
Absent were:
Jack Buscemi, Vince Engstrom, Tammy Mastroianni, Lisa Willuweit
Also present were:
Philip Ehrhardt, Mike Fitzgerald, Principal;
Laura Pfanenstiel, Principal

Present from Community High School District 94 were:
Ruben Campos, Susan Gillespie, Kevin Kotche, Gary Saake, Renee Yackey
Absent were:
Katherine Doremus, Rich Nagel
Also present were:
Douglas Domeracki, Allister Scott, Cheryl Glunt

PUBLIC PARTICIPATION

There was no public participation

Rich Nagel joined the meeting at 7:06 p.m.

REPORTS AND INFORMATION:

Allister Scott from Community High School District 94 presented the Boards with current assessment data on former Benjamin School District 25 students.
Laura Pfanenstiel and Mike Fitzgerald from Benjamin School District 25 presented the Boards with current student assessment data from District 25.
A discussion of the student assessment data followed.

ADJOURNMENT

RECOMMENDED MOTION:

Education meeting be adjourned at 8:13 p.m.

That the Special Joint Boards of

MOTION: Mr. Campos

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Voice Vote 9 - 0

ATTEST:

Gary R. Saake, President

Renee Yackey, Secretary

Special Joint Boards of Education Meeting
Winfield School District 34
And
Community High School District 94
April 24, 2018 – 7:00 p.m.
Commons
Community High School
326 Joliet Street
West Chicago, Illinois

OPENING ACTIVITIES

1. Call to Order at 7:01 p.m.
2. Ruben Campos led the Board and meeting attendees in the Pledge of Allegiance.
3. Douglas Domeracki read the Mission Statement:
“Community High School strives to promote and provide growth experiences in Learning, Leadership and Living.”
4. Roll Call – Present from Benjamin School District 25 were:
Bob Brown, Lynn Kammes, Matthew Tibble, Brianne Willix
Absent were:
Donna Bartlett, Elizabeth Lee, Premalatha Mony
Also present were:
Matt Rich, Dawn Reinke

Present from Community High School District 94 were:
Ruben Campos, Susan Gillespie, Kevin Kotche, Rich Nagel, Gary Saake
Absent were:
Katherine Doremus, Renee Yackey
Also present were:
Douglas Domeracki, Allister Scott, Cheryl Glunt

PUBLIC PARTICIPATION

There was no public participation

REPORTS AND INFORMATION:

Allister Scott from Community High School District 94 presented the Boards with current assessment data on former Winfield School District 34 students.
Dawn Reinke and Matt Rich from Winfield School District 34 presented the Boards with current student assessment data from District 34.
A discussion of the student assessment data followed.

ADJOURNMENT

RECOMMENDED MOTION:

Education meeting be adjourned at 8:10 p.m.

That the Special Joint Boards of

MOTION: Mr. Campos

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Voice Vote 9 - 0

ATTEST:

Gary R. Saake, President

Renee Yackey, Secretary

Community High School District 94
West Chicago, IL 60185
Education/Programs Committee Meeting

Minutes of the Education Committee meeting held on April 25, 2018 at 5:30 p.m. at West Chicago Community High School, Counseling Conference room. Minutes recorded by Dr. Cheng

Call to order: The meeting was called to order at 5:36 p.m.

1. Roll Call:

Education Committee members present: Renee Yackey, Doug Domeracki – ex officio, Moses Cheng

Education Committee members absent: Susan Gillespie, Kathe Doremus – Board Vice President, Gary Saake – Board President, ex officio

2. Public comment:

None

3. Review of IASB draft policies related to Section 6 - Instruction.

Committee reviewed IASB draft policies related to Section 6–Instruction, and current district policy series 1000, 4000, 7000, and 8000 where applicable.

Kathe Doremus entered the meeting at 5:43 p.m.

4. Comments from committee for revisions of IASB policies in Section 6 – Instruction

Committee agreed to make the following recommendations regarding IASB draft policies Section 6–Instruction. These recommendations will be forwarded to the Board of Education’s Policy Committee for consideration.

| <u>Policy Number</u> | <u>Recommendation</u> |
|----------------------|------------------------------------------------------------|
| 6:10 | Adopt IASB |
| 6:15 | Adopt IASB |
| 6:20 | Adopt IASB with changes made to align with 105 ILCS 5/24-2 |
| 6:30 | Do not adopt |
| 6:40 | Adopt IASB with page 2 deleted |
| 6:50 | Do not adopt |
| 6:60 | Adopt IASB |
| 6:65 | Adopt IASB |
| 6:70 | Adopt IASB and include current board policy 7501 |
| 6:80 | Do not adopt |
| 6:100 | Adopt IASB |
| 6:110 | Adopt IASB |
| 6:120 | Do not adopt |
| 6:140 | Adopt IASB |
| 6:145 | Do not adopt |
| 6:150 | Adopt IASB |
| 6:160 | Adopt IASB |
| 6:170 | Do not adopt |
| 6:185 | Do not adopt |
| 6:190 | Do not adopt |
| 6:210 | Do not adopt |
| 6:220 | Do not adopt |
| 6:230 | Do not adopt |
| 6:235 | Do not adopt |
| 6:240 | Do not adopt |

| | |
|-------|-----------------------------------------------------------|
| 6:250 | Adopt IASB |
| 6:255 | Do not adopt |
| 6:260 | Do not adopt but update current board policy 7202 |
| 6:270 | Do not adopt |
| 6:280 | Do not adopt |
| 6:290 | Do not adopt |
| 6:300 | Do not adopt |
| 6:310 | Adopt and include current board policies 7305, 7404, 8106 |
| 6:320 | Adopt IASB |
| 6:330 | Do not adopt |
| 6:340 | Do not adopt |

5. Review of IASB draft policies related to Section 7 - Students.

Committee reviewed IASB draft policies related to Section 7—Students, and current district policy series 1000, 4000, 7000, 8000, and 9000 where applicable.

6. Comments from committee for revisions of IASB policies in Section 7 – Students

Committee agreed to make the following recommendations regarding IASB draft policies Section 7—Students. These recommendations will be forwarded to the Board of Education’s Policy Committee for consideration.

| Policy Number | Recommendation |
|---------------|----------------|
| 7:10 | Adopt IASB |
| 7:10-E | Do not adopt |
| 7:15 | Adopt IASB |
| 7:20 | Do not adopt |
| 7:30 | Do not adopt |
| 7:40 | Do not adopt |
| 7:50 | Do not adopt |
| 7:60 | Do not adopt |
| 7:70 | Do not adopt |
| 7:80 | Do not adopt |
| 7:90 | Do not adopt |
| 7:100 | Do not adopt |
| 7:130 | Do not adopt |
| 7:140 | Do not adopt |
| 7:150 | Do not adopt |
| 7:160 | Adopt IASB |
| 7:170 | Do not adopt |
| 7:180 | Adopt IASB |
| 7:185 | Adopt IASB |
| 7:190 | Do not adopt |
| 7:200 | Do not adopt |
| 7:210 | Do not adopt |
| 7:220 | Do not adopt |
| 7:230 | Do not adopt |
| 7:240 | Do not adopt |
| 7:250 | Adopt IASB |
| 7:260 | Do not adopt |
| 7:270 | Do not adopt |
| 7:275 | Do not adopt |
| 7:280 | Do not adopt |
| 7:285 | Do not adopt |
| 7:290 | Adopt IASB |
| 7:300 | Do not adopt |

| | |
|-------|--------------|
| 7:305 | Do not adopt |
| 7:315 | Adopt IASB |
| 7:325 | Do not adopt |
| 7:330 | Do not adopt |
| 7:340 | Do not adopt |

7. Adjournment

Ms. Yackey made the motion to adjourn. Ms. Doremus seconded the motion. The meeting was adjourned at 6:43 p.m. by unanimous voice vote.

DRAFT

Community High School District 94
West Chicago, IL 60185
Facility Committee Meeting

Minutes of the Facility Committee meeting held on May 8, 2018 at 6:30 p.m. at West Chicago Community High School, Room 121. Minutes recorded by Dave Blatchley.

Call to order: The meeting was called to order at 6:31 p.m

1. Roll call:

Facility Committee members present: Rich Nagel, Gary Saake, Ruben Campos, Doug Domeracki, Gordon Cole

Facility Committee members absent: none

Others present: Susan Gillespie, Dave Blatchley, Lance Tritsch (Pepper Construction), Bill Templin (DLA), Peter Pontarelli (DLA)

2. Public Comment – none

3. ADA at the District Administrative Center

- a. Reviewed ADA compliance and cost estimate handout outlining work required to bring the District Office into ADA compliance.
- b. Discussed the need to verify the door opening force of the front door, and make adjustments if needed.
- c. The work (painting, signs, removal of inside door, and vanity in women's bathroom) will be performed over the summer using District staff.

4. Concept Plan Review

- a. DLA presented schematic floor design
- b. Reviewed key work areas of 1st, 2nd, and 3rd floor
- c. Pepper reviewed executive summary handout

Ms. Gillespie, Mr. Tritsch, Mr. Templin, and Mr. Pontarelli left the meeting at 8:19 pm

5. Review of IASB policy handouts compared to current policies

6. Requested committee members to review current policies compared to new policies for further analysis and discussion, and provide feedback to Mr. Cole.

7. Adjournment

Mr. Saake made the motion to adjourn. Mr. Campos seconded the motion. The meeting was adjourned at 8:37 p.m.

COMMUNITY HIGH SCHOOL DISTRICT 94

District Administrative Center

ADA Compliance

| | Time and Material | Total |
|---|----------------------------------------|---------------------------|
| 1 | Paint handicap lines in parking lot | |
| | a. Paint | \$78.33/5 Gallons \$78.33 |
| | b. Labor | 4 hours at \$28 per \$112 |
| 2 | Install handicap sign in parking lot | |
| | a. Signage | 2@ \$200 \$400 |
| | b. Labor to install | 2 hours at \$28 per \$56 |
| 3 | Remove inside door and frame | |
| | a. Labor | 2 hours at \$28 per \$56 |
| 4 | Remove vanity in women's bathroom | |
| | a. Labor | 2 hours at \$28 per \$56 |
| 5 | Install new vanity in women's bathroom | |
| | a. New pipes and fittings | 1 hour at \$28 per \$28 |
| | b. Labor | 3 hours at \$28 per \$84 |
| | c. ADA wall mounted bathroom sink | NC \$0 |
| 6 | Entryway electric heater | |
| | a. Labor | 4 hour at \$28 per \$112 |
| | c. Heater | 1 at \$450 \$450 |
| | | \$1,432.33 |

| Current | | |
|----------------|----------------------------------------------------|--------------------------------------------------------------------------------------------|
| 5001 | Goals and Objectives | 4:150 |
| 5002 | Facilities Planning | 4:150 |
| 5003 | Facility Consultants | 4:150 |
| 5004 | Naming Facilities | Not included - could be part of 4:150 |
| 5005 | Building and Facility Safety | Partial 4:170 |
| 5006 | Maintenance Repair of Buildings and Equipment | 4:150 |
| 5007 | Accident Prevention and Safety Procedures | 4:150 and 4:170 |
| 5008 | Use of School Equipment | not included |
| 5009 | Inventories | not included - required by insurance every 10 years and annually reviewed as part of audit |
| 5010 | Emergency Drills | 4:170 |
| 5011 | Vandalism | not included - 4:170 |
| 5012 | Insurance Management - Property | 4:100 - Insurance Management |
| 5013 | Leasing and Rental | Should be stand alone adopted by Board similar to fees |
| 5013P | Leasing and Rental - Rules and Regulations | Should be stand alone adopted by Board similar to fees |
| 5014 | Pesticide and Herbicide Use | 4:160 |
| 5014P | Pesticide and Herbicide Use | 4:160 |
| 5015 | Energy and Resource Management Conservation Policy | 4:150 |
| 2 | | |
| New | | |
| 4:150 | Facility Management and Building Programs | |
| 4:160 | Environmental Quality of Buildings and Grounds | |
| 4:170 | Safety | |

**COMMUNITY HIGH SCHOOL DISTRICT 94
BOARD OF EDUCATION POLICY MANUAL
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Fiscal and Business

- 4:10 Fiscal and Business Management
- 4:15 Identity Protection
- 4:20 Fund Balances
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- 4:45 Insufficient Fund Checks and Debt Recovery
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- 4:60 Purchases and Contracts
- 4:70 Resource Conservation
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Operations

- 4:110 Transportation
- 4:120 Food Services
- 4:130 Free and Reduced-Price Food Services
 - 4:130-E Exhibit - Free and Reduced-Price Food Services; Meal Charge Notifications
- 4:140 Waiver of Student Fees
- 4:150 Facility Management and Building Programs
- 4:160 Environmental Quality of Buildings and Grounds

Safety and Security

- 4:170 Safety
- 4:175 Convicted Child Sex Offender; Screening; Notifications
- 4:180 Pandemic Preparedness

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

Operational Services

Facility Management and Building Programs

The Superintendent shall manage the District's facilities and grounds as well as facility construction and building programs in accordance with the law, the standards set forth in this policy, and other applicable Board of Education policies. The Superintendent or designee shall facilitate: (1) inspections of schools by the Regional Superintendent and State Fire Marshal or designee, and (2) review of plans and specifications for future construction or alterations of a school if requested by the relevant municipality, county (if applicable), or fire protection district.

Standards for Managing Buildings and Grounds

All District buildings and grounds shall be adequately maintained in order to provide an appropriate, safe, and energy efficient physical environment for learning and teaching. The Superintendent or designee shall provide the Board with periodic reports on maintenance data and projected maintenance needs that include cost analysis. This policy is not intended to discourage efforts to improve the appearance of buildings or grounds that are consistent with the designated use of those buildings and grounds.

Standards for Green Cleaning

For each District school with 50 or more students, the Superintendent or designee shall establish and supervise a green cleaning program that complies with the guidelines established by the Illinois Green Government Coordinating Council.

Standards for Facility Construction and Building Programs

As appropriate, the Board will authorize a comprehensive study to determine the need for facility construction and expansion. On an annual basis, the Superintendent or designee shall provide the Board with projected facility needs, enrollment trends, and other data impacting facility use. Board approval is needed for all new facility construction and expansion.

When making decisions pertaining to design and construction of school facilities, the Board will confer with members of the staff and community, the Illinois State Board of Education, and educational and architectural consultants, as it deems appropriate. The Board's facility goals are to:

1. Integrate facilities planning with other aspects of planning and goal-setting.
2. Base educational specifications for school buildings on identifiable student needs.
3. Design buildings for sufficient flexibility to permit new or modified programs.
4. Design buildings for maximum potential for community use.
5. Meet or exceed all safety requirements.
6. Meet requirements on the accessibility of school facilities to disabled persons as specified in State and federal law.
7. Provide for low maintenance costs, energy efficiency, and minimal environmental impact.

LEGAL REF.: 42 U.S.C. §12101 et seq., Americans with Disabilities Act of 1990, implemented by 28 C.F.R. Parts 35 and 36.
20 ILCS 3130/, Green Buildings Act.
105 ILCS 5/2-3.12, 5/10-20.49, 5/10-22.36, 5/10-20.60 (P.A. 100-163, final citation pending), and 5/17-2.11.
105 ILCS 140/, Green Cleaning Schools Act.
105 ILCS 230/, School Construction Law.
410 ILCS 25/, Environmental Barriers Act.
820 ILCS 130/, Prevailing Wage Act.
23 Ill.Admin.Code Part 151, School Construction Program; Part 180, Health/Life Safety Code for Public Schools; and Part 2800, Green Cleaning for Elementary and Secondary Schools.
71 Ill.Admin.Code Part 400, Ill. Accessibility Code.

CROSS REF.: 2:150 (Committees), 2:170 (Procurement of Architectural, Engineering, and Land Surveying Services), 4:60 (Purchases and Contracts), 8:70 (Accommodating Individuals with Disabilities)

ADOPTED:

DRAFT

Operational Services

Environmental Quality of Buildings and Grounds

The Superintendent shall take all reasonable measures to protect: (1) the safety of District personnel, students, and visitors on District premises from risks associated with hazardous materials and (2) the environmental quality of the District's buildings and grounds. Before pesticides are used on District premises, the Superintendent or designee shall notify employees and parents/guardians of students as required by the Structural Pest Control Act, 225 ILCS 235/, and the Lawn Care Products Application and Notice Act, 415 ILCS 65/.

The Superintendent shall notify all employees who must be offered, according to State or federal law, District-paid hepatitis B vaccine and vaccination.

LEGAL REF.: 29 C.F.R. §1910.1030, Occupational Exposure to Bloodborne Pathogens, as adopted by the Illinois Department of Labor, 56 Ill.Admin.Code §350.300(c).
29 C.F.R. §1910.1200, Occupational Safety and Health Administration Hazard Communication Standards, as adopted by 820 ILCS 255/1.5, Toxic Substances Disclosure to Employees Act.
20 ILCS 3130/, Green Buildings Act.
105 ILCS 5/10-20.17a; 5/10-20.48; 135/; and 140/, Green Cleaning School Act.
225 ILCS 235/, Structural Pest Control Act.
415 ILCS 65/, Lawn Care Products Application and Notice Act.
820 ILCS 255/, Toxic Substances Disclosure to Employees Act. (*inoperative*)
23 Ill.Admin.Code §1.330, Toxic Materials Training.

CROSS REF.: 4:150 (Facility Management and Building Programs), 4:170 (Safety)

ADOPTED:

Operational Services

Safety

Safety and Security

All District operations, including the education program, shall be conducted in a manner that will promote the safety and security of everyone on District property or at a District event. The Superintendent or designee shall develop, implement, and maintain a comprehensive safety and security plan that includes, without limitation:

1. An emergency operations and crisis response plan(s) addressing prevention, preparation, response, and recovery for each school;
2. Provisions for a coordinated effort with local law enforcement and fire officials, emergency medical services personnel, and the Board Attorney;
3. A school safety drill plan;
4. Instruction in safe bus riding practices; and
5. A clear, rapid, factual, and coordinated system of internal and external communication.

In the event of an emergency that threatens the safety of any person or property, students and staff are encouraged to follow the best practices discussed for their building regarding the use of any available cellular telephones.

School Safety Drill Plan

During every academic year, each school building that houses school children shall conduct, at a minimum, each of the following in accordance with the School Safety Drill Act (105 ILCS 128/):

1. Three school evacuation drills to address and prepare students and school personnel for fire incidents. One of these three drills shall require the participation of the local fire department or district.
2. One bus evacuation drill.
3. One severe weather and shelter-in-place drill to address and prepare students and school personnel for possible tornado incidents.
4. One law enforcement drill to address a school shooting incident.

Automated External Defibrillator (AED)

The Superintendent or designee shall implement a written plan for responding to medical emergencies at the District's physical fitness facilities in accordance with the Fitness Facility Medical Emergency Preparedness Annual Review

The Board or its designee will annually review each school building's emergency operations and crisis response plan(s), protocols, and procedures, as well as each building's compliance with the school safety drill plan. This annual review shall be in accordance with the School Safety Drill Act (105 ILCS 128/) and the Joint Rules of the Office of the State Fire Marshal and the Illinois State Board of Education (29 Ill.Admin.Code Part 1500).

Carbon Monoxide Alarms

The Superintendent or designee shall implement a plan with the District's local fire officials to:

1. Determine which school buildings to equip with approved *carbon monoxide alarms* or *carbon monoxide detectors*,
2. Locate the required carbon monoxide alarms or carbon monoxide detectors within 20 feet of a carbon monoxide emitting device, and
3. Incorporate carbon monoxide alarm or detector activation procedures into each school building that requires a carbon monoxide alarm or detector. The Superintendent or designee shall ensure each school building annually reviews these procedures.

Soccer Goal Safety

The Superintendent or designee shall implement the Movable Soccer Goal Safety Act in accordance with the guidance published by the IDPH. Implementation of the Act shall be directed toward improving the safety of movable soccer goals by requiring that they be properly anchored.

Unsafe School Choice Option

The unsafe school choice option provided in State law permits students to transfer to another school within the district in certain situations. This transfer option is unavailable in this District because the District has only one school or attendance center. A student who would otherwise have qualified for the choice option, or such a student's parent/guardian, may request special accommodations from the Superintendent or designee.

Lead Testing in Water

The Superintendent or designee shall implement testing for lead in each source of drinking water in school buildings in accordance with the Illinois Plumbing License Law and guidance published by the IDPH. The Superintendent or designee shall notify parent(s)/guardian(s) about the sampling results from their children's respective school buildings.

Emergency Closing

The Superintendent is authorized to close school(s) in the event of hazardous weather or other emergency that threatens the safety of students, staff members, or school property.

LEGAL REF.: 105 ILCS 5/10-20.2, 5/10-20.56, 5/18-12, and 5/18-12.5.
 105 ILCS 128/, School Safety Drill Act, implemented by 29 Ill.Admin.Code Part 1500.
 210 ILCS 74/, Physical Fitness Facility Medical Emergency Preparedness Act.
 225 ILCS 320/35.5, Ill. Plumbing License Law.

CROSS REF.: 4:110 (Transportation), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 4:180 (Pandemic Preparedness), 5:30 (Hiring Process and Criteria), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:

5000 FACILITIES PLANNING/MANAGEMENT

5001 Goals and Objectives

The Board of Education looks upon the non-instructional operations of the district as essential to its central function, which is education. School business and support operations will be designed to support a good educational program.

The Board of Education expects all departments to set high standards for their operations and support the efforts of teachers to provide good instruction. It is the intention of the Board to:

- ensure the proper operation and maintenance of the district's buildings, grounds, vehicles, equipment and services.
- set high standards of safety.
- promote the health of students, staff and visitors.
- reflect the aspirations of the community.
- support environmentally the efforts of staff to provide good instruction.
- encourage, through the Superintendent and staff, the establishment of efficient and businesslike procedures for the management of buildings and grounds, offices, vehicles, equipment, and supplies.
- encourage the establishment of a thorough, effective, and economical maintenance program, including preventive maintenance, that will maximize the useful life of school property, vehicles, buildings, grounds, and equipment.
- encourage adherence to generally accepted management principles, and require adherence to applicable laws and regulations when establishing policies and regulations in these areas.
- Conduct such inspections of the grounds and facility as are required by the Regional Office of Education, insurance companies, district policy, and local codes.

Adopted: August 15, 2000

Revised:

Replaces:

Reference:

5002 Facilities Planning

The district will, on an as-needed basis, conduct appropriate reviews and studies of facility needs. If necessary, professional assistance may be sought.

Criteria considered in such reviews shall include, but not be limited to, the following:

- the extent of use of existing facilities;
- present and projected student enrollment;
- the educational goals and instructional programs of the district;
- the degree of non-school or shared use of the facilities;
- compliance with Federal, State, and local laws, codes, regulations and decisions;
- the age, condition and educational appropriateness of facilities;
- economic conditions, housing starts, birth rates, population growth and other relevant demographic data in the district;
- access to support services;
- available resources.

Adopted: August 15, 2000

Revised:

Replaces:

Reference:

5003 Facility Consultants

It will be the policy of the district that consultants and other appropriate resource personnel from state agencies, colleges, universities, planning laboratories, and consulting firms may be used to augment district personnel when needed and authorized by the Superintendent of schools and the Board of Education. The complexity of providing physical facilities which support a quality educational program makes the utilization of such consultants desirable and beneficial.

Adopted: August 15, 2000

Revised:

Replaces:

Reference:

5004 Naming Facilities

The Board of Education chooses not to name a building or facility after individuals who have made contributions or provided service to the district. It will, however, encourage recognition of individuals in the form of suitable plaques, memorials, establishment of scholarships, purchase of library books or other appropriate commemorations.

When a facility related memorial is to be recommended, the Superintendent will authorize the formation of a committee of administrators, citizens, students and staff members to consider the recommendation.

When a building or facility-related memorial is to be named, the Superintendent will authorize a recommended name to be submitted by the committee to the Board of Education for its formal action:

Adopted: August 15, 2000
Revised:
Replaces:
Reference:

5005 Building and Facility Safety

The program of building and facility safety shall be administered by the Custodial Department in conjunction with the Principal.

Possession of keys shall be in accordance with the following principles:

1. A log of key assignments shall be maintained in the Registrar's office.
2. Duplicate/spare keys shall be maintained in a key file/secure box.
3. Individuals assigned keys may not duplicate or loan keys.
4. All keys must be surrendered when there is no longer a need. The Principal, or his or her designee, shall be responsible to collect all keys at the end of the school year. Athletic coaches shall return keys to the Principal, or his or her designee, within two (2) weeks after the close of the season.
5. Loss of keys must be reported to the Custodial Department and Registrar. Irresponsible use of keys may result in loss of key privileges.
6. Keys should not be loaned to students for any uses.

To ensure the safety of students, employees, visitors, patrons and all others having business with the school district, the following steps shall be taken:

1. All driveway entrances and outside doors shall be posted with any required legal notices.

2. Building administrators shall arrange with the Custodial Department to develop a schedule and procedure for the locking and unlocking of doors.

3. Building administrators shall communicate which doors have been designated to remain open to students, parents, staff and other community members who have need to know.

4. A sign-in and out log shall be maintained in the district's main office and doors.

5. Security personnel shall monitor the building throughout the day under direction of building administration.

6. Badges shall be required for staff, students, and visitors.

Adopted: August 15, 2000

Revised:

Replaces:

Reference:

5006 Maintenance Repair of Buildings and Equipment

The purpose of all property owned by the district is to enhance the educational opportunities available to the district's students. District employees are charged with maintaining such property in a safe and usable condition.

All maintenance and repair of buildings and equipment shall be done through the regular channels outlined by the Custodial Department and approved by the Superintendent.

In cases of emergency, prompt repair shall be made to prevent serious and immediate danger to life, health, safety, or property. In such cases, the person in charge of the building or property involved shall provide for the needed repair service, and promptly report such action to the Custodial Department.

Schedules shall be developed to provide for the periodic regular painting and maintenance of district property.

The district shall maintain the grounds around the school building in a neat, proper, and sanitary condition.

Defacing, destroying or diminishing furniture, books, supplies, equipment, or any aspect of the facility by students will not be tolerated. These offenses must be reported immediately to the office of the Principal.

The Board encourages cooperation between students, citizens, staff, and police to report acts of vandalism and the names, if known, of those responsible.

Students who willfully or maliciously destroy school property through vandalism or arson or who create a hazard to the safety of others on school property may be referred to law enforcement authorities. In addition, students, visitors, and others caught vandalizing school property or otherwise responsible for it, may be suspended or expelled.

Adopted: August 15, 2000
 Revised:
 Replaces:
 Reference:
 Cf: Series 8000 - Students, Paragraph #8001 - Student Suspension & Expulsion Procedures
 Series 9000 – Relations with Parents and Other Citizens/Committees;
 ¶9105/9105P – Police Interrogations and Investigations

5007 Accident Prevention and Safety Procedures

Precautions to protect the safety of all students, employees, visitors, and others present on district property or at school-sponsored events will be taken to guard against accidents.

The Board of Education recommends that staff members adhere to all recommended safety practices. It will be the responsibility of the Superintendent to see that appropriate staff members are kept informed of current Federal, state and local requirements relating to fire prevention, civil defense, sanitation, public health, and occupational safety.

Teachers and other district-appointed personnel will recognize and be particularly observant of conditions that affect the health and safety of students while on school property, or in any other areas where students work or play. Teachers and other

district-appointed personnel will take precautions to protect students and other personnel from accident, injury, or health hazards, and will concern themselves with health and safety instruction as may be appropriate and necessary for the welfare of students and other personnel. Teachers also are expected to make written reports to the Principal of any health or safety hazard that is beyond their power or control.

Accurate and prompt accident reporting is essential if similar accidents are to be prevented from happening again. If there are injuries or damage, prompt reports also are vital in assuring the district, staff, students, visitors, and others of proper insurance coverage.

Therefore, the District requires that an accident report be filed for every accident that occurs on school property, or that involves a school vehicle, students or staff on school-sponsored trips, or staff members on authorized school business trips. Such accident reports are required whether or not there is an injury or damage immediately evident.

For accidents involving students, all district-appointed staff responsible for the student when the accident occurred will file an accident report with the Principal on the same day. Such staff also will report promptly to the Principal any accidents occurring off school grounds or involving school vehicles, to be filed in accordance with procedures developed by the Superintendent.

Accident report forms will be designed and made available in the district offices.

Adopted: August 15, 2000

Revised:

Replaces: EBB – Accident & Safety Procedures, EBB- R – Rules and Regulations related thereto; EBB(a) – Safety Program, EBB(a) – R - Rules and Regulations related thereto; EBB(b) – Swimming Pool Safety; EBB(b) – R – Rules and Regulations related thereto.

Reference:

5008 Use of School Equipment

The use of school equipment, other than ordinary school functions, shall not be assumed to be part of the rental contract for school facilities.

In no case shall school equipment be moved from the building, for non-school activities either on a loan or rental basis, except to members of the staff for educational purposes and classroom use. Staff members shall obtain permission from the Principal before equipment is removed from the building. The Principal will only

approve a request when the use of such equipment is related to the program of instruction.

At the discretion of the Superintendent or his/her designee, school equipment may be used on school property by outside groups or individuals for approved recreational and/or instructional purposes. Use of school equipment off of school property requires Board approval.

All equipment obtained from Federal programs with Federal funds must be appropriately marked; e.g., "Title I – 1993."

Serial numbers of all machines and equipment must be on file in the Principal's office and in the Business Office.

Adopted: August 15, 2000
Revised:
Replaces:
Reference:

5009 Inventories

A complete physical inventory and appraisal of buildings and capital equipment shall be completed every five (5) years by a recognized appraisal firm or as required by insurance companies or law.

Adopted: August 15, 2000
Revised:
Replaces: DIC - Inventories
Reference:

5010 Emergency Drills

The Principal or his/her designee shall be responsible for:

1. Developing and implementing procedures and regulations designed to facilitate the prompt and safe movement of students and staff to the safest practicable location in the event of a fire, tornado, or other emergency.
2. Conducting a series of building and school bus emergency evacuation drills designed to insure the efficient implementation of the procedures and regulations developed pursuant to paragraph 1 above.

3. Filing a written report with the Superintendent regarding each emergency evacuation drill conducted.

4. Reporting to police and fire departments as needed and required.

Adopted: August 15, 2000
 Revised:
 Replaces: EBBC – Emergency Drills
 Reference:

5011 Vandalism

The district's buildings and their contents constitute a major investment on the part of the taxpayers of Community High School District 94. Therefore, it is in the best interests of the district's students and taxpayers to protect that investment from acts of vandalism.

To that end, the Board urges each student and resident of the district to report any act of vandalism to school property of which s/he has knowledge to the Superintendent or Principal or to the West Chicago Police Department. Each employee shall report to the Principal or his/her designee any act of vandalism to school property of which s/he has knowledge, including the names of the perpetrators, if known.

A perpetrator of an act of vandalism to school property shall be held responsible for the full cost of restoring the vandalized property to its original condition. In the event that the perpetrator is a minor, his/her parents or guardians will be held responsible by the District. The Superintendent or his/her designee is authorized by the Board to file a civil suit to recover the cost of repairs or replacement in the event that a perpetrator of an act of vandalism to school property refuses the district's request that s/he reimburse the district for the cost of such repairs or replacement.

The Superintendent or his/her designee is authorized to sign a criminal complaint and to press charges against the perpetrator of an act of vandalism to District 94 property.

Adopted: August 15, 2000
 Revised:
 Replaces: EBCA - Vandalism
 Reference:

5012 Insurance Management – Property

The Board of Education shall maintain multi-peril insurance on the district's buildings and their contents sufficient to protect the district against substantial loss due to fire, floor, theft, vandalism and other perils normally included in such insurance coverage. The value of the district's buildings and contents shall be reviewed annually, and the amount of multi-peril insurance coverage shall be adjusted accordingly.

The Board shall maintain comprehensive and collision automobile insurance on all on-the-road motor vehicles owned by the district.

Adopted: August 15, 2000

Revised:

Replaces: EGC – Insurance Management – Property

Reference:

5013 Leasing and Renting

It shall be the policy of Community High School District 94 to make its facilities available, at reasonable charges, for use by local non-profit civic and service groups for the purpose of providing cultural, recreational, informational, and educational opportunities for the District 94 community. Four user classifications shall be defined in 5013-P, which follows this Policy.

Only usage which is in conformance with the *Illinois School Code* and which can be arranged without interfering with any school function, the safety of students or staff, or the regular school program, and without affecting the property or liability of the District will be permitted.

No District 94 facility may be used for private profit or private advantage, directly or indirectly.

Since it is the policy of the Board to encourage parental interest and participation in school programs, the Superintendent or designee is authorized to grant the use of appropriate facilities without rental charge, except for out-of-pocket expenses incurred by District 94, to school-affiliated organizations such as booster clubs and parent-teacher associations.

In order to encourage and facilitate community use of District facilities for recreational and educational purposes on a continuing basis, the Superintendent or designee shall be authorized to grant the use of appropriate facilities without rental charge, except for out-of-pocket expenses incurred by District 94, to park districts located within the boundaries of District 94, provided that the park district programs offered in District 94 facilities are available to all residents of District 94 on an equal basis.

The Superintendent or designee is authorized to grant the use of facilities without rental charge to an elementary school district located within the boundaries of District 94 for programs or activities related to the basic educational programs of the elementary school district. An elementary district that uses District 94 facilities for an activity that has fundraising as an objective shall be required to pay the actual costs incurred by the district.

A set of regulations to implement this policy shall be developed and shall include, but not be limited to:

1. A procedure for processing requests to use District 94 facilities.
2. A fee shall be charged for the use of school facilities pursuant to fee schedules that shall be approved from time to time by the School Board. Fee schedules shall be based on the District's reasonable costs of making the requested facility available, and shall take into account such matters as utilities, use of District personal property (e.g., tables, chairs, office supplies, etc.); requested or required set-up and tear-down by the District personnel; clean-up by District personnel; use of audio, visual, lighting, multi-media, computer and/or similar systems; the cost to repair or replace any District property that may be damaged as a result of an accepted use; and such other matters as may be determined by the Board.
3. A procedure for insuring District 94 is adequately protected from liabilities that could result from usage of its facilities.
4. Provisions for insuring that adequate supervision is provided.
5. Reasonable curfews designed to protect the District's neighbors and provide adequate time for cleaning and maintenance.
6. Such rules regarding smoking, safety, equipment usage, the sale and/or consumption of food and other matters as may be necessary to protect the interests of District 94 and those who use its facilities.

Adopted: December 18, 2007

Revised: March 20, 2001, July 16, 2001, September 4, 2007

Replaces: 5013 Leasing – Rules and Regulations (Adopted March 20, 2001)

Reference: *See also* ¶5013P Leasing and Renting – Rules and Regulations; ¶9400 – Use of Facilities/Equipment

5013P Leasing and Renting – Rules and Regulations

1. Classifications – Individuals and organizations requesting the use of building facilities shall be classified as follows:

| Classification | Costs When no Admission Fee is Charged | Costs When Admission Fee is Charged |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|
| A. Official school-sponsored activities and organizations conducting activities to directly support District 94. (Education Foundation, Boosters, Athletic Conference Meetings, etc.) | None | None |
| B. Organizations and/or Government units serving the District which offer an equitable exchange of services and/or facilities and are supported by local taxes. (Park District, Police and Fire, Federal Agencies, etc.) | Personnel | Personnel and 20% of Standard Rental Rate |
| C. Non-profit, social, civic, religious, educational, and/or athletic organizations primarily serving District residents and whose purposes in some degree parallel those of District 94. (i.e. Feeder Groups not directly sponsored by the park district) | Personnel, Equipment, and 20% of Standard Rental Rate | Personnel, Equipment, and 50% of Standard Rental Rate |
| D. Any organization not included in the above. | Standard Rental Rate, Personnel, and Equipment Costs | Full Rental Rate +10%, Personnel, and Equipment Costs |

2. General Conditions – Organizations wishing to use District 94 facilities shall:

A. file a written and/or on-line request with the designated school official specifying the specific facilities requested and the time(s) and date(s) of the proposed use. All requests are subject to the availability of the facilities requested, and shall be granted on a first-come/first-serve basis, except that requests from feeder elementary school districts, park districts located within the boundaries of District 94 and school-affiliated organizations shall be given preference.

B. agree to indemnify, defend, and otherwise hold Community High School District 94 harmless for any violations of law by the organization, or any claims by any person, partnership, corporation, or association for injuries or damage to persons or property.

C. furnish a certificate of insurance (Public Liability, Property Damage, and any other insurance coverages required by applicable law) to guarantee payment of any claims for injuries or damage to persons or property that occur during, or arise from, use of the premises by the renting organization. Said coverage shall insure the renting organization in an amount not less than \$100,000 for injuries to one person and \$300,000 for injuries to more than one person and \$25,000 for property damage, including damage to school property, or any amount of coverage required by applicable law. The certificate of insurance shall name the school district as an additional insured without limitation and with full coverage under the policy, and shall be furnished before the renting organization enters upon school facilities under the terms of the rental agreement. The insurance shall be with a company and in form satisfactory to the designated school official.

D. agree to pay for any damage to school property.

E. not permit the selling, giving, or drinking of any alcoholic beverage, or unlicensed or illegal gambling of any form on District premises. Eligible organizations within classifications A, B or C may conduct raffles, bingo, or charitable games (as defined by State law), provided that they have obtained all required licenses and permits, and have met all other requirements of applicable law for conducting same. "Charitable games" is currently defined by State law to mean "the 14 games of chance involving cards, dice, wheels, random selection of numbers, and gambling tickets which may be conducted at charitable games events listed as follows: roulette, blackjack, poker, pull tabs, craps, bang, beat the dealer, big six, gin rummy, five card stud poker, chuck-a-luck, keno, hold-em poker, and merchandise wheel." (230 ILCS 30/2)

F. not permit smoking in the District's buildings or on District grounds.

G. vacate the property by 11:00 p.m. on weekdays and Saturdays, and 6:00 p.m. on Sundays.

H. seek and receive prior approval from the designated school official for the sale of concessions or any other commodity.

I. reach an agreement with school officials prior to the date of use regarding the distribution of literature.

J. confine the attending group to the area rented by the organization.

K. provide supervision and security as deemed necessary by school officials.

L. strictly observe the time limits in the contract.

M. deposit a sum equal to the total fee including rental, personnel services and equipment, at least five (5) days in advance of use, except in the case of agreements for regular weekly use over a period of four or more weeks or at the discretion of the designated school official.

N. designate an official of the organization to be responsible for contract administration and prior arrangements and to assume responsibility for all decisions when the facilities are being used; said official to be a resident of District 94 and at least 21 years of age.

3. Schedule of Fees

All fees listed below include basic custodial support only if a custodian would normally be present and the support would not prevent the employee from completing their assigned duties. These fees also do not include a/v services, specialized lighting other than typical overhead lighting, and specialized equipment such as scoreboards, timers, computers, or monitors.

A. Facility Costs

| Facility | Class A | Class B | | Class C | | Class D | |
|---------------------------------------------------|---------|---------|---------|---------|----------|----------|----------|
| | | w/o Fee | w/ Fee | w/o Fee | w/ Fee | w/o Fee | w/ Fee |
| WEYRAUCH AUDITORIUM Capacity: 583 Seats | | | | | | | |
| 1 st Hour | \$- | \$- | \$39.00 | \$39.00 | \$97.50 | \$195.00 | \$214.50 |
| Each Additional Hour | \$- | \$- | \$15.00 | \$15.00 | \$37.50 | \$75.00 | \$82.50 |
| BISHOP GYM Capacity: 1,480 Seats (N) | | | | | | | |
| 1st Hour | \$- | \$- | \$40.00 | \$40.00 | \$100.00 | \$200.00 | \$220.00 |
| Each Additional Hour | \$- | \$- | \$15.00 | \$15.00 | \$37.50 | \$75.00 | \$82.50 |
| Additional Seating Capacity: 580 Seats (S) | | | | | | | |
| One time fee | \$- | \$- | \$17.00 | \$17.00 | \$42.50 | \$85.00 | \$93.50 |
| Scoreboard & PA Per Hour | \$- | \$- | \$5.00 | \$5.00 | \$12.50 | \$25.00 | \$27.50 |
| SMALL GYMNASIUM Capacity: 415 Seats | | | | | | | |
| 1 st Hour | \$- | \$- | \$30.00 | \$30.00 | \$75.00 | \$150.00 | \$165.00 |
| Each Additional Hour | \$- | \$- | \$12.00 | \$12.00 | \$30.00 | \$60.00 | \$66.00 |
| FIELDHOUSE (All 3 Sections) | | | | | | | |
| 1st Hour | \$- | \$- | \$30.00 | \$30.00 | \$75.00 | \$150.00 | \$165.00 |
| Each Additional Hour | \$- | \$- | \$18.00 | \$18.00 | \$45.00 | \$90.00 | \$99.00 |
| FIELDHOUSE (1 Section) | | | | | | | |

| Facility | Class A | Class B | | Class C | | Class D | |
|-----------------------------------------------------------------------------------|-------------------------|---------|---------|---------|----------|----------|----------|
| | | w/o Fee | w/ Fee | w/o Fee | w/ Fee | w/o Fee | w/ Fee |
| 1st Hour | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| Each Additional Hour | \$- | \$- | \$6.00 | \$6.00 | \$15.00 | \$30.00 | \$33.00 |
| CAFETERIA (Dining Area Only) Capacity: 493 | | | | | | | |
| 1st Hour | \$- | \$- | \$20.00 | \$20.00 | \$50.00 | \$100.00 | \$110.00 |
| Each Additional Hour | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| STAFF DINING ROOM Capacity: 65 | | | | | | | |
| 1st Hour | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| Each Additional Hour | \$- | \$- | \$8.00 | \$8.00 | \$20.00 | \$40.00 | \$44.00 |
| CLASSROOM Capacity: 25 | | | | | | | |
| 1st Hour | \$- | \$- | \$8.00 | \$8.00 | \$20.00 | \$40.00 | \$44.00 |
| Each Additional Hour | \$- | \$- | \$7.00 | \$7.00 | \$17.50 | \$35.00 | \$38.50 |
| DOUBLE CLASSROOM Capacity: 60 | | | | | | | |
| 1st Hour | \$- | \$- | \$12.00 | \$12.00 | \$30.00 | \$60.00 | \$66.00 |
| Each Additional Hour | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| MEMORIAL STADIUM (Bleachers, Field & Track) Capacity: 3,000 | | | | | | | |
| 1st Hour | \$- | \$- | \$40.00 | \$40.00 | \$100.00 | \$200.00 | \$220.00 |
| Each Additional Hour | \$- | \$- | \$15.00 | \$15.00 | \$37.50 | \$75.00 | \$82.50 |
| Lights Per Hour | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| Scoreboard & PA Per Hour | \$- | \$- | \$5.00 | \$5.00 | \$12.50 | \$25.00 | \$27.50 |
| ADDITIONAL AREAS (Per Hour) | | | | | | | |
| Wrestling Room Capacity: 75 | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| Dance Studio 40 | \$- | \$- | \$10.00 | \$10.00 | \$25.00 | \$50.00 | \$55.00 |
| Indoor Concession Stand | \$- | \$- | \$8.00 | \$8.00 | \$20.00 | \$40.00 | \$44.00 |
| Outdoor Concession Stand | \$- | \$- | \$12.00 | \$12.00 | \$30.00 | \$60.00 | \$66.00 |
| Locker Room (No Towels) | \$- | \$- | \$5.00 | \$5.00 | \$12.50 | \$25.00 | \$27.50 |
| FITNESS AREAS* SWIMMING POOL * | * See Separate Schedule | | | | | | |

B. Equipment Costs

| Equipment (Per Hour) | Class A | Class B | | Class C | | Class D | |
|------------------------|---------|---------|--------|---------|---------|---------|---------|
| | | w/o Fee | w/ Fee | w/o Fee | w/ Fee | w/o Fee | w/ Fee |
| Portable PA System | \$- | \$- | \$- | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| Standard PA System | \$- | \$- | \$- | \$20.00 | \$20.00 | \$20.00 | \$20.00 |
| Scoreboard & PA System | \$- | \$- | \$- | \$25.00 | \$25.00 | \$25.00 | \$25.00 |

| Equipment (Per Hour) | Class A | Class B | | Class C | | Class D | |
|---------------------------------|---------|---------|--------|---------|---------|---------|---------|
| | | w/o Fee | w/ Fee | w/o Fee | w/ Fee | w/o Fee | w/ Fee |
| Portable Scoreboard | \$- | \$- | \$- | \$15.00 | \$15.00 | \$15.00 | \$15.00 |
| Volleyball Standards (Each Set) | \$- | \$- | \$- | \$15.00 | \$15.00 | \$15.00 | \$15.00 |
| Hitting Tunnel | \$- | \$- | \$- | \$30.00 | \$30.00 | \$30.00 | \$30.00 |
| Award Stand | \$- | \$- | \$- | \$15.00 | \$15.00 | \$15.00 | \$15.00 |
| Choral Risers | \$- | \$- | \$- | \$75.00 | \$75.00 | \$75.00 | \$75.00 |
| Piano | \$- | \$- | \$- | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| Band Shell | \$- | \$- | \$- | \$75.00 | \$75.00 | \$75.00 | \$75.00 |
| CD Player | \$- | \$- | \$- | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| VCR/DVD | \$- | \$- | \$- | \$15.00 | \$15.00 | \$15.00 | \$15.00 |
| Podium and Microphone | \$- | \$- | \$- | \$20.00 | \$20.00 | \$20.00 | \$20.00 |
| Movie Screen and LCD Projector | \$- | \$- | \$- | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| Overhead Projector | \$- | \$- | \$- | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| Slide Projector | \$- | \$- | \$- | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| Portable Technology Cart | \$- | \$- | \$- | \$50.00 | \$50.00 | \$50.00 | \$50.00 |

C. Personnel Costs

| Personnel (Per Hour) | Class A | Class B | | Class C | | Class D | |
|------------------------|---------|----------|----------|----------|----------|----------|----------|
| | | w/o Fee | w/ Fee | w/o Fee | w/ Fee | w/o Fee | w/ Fee |
| Custodial Foreman | \$- | \$46.00 | \$46.00 | \$46.00 | \$46.00 | \$46.00 | \$46.00 |
| Custodian | \$- | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| Audiovisual Technician | \$- | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| Lighting Technician | \$- | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| Event Supervisor | \$- | \$42.00 | \$42.00 | \$42.00 | \$42.00 | \$42.00 | \$42.00 |
| A.F. Security | \$- | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 |
| Uniformed Officer | \$- | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 |
| EMS | \$- | \$120.00 | \$120.00 | \$120.00 | \$120.00 | \$120.00 | \$120.00 |

Personnel Costs are for the actual duration of the event.

If extended set-up or clean-up is required the party renting the facilities will be billed accordingly.

4. Facilities Use Agreement – A written agreement between the user and Community High School District 94 shall be executed prior to the date of use of District 94 facilities by any non-school group. Said agreement shall be on forms provided by the school district with one copy to be retained by the school district and one copy forwarded to the user.

Any area in which there could be a conflict of interest with regard to the lease of any portion of the building related to the current responsibility of an employee, the facilities use agreement must also be approved and signed by the Assistant Principal in charge of facilities and the Director of Business Services unless the conflict occurs with one of them — in which case approval and a

signature must also be obtained from the Superintendent. When an actual conflict of interest exists, the responsibility for scheduling that facility should be assigned to another administrator.

Adopted: December 18, 2007
Revised: March 20, 2001, July 16, 2001, September 4, 2007, June 21, 2016
Replaces: 5013 Leasing – Rules and Regulations (Adopted-July 16, 2001)
Reference: *See Also* ¶5013 – Renting and Leasing; ¶9400 – Use of Facilities/Equipment

5014 Pesticide and Herbicide Use

Due to increasing environmental and health concerns, the General Assembly has required schools to have an “Integrated Pest Management Program” which attempts to prevent infestations and regulates usage of pesticides and herbicides.

1. The maintenance staff of the district shall make every effort to inspect, identify, monitor, evaluate, and control vermin, pests, as well as their method of entry within our buildings. The Head Custodial Foreman shall serve as the District’s “Integrated Pest Management Coordinator” or (IPMC).
2. The District’s IPMC shall solicit and keep a list of parents, students, and staff members who wish to receive written notification prior to any application of pesticides to any school property, or herbicides on any school grounds. Such notification will take place a minimum of two (2) business days prior to the application of the pesticide or herbicide, and must include the name of the chemical sprayed, the intended date of application, and the name and telephone number of the IPMC. Notification may take place via letters, newsletters, bulletins or calendars – whichever is most convenient for the school district.
3. All pesticides/herbicides shall be stored in locations designated by the district’s IPMC. Only chemicals registered within the Illinois Department of Agriculture, as well as the U.S. Environmental Protection Agency may be approved, by the IPMC, for use.
4. Staff may report vermin infestations using regular request for maintenance forms.
5. The IPMC, or his/her designee, shall maintain a list of inspection, application, and extermination data in a central file.

6. The law does not require notification for use of antibacterial or antimicrobial agents, disinfectants, or deodorizers; nor insecticides such as ant, spider or bee spray; nor rodent/roach traps or baits.

Adopted: February 20, 2001

Revised:

Replaces:

Reference: 2215 ILCS 235/1, et seq., and 415 ILCS 65/1, et seq.

5014P Pesticides and Herbicide Use

1. Definitions

A. Pests –

Pests are populations of living organisms (animals, plants, or microorganisms) that interfere with the human purpose for the school site. All pests do not pose a danger or problem to people or property. Strategies for managing pest populations will be influenced by the pest species and the threat they pose to people, property or the environment.

B. Pest Management –

Pests will be managed to:

- reduce any potential human health hazard or to protect against a significant threat to public safety.
- prevent loss or damage to the school site or structures located on the school site.
- prevent pests from spreading in the community or to plant and animal populations beyond the school site.
- enhance the quality of life for students, staff, and others.
- Integrated Pest Management Procedures.

An Integrated Pest Management Program (“IPMP”) consists of a cycle of inspecting, identifying, monitoring, evaluating, and choosing the appropriate method of control. Routine inspection and accurate identification of pests are vital steps to ensure that control methods are effective. Once the pest has been identified and the source of its activity pinpointed, habitat modifications – primarily exclusion, repair and sanitation efforts – may greatly reduce the prevalence of the pest. Monitoring includes inspecting areas for pest evidence, entry points, food, water and harborage sites, and estimating pest population levels. The information gained through monitoring is evaluated to determine

whether the action threshold has been exceeded and what needs to be done in the way of prevention.

Integrated Pest Management (“IPM”) procedures will determine when to control pests and whether to use mechanical, physical, chemical, cultural or biological means. Applying IPM principles prevents unacceptable levels of pest activity and damage through the most economical means and with the least possible hazard to people, property and the environment.

It is the policy of Community High School District 94 to utilize IPM principles to adequately manage pest populations. Selected non-chemical pest management methods will be implemented whenever possible. The full range of alternatives, including no action, will be considered.

The choice of using a pesticide will be based on a review of all other available options and a determination that those options alone are not acceptable or not feasible. The least hazardous material will be chosen when it is determined that a pesticide must be used to meet important management goals. The application of such pesticides is subject to the *Federal Insecticide, Fungicide and Rodenticide Act* (7 USC 136 et seq.), district policies and procedures, U. S. Environmental Protection Agency (USEPA) regulations in 40 CFR, Occupational Safety and Health Administration regulations, and state and local regulators.

2. Integrated Pest Management Coordinator –

The district’s Head Custodial Foreman shall be the Integrated Pest Management Coordinator (“IPMC”). The IPMC’s duties include:

- ensuring periodic inspections are conducted.
- receiving and evaluating written reports of pests from staff members.
- formulating plans to eliminate pests that pose a danger to the health and safety of students and staff or may damage district buildings or grounds.
- considering applicator, student and staff safety, effectiveness, costs, potential liability and time commitment when determining actions to be taken.
- coordinating pesticide applications with activities conducted in district buildings so as to minimize exposure to students and staff.
- maintaining written records of inspections, reports of pests, actions taken to eliminate pests, and pesticide applications.

3. Inspections –

The most important component of the district's IPMP is the periodic comprehensive inspection of key areas. The inspection must be done at least monthly and shall be done more often if needed.

A. Inspections by Trained Staff –

Inspections must be conducted by trained staff members who:

- 1) know the life cycle and habits of the pests commonly found in district buildings or on district grounds.
- 2) know the signs of the pests that are most likely to be found in district buildings or on district grounds;
- 3) are familiar with how pests can enter district buildings; and
- 4) can identify or obtain an accurate identification of any specimen.

B. Inspections When No Trained Staff –

Inspections may also be conducted by a commercial pest control professional or a member of a local Board of Health.

C. Areas to be Inspected –

- kitchens and food storage areas
- cafeterias
- dumpsters and areas where refuse is stored
- rest rooms
- locker rooms, including lockers
- entrances and hallways
- student lockers
- rooms or areas located above and below infested areas
- boiler rooms
- large machinery
- employee lounges
- janitorial closets

4. Monitoring of Areas Susceptible to Pests –

A. Required Monitoring

Areas that are susceptible to pests, or where pests have been found in the past, shall be monitored. The IPMC shall assign staff to assist by monitoring

specific areas at specific intervals (See Appendix 1). The length of the intervals shall depend on whether the area is one that is highly susceptible to pests or whether there has been evidence of pests in the past. Monitoring can be done through visual inspections, spring traps, glue traps or other methods that trap pests.

B. Results of Monitoring Reported to IPMC

Each time a pest monitoring is conducted, the results shall be reported to the IPMC. The results of monitoring which is done on a frequent schedule, such as daily, may be reported on some specific schedule; i.e., weekly, every tenth inspection. All sightings of pests shall be reported on a Pest Sightings Report. The Report used by the district's exterminator can be used by district employees. All other sightings of any kind shall be reported in writing and shall identify the area inspected, and whether evidence of pests were sighted even if no pests were sighted or other relevant information discovered. The IPMC shall review monitoring reports and determine if further action is required.

5. Prevention of Pest Problems

Successful use of pest prevention measures will decrease the need to use pesticides. There are various ways that pest problems can be prevented, including improved sanitation, management of waste, addition of physical barriers and modification of habitats that attract or harbor pests. Any prevention methods that are used shall be documented on a Record of Pest Control Procedures sheet (see Appendix 2) so the methods can be evaluated. Pest prevention methods will include:

A. Entryways (doorways, overhead doors, windows, holes in exterior walls, openings around pipes, electrical fixtures or ducts).

- Keep doors shut when not in use.
- Place weather stripping on doors and maintain tight door thresholds.
- Caulk and seal openings in walls and seal utility cases.
- Install or repair screens.
- Install air curtains, when applicable.
- Keep vegetation, shrubs and wood mulch at least eighteen (18) inches away from structures.

B. Classrooms and Offices (classrooms, laboratories, administrative offices, auditoriums, gymnasiums and hallways).

- Allow food and beverages only in designated areas. If students are allowed to keep lunches in lockers, food shall never be left in lockers overnight.

- If indoor plants are present, keep them healthy. Occasionally, indoor plants may be a source of pests. When small insect infestations appear, remove them manually. If manual removal is not possible, use insecticidal soaps or insecticides that are not volatile. It may be necessary to move the plant to an unoccupied room for treatment.
- Keep areas as dry as possible by removing standing water, and water damaged or wet materials.
- In the science lab, store animal foods in tightly sealed containers and clean cages regularly. Remove dust and debris in all areas.
- Clean lockers and desks routinely. Check under desks for gum.
- Vacuum carpeted areas frequently.
- If students get head lice, consult your local health department and have their parents contact a physician. Discourage students from exchanging hats or caps at school.

C. Food Preparation and Serving Areas (dining rooms, main kitchen, teachers' lounge, home economics kitchen, snack area, vending machines and food storage rooms).

- Store food and waste in containers that are inaccessible to pests. Food shall be stored on non-wood racks and shall not be stored on the floor. Containers must have tight lids and be made of plastic, glass or metal. Waste should be removed at the end of each day.
- Place screens on vents, windows, and floor drains to prevent cockroaches and other pests from using unscreened ducts or vents as pathways.
- Create inhospitable living conditions for pests by reducing availability of food and water; remove food debris, sweep up all crumbs, fix dripping faucets and leaks and dry out wet areas.
- Improve cleaning practices, including promptly cleaning food preparation equipment after use and removing grease accumulation from vents, ovens and stoves. Use caulk or paint to seal cracks and crevices.
- Capture rodents by using mechanical or glue traps. Place traps in areas inaccessible to children. Mechanical traps, including glue boards, used in rodent control must be checked daily if there is existing infestation. Dispose of killed or trapped rodents within 24 hours.
- Raccoons, squirrels and bats are protected animals. The only people who can remove them from a district building or district grounds is a specialist licensed by the Illinois Department of Natural Resources.

D. Rooms and Areas with Extensive Plumbing (bathrooms, rooms with sinks, locker rooms, dishwasher rooms, swimming pools and greenhouses).

- Promptly repair leaks and correct other plumbing problems to deny pests access to water.
- Routinely clean floor drains, strainers and grates. Seal pipe chases.
- Keep areas dry. Avoid conditions that allow formation of condensation. Areas that never dry out are conducive to molds and fungi. Increasing ventilation may be necessary.
- Do not store paper products or cardboard boxes near moist areas, directly on the floor, or against the wall.

E. Maintenance Areas (boiler room, mechanical room, janitorial housekeeping areas and pipe chases).

- Promptly clean mops and mop buckets after use; dry mop buckets and hang mops vertically on a rack above a floor drain.
- Allow eating in designated areas only.
- Clean trash cans regularly, use plastic liners and secure lids.
- Keep areas as clean and dry as possible and remove debris.

F. Playgrounds, Parking Lots, Athletic Fields, Loading Docks, and Refuse Dumpsters

- Regularly clean trash containers and gutters and remove all waste.
- Secure lids on trash containers.
- Repair cracks in pavement and sidewalks.
- Provide for adequate drainage away from the structure and on the grounds.

6. Use of Pesticides –

A. Applying Pesticides Judiciously

Pest management shall be achieved through nontoxic, biological, cultural, mechanical or natural control methods to the greatest extent possible. Pesticides may be used when other methods are not successful or practical. All pesticide use must be approved by the IPMC. The IPMC must consider the toxicity of the product and application techniques before approving any pesticide use. Because excessive or improper application of pesticides can cause injury, these materials should be applied by qualified applicators in a manner to ensure maximum efficiency with minimal hazard. Pesticides should be applied only when occupants are not present in areas where they are applied.

Although the USEPA registers pesticides for use within the United States, registration should not be taken to mean that a particular pesticide is “safe” under all conditions of use. Pesticide label directions must be read and followed and exposure to people and non-target species of animals and plants must be minimized.

B. Procedures for Applying Pesticides

The following general recommendations must be followed to minimize exposure to people and other non-target species when the application of pesticides is considered:

- All pesticides used in Illinois must be registered by the USEPA and the Illinois Department of Agriculture.
- Read and follow all label directions.
- If possible, choose a pesticide that is as target-pest specific as possible; i.e., intended for the pest you are trying to control, rather than a broad spectrum pesticide.
- Do not use sprays, foggers or volatile formulations. Instead, use baits and crack and crevice applications. Look for crack and crevice label instructions and how to apply the pesticide. These treatments maximize the exposure of the pest to the pesticide while minimizing the pesticide exposure for the occupants.
- Place all rodenticides regardless of packaging in locations not accessible to children and non-target species or in tamper-resistant bait boxes. Outdoors, bait may be placed inside the entrance of an active rodent burrow and the burrow entrances should then be caved-in or buried over the bait to prevent non-target access to the bait. Securely lock or fasten shut the lids of all bait boxes. Place bait in the baffle-protected feeding chamber of the box and never in the runway of the box.
- Apply only when students and staff are not in the areas where the pesticide will be applied. Note any re-entry time limits listed on the label and be aware that some residues can remain long after application.
- Properly ventilate areas after pesticide application. Ensure that the ventilation system will not spread pesticide or its fumes to other parts of the building.
- Use proper protective clothing or equipment when applying pesticides.
- Keep copies of current pesticide labels, consumer information sheets and Material Safety Data Sheets (MSDS) accessible.

C. Notification of Pesticide Application to Students and Parents

The IPMC shall keep a registry of parents, guardians of students and staff members who have registered to receive written notification prior to any application of pesticides to any school structure or on any school grounds. Written notification can be given to each specific person who requested written notice or to all parents, guardians and staff in newsletters, bulletins, calendars or other general correspondence. Notification is not required for antimicrobial agents such as disinfectants, sanitizers or deodorizers, or for insecticides or rodenticide baits. Written notice must be given at least two business days before the pesticide application. It must identify the date of the pesticide application and the phone number for the IPMC.

Prior written notice is not required if the pesticide application is in response to an imminent threat to health or property provided the IPMC signs a statement describing the health threat or notice is given as soon as practicable.

D. Storing Pesticides

Pesticides shall not be stored in school buildings unless they are stored in places that are locked and inaccessible to all unauthorized personnel. Pesticides must be stored in spaces that are physically separated and closed off from occupied spaces and which have adequate ventilation. Notice of the presence of pesticides shall be posted outside of the storage area. Storage spaces must be ventilated directly to the outside. Precautions must be taken to ensure that air in the storage space is not mixed with the air of the central ventilation system.

All pesticides must be stored in their original containers and lids shall be tightly secured. All childproof caps shall be properly fastened. Pesticides shall not be stored in places where flooding is possible or which may be reached by leaking water. Pesticides shall not be stored near any ignition source.

6. Recordkeeping

Accurate records on inspections, identification of pests and monitoring will show improvements in contaminated environments such as less food, water or shelter, physical changes to infested parts of buildings and changes in pest populations. Such information will enable the IPMC to make good pest management decisions. The IPMC shall keep the following records:

- A copy of the IPMP.
- A copy of the current EPS-registered label and the current MSDS for each pesticide product used on school property.

- Pest surveillance data sheets that record in a systematic fashion the type and number of pests or other indicators of pest population levels revealed by the monitoring program for the site.
- Some record, such as a diagram, noting the location of pest activity including the location of all traps, trapping devices, and bait stations in or around school buildings.

Adopted: February 20, 2001

Revised:

Replaces:

Reference:

MONITORING ASSIGNMENTS
(Appendix 1)

| Area | Custodians and Maintenance | Teachers and Aides | Kitchen Staff | Lunchroom Staff | Exterminator (If Used) |
|-----------------------------------|-------------------------------------------|-----------------------------------|--------------------------|----------------------------|-----------------------------------|
| Kitchen | X | | X | | X |
| Food Storage Areas | X | | X | | X |
| Lunchroom/ Dining Areas | X | X | | X | X |
| Restrooms | X | X | | | |
| Classrooms | X | X | | | |
| Locker Rooms/ Showers | X | X | | | X |
| Gym | X | X | | | |
| Swimming Pool | X | X | | | |
| Student Lockers | X | | | | |
| Delivery Areas | X | | X | | X |
| Refuse Storage Areas | X | | | | X |
| Entrances/ Hallways | X | X | | | |
| Utility Rooms/ Janitor Closets | X | | | | X |
| Staff Lounges | X | X | | | |
| Outdoors | X | X | | | |
| Other | X | | | | |

Adopted: February 20, 2001

RECORD OF PEST CONTROL PROCEDURES
(Appendix 2)

| Method of Control | Comments | |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Pesticide <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, time and date of application: | Site of Application: Pesticide Used: Target Pest(s): | Application Method: Common Name & EPA Registration # Amount Used: Expected Results: |
| Non-chemical Control <input type="checkbox"/> Yes <input type="checkbox"/> No | Time and Date: Target Pest(s): | Site: Method of Control: |
| Traps <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, method: | Location of traps: Expected results: | |
| Mechanical Exclusion <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, method: | Building/equipment repairs: Harborage reduction: | Screening: Other: |
| Procedural Changes <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, method: | Merchandise storage: Food handling: Housekeeping: Expected results: | Waste disposal: Equipment Cleaning: Recycling Programs: |

Adopted: February 20, 2001

5015 Energy and Resource Management Conservation Policy

The Board of Education embraces energy and resource conservation and believes it to be our responsibility to ensure that every reasonable effort is made to conserve energy and natural resources while exercising sound financial management.

The Board recognizes the importance of adopting an energy management and conservation policy in order to govern this program. We also affirm the implementation of this policy will be the joint responsibility of the Board, administration, faculty, staff, students, support personnel, and outside consultants. Success is based on cooperation at all levels.

Accurate records of energy consumption and cost will be maintained by the District's Business Office in order to provide verifiable performance information to the Board and Administration on the goals and progress of the energy and resource conservation program.

The Superintendent, or his/her designee, will be accountable for energy and resource management with audits being conducted and feedback provided by the consulting team.

To ensure the overall success of the energy and resource management program, the following specific areas of emphasis will be adopted:

1. Energy Education will administer its energy conservation and management program primarily through the Energy Education Specialist team and Administrators.
2. The Board of Education expects all personnel to make a positive contribution to maximize energy and resource conservation and reduce energy and resource costs.
3. Administrative "Energy and Resource Guidelines" will be posted that define the "rules of engagement" in implementing our energy program.

Further, to promote a safe, healthy learning environment and to complement the energy and resource management program, the District's Business Office shall review and adhere to the preventive maintenance and monitoring plan administered by the physical plant for its facilities and systems, including HVAC, building envelope, and moisture management.

The Board of Education is responsible for providing resources for the operations and fiscal accountability of the District.

The Board has engaged Energy Education, Inc. to use its expertise to develop and implement a comprehensive, people-based conservation program at District 94.

The Superintendent, or his/her designee, will develop and implement short- and long-range strategies to maximize energy and resource conservation.

Adopted: August 17, 2010
Revised:
Replaces:
Reference:

EXECUTIVE SUMMARY

This summary provides an overview of the Schematic Design Estimate prepared by Pepper Construction and reconciled with DLA Architects, Ltd. for the proposed addition and renovations to West Chicago High School. Our estimate is based on DLA Architects, Ltd. Schematic Design Documents and Revit model dated April 16, 2018. It includes all construction hard costs and owner soft costs.

In addition, we included contingency and escalation values that are intended to protect the budget and allow for adjustments as the team proceeds into the Design Development phase.

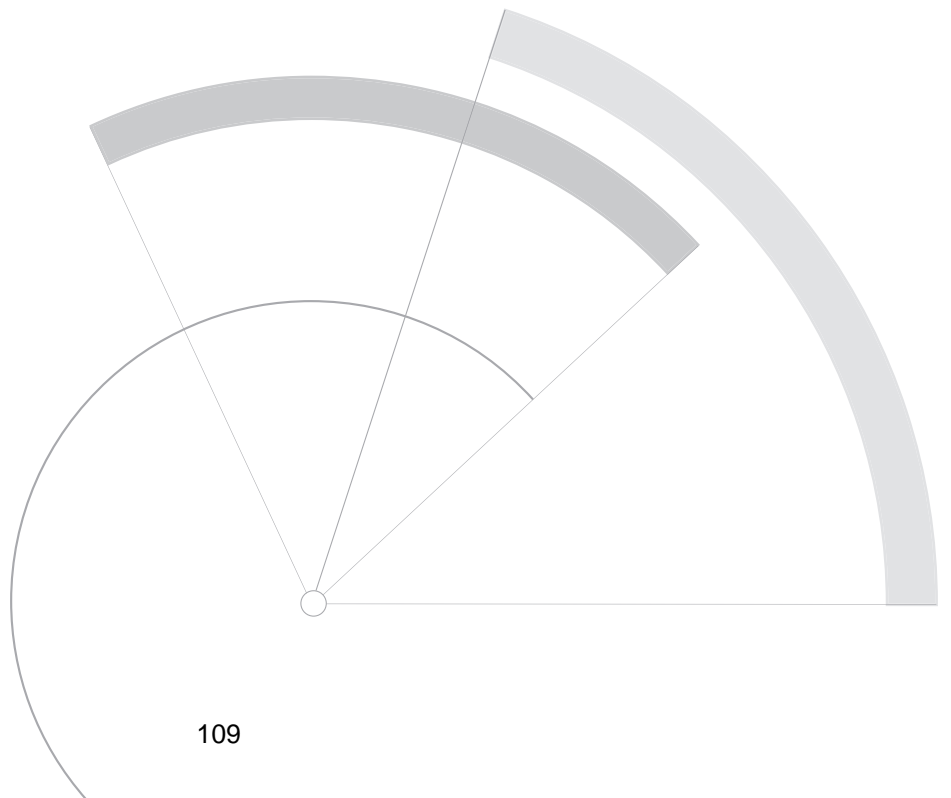
| CONSTRUCTION ESTIMATE TOTAL | | | \$32,737,611 |
|--------------------------------------|-------|-------------|---------------------|
| Includes 2017 Summer Work | | | |
| CONTINGENCY AND ESCALATION | | | |
| Performance and Payment Bonds | 1.25% | \$331,271 | |
| Escalation | 1.5% | \$391,650 | |
| Contingency | 7% | \$1,708,132 | |
| Contingency/Escalation/Bonds | | | \$35,168,664 |
| OTHER CONSTRUCTION COSTS | | | |
| CM Services | LS | \$1,415,296 | |
| Builder's Risk Insurance | LS | \$30,000 | |
| General Liability Insurance | 1% | \$260,182 | |
| CM Fee | 2.25% | \$591,887 | |
| CM Costs/Insurance/Fee | | | \$2,297,365 |
| Total Hard Construction Costs | | | \$37,466,029 |
| Owner Soft Cost Totals | | 9.3% | \$2,532,984 |
| Total Project Estimate | | | \$39,999,013 |

Bid Alternates

We have worked with the design team and administration to identify Bid Alternates that can be bid and accepted independently after the bid opening. This strategy allows the District flexibility to add scope to the project if the base bids are less than the budget.

Below is a list of proposed alternates:

| BID ALTERNATES | | | |
|----------------|----------------------------------------|-----|--------------------|
| 101 | Alt. Corridor Remodel | Add | \$224,833 |
| 102 | Performing Arts Dept. Restroom Remodel | Add | \$52,902 |
| 103 | Auditorium Lobby Remodel | Add | \$623,726 |
| 104 | Entrance 'C' Corridor Remodel | Add | \$194,854 |
| 105 | Field House Corridor Remodel | Add | \$81,087 |
| 106 | Field House Flooring Replacement | Add | \$200,672 |
| 107 | Pool Roof Replacement | Add | \$200,119 |
| 108 | Exterior Concrete Pavement Replacement | Add | \$90,754 |
| 109 | Exterior Lighting Replacement | Add | \$204,897 |
| 110 | Exterior Landscaping Enhancements | Add | \$31,064 |
| TOTAL | | | \$1,904,908 |





West Chicago Community High School - D94
Base Estimate

Estimate Summary by Subjob

| SUBJOB | DESCRIPTION | QUANTITY | UNIT | TOTAL COSTS w/ MARKUPS |
|--------|---------------------------------------------------|----------|------|---------------------------|
| 001 | Phase I - Summer 2018 | 1.0 | LS | \$7,844,050 |
| 002 | Addition Core and Shell | 58,795.0 | SF | \$9,599,811 |
| 003 | Music Dept. Buildout | 15,591.0 | SF | \$2,038,848 |
| 004 | LRC Buildout | 9,197.0 | SF | \$1,205,473 |
| 005 | English Dept. Buildout | 15,014.0 | SF | \$1,422,689 |
| 006 | New Service Elevator | 1.0 | LS | \$324,507 |
| 007 | District Administration Remodel | 3,349.0 | SF | \$632,080 |
| 008 | School Administration Remodel | 1,500.0 | SF | \$204,635 |
| 009 | SPED Dept. Remodel | 1,407.0 | SF | \$112,193 |
| 010 | Business Administration | 5,281.0 | SF | \$316,671 |
| 011 | Sewer Line Replacement | 1.0 | LS | \$126,350 |
| 012 | Corridor Remodel | 9,113.0 | SF | \$469,429 |
| 013 | English Dept. Remodel | 5,402.0 | SF | \$469,082 |
| 014 | Tech Labs Remodel | 4,913.0 | SF | \$338,122 |
| 015 | Foreign Language Dept. Remodel | 8,681.0 | SF | \$435,017 |
| 016 | Performing Arts Dept. Remodel | 6,034.0 | SF | \$312,233 |
| 017 | Social Studies Dept. Remodel | 22,254.0 | SF | \$2,349,989 |
| 018 | Structural Reinforcement in 1926 Building | 9,485.0 | SF | \$551,689 |
| 019 | Chiller Replacement | 1.0 | LS | \$1,244,202 |
| 020 | Cooling Tower (Replace existing and add one cell) | 1.0 | LS | \$966,034 |
| 021 | 1926/1955 LED Lighting | 1.0 | LS | \$124,393 |
| 022 | New Standby Generator | 1.0 | LS | \$160,435 |
| 023 | AHU Replacement | 1.0 | LS | \$1,657,436 |
| 024 | Boiler Replacement | 1.0 | LS | \$713,969 |
| 025 | AHU Repairs | 1.0 | LS | \$849,602 |
| 026 | Heat Exchangers | 1.0 | LS | \$118,173 |
| 027 | Misc. Pump Replacement | 1.0 | LS | \$493,170 |
| 028 | Temperature Controls | 1.0 | LS | \$1,243,927 |
| 029 | Cafeteria Renovation | 10,968.0 | SF | \$291,628 |
| 030 | LRC Roof | 1.0 | LS | \$429,333 |
| 031 | Track Re-Surfacing | 1.0 | LS | \$192,650 |
| 032 | Football Field Turf Replacement | 1.0 | LS | \$495,385 |
| 033 | South Tennis Court Reconstruction | 1.0 | LS | \$660,513 |
| 034 | Pre-1970 Electrical Panelboard Replacement | 1.0 | LS | \$190,000 |
| 035 | Construction Management Services | 1.0 | LS | \$1,415,296 |
| | Grand Total | | | \$39,999,013 |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------|
| 1629389 | AATSP | 05/15/2018 | STUDENT INDUCTEE FEES; 74 STUDENTS | 370.00 | 370.00 |
| 1629390 | Acer Service Corporat | 05/15/2018 | TECHNOLOGY MAINTENANCE SUPPLIES | 239.80 | 239.80 |
| 1629391 | AHW LLC | 05/15/2018 | snowplow for john deere | 1,999.00 | 1,999.00 |
| 1629392 | All American Poly | 05/15/2018 | 2017/2018 BID WINNER; CUSTODIAL SUPPLIES; GARBAGE BAGS | 1,320.08 | 1,320.08 |
| 1629393 | Vendor Continued Void | 05/15/2018 | | | 0.00 |
| 1629394 | Amazon.Com | 05/15/2018 | MISC SUPPLIES; GRANT INSTRUCTIONAL SUPPLIES; INDUSTRIAL ARTS electrical fish tape AUDITORIUM SUPPLIES Kagan Cooperative Learning Books 12v battery Instructional Supplies: Physics, Forensics, Environmental Sciences door dead bolt College Board Books for College | 27.37 34.98 87.43 139.74 83.00 80.48 88.92 27.99 42.14 | 3,218.99 |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|----------------------------------------------------------------|----------------|--------------|
| | | | Career Center Magnetic strip for geometry activity | 22.65 | |
| | | | door dead bolt | 11.83 | |
| | | | DRAMA SUPPLIES | 141.25 | |
| | | | MSC SUPPLIES; | 271.24 | |
| | | | GRANT | | |
| | | | Monitors and cordless phone; | 193.36 | |
| | | | food svc area | | |
| | | | CANON BLACK INK | 57.00 | |
| | | | MISC SUPPLIES; | 137.01 | |
| | | | GRANT | | |
| | | | MISC SUPPLIES; | 14.44 | |
| | | | GRANT | | |
| | | | CANON CYAN INK | 57.00 | |
| | | | led light | 617.18 | |
| | | | fixtures | | |
| | | | CANON INK | 171.00 | |
| | | | CARTRIDGES | | |
| | | | MISC SUPPLIES; | 27.85 | |
| | | | GRANT | | |
| | | | Cleaning wipes, thermal paste, and 32 GB flash drives | 95.13 | |
| | | | AED battery | 790.00 | |
| 1629395 | ANDERSON PEST SOLUTIO | 05/15/2018 | MAY 2018 | 90.93 | 90.93 |
| | | | PREVENTIVE SVC | | |
| 1629396 | Andy Frain Services I | 05/15/2018 | MARCH 2018 | 6,734.18 | 6,734.18 |
| | | | SECURITY SVCS | | |
| 1629397 | Aqua Pure Enterprises | 05/15/2018 | POOL SUPPLIES | 94.15 | 94.15 |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|-----------------------------------------------------------------------------|----------------------|--------------|
| 1629398 | At&t | 05/15/2018 | 4/16/18-5/15/18 PHONE SVC | 2,863.70 | 4,090.06 |
| | | | 4/16/18-5/15/18 INTERNET SVC | 1,226.36 | |
| 1629399 | AT&T INTERNET SERVICE | 05/15/2018 | 4/10/18-5/9/18 INTERNET SVCS | 1,675.91 | 1,675.91 |
| 1629400 | At&t Long Distance | 05/15/2018 | MARCH 2018 LONG DISTANCE | 77.13 | 77.13 |
| 1629401 | BEGOVICH, MARK | 05/15/2018 | DRAMA AWARDS | 165.34 | 165.34 |
| 1629402 | Best Plumbing Special | 05/15/2018 | PLUMBING SUPPLIES | 310.34 | 505.34 |
| | | | PLUMBING SUPPLIES | 195.00 | |
| 1629403 | Blick Art Materials | 05/15/2018 | INSTRUCTIONAL SUPPLIES; ART Supplies for Art Classes | 18.71 284.52 | 303.23 |
| 1629404 | Blue Whale Sewer & Dr | 05/15/2018 | PLUMBING REPAIR SERVICES | 1,150.00 | 1,150.00 |
| 1629405 | BMI SUPPLY | 05/15/2018 | AUDITORIUM SUPPLIES | 113.13 | 299.45 |
| | | | AUDITORIUM SUPPLY | 186.32 | |
| 1629406 | Bono, Tracy | 05/15/2018 | April Student Transport | 248.52 | 248.52 |
| 1629407 | Brightstar | 05/15/2018 | 4/2/18 NURSE TEMP | 375.00 | 375.00 |
| 1629408 | BROADWAY COSTUMES, IN | 05/15/2018 | CINDERELLA COSTUMES | 5,165.20 | 5,228.40 |
| | | | CINDERELLA COSTUMES | 63.20 | |
| 1629409 | Butler Chemical Co | 05/15/2018 | APRIL 2018 MAINTENANCE | 680.00 | 680.00 |
| 1629410 | Canon Financial Servi | 05/15/2018 | MAY 2018 CONTRACT CHARGES; CONTRACT #001-0688322-004 APRIL AND MAY | 2,932.03 4,241.04 | 7,173.07 |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|---------------------------------------------------------------------------------|------------------|--------------|
| | | | 2018 CONTRACT CHARGES; 001-0688322-006 AND 001-0688322-007 | | |
| 1629411 | CENTRAL POLY CORPORAT | 05/15/2018 | 2017/18 CUSTODIAL BID WINNER FOR PAPER PRODUCTS; QUARTERLY DELIVERY | 1,513.68 | 1,513.68 |
| 1629412 | Central DuPage Hospit | 05/15/2018 | 3/9/18-4/6/18 TUTORING; 1 STUDENT | 542.50 | 542.50 |
| 1629413 | Cisek, Susan | 05/15/2018 | 4/1/18-4/15/18 MILEAGE; HMBD TUTORS | 76.30 | 141.70 |
| | | | 4/16/18-4/30/18 MILEAGE; HMBD TUTORS | 65.40 | |
| 1629414 | City Of West Chicago | 05/15/2018 | MARCH 2018 FUEL; DRIVERS ED MARCH 2018 FUEL; O&M | 144.63 527.09 | 671.72 |
| 1629415 | Clare Woods Academy | 05/15/2018 | MAY 2018 TUITION; 1 STUDENT | 7,205.22 | 7,205.22 |
| 1629416 | Comed | 05/15/2018 | 3/15/18-4/13/18 ELECTRICITY; KERR-MCGEE | 14.62 | 472.99 |
| | | | 3/15/18-4/13/18 ELECTRICITY; DISTRICT OFFICE | 458.37 | |
| 1629417 | Communications Revolv | 05/15/2018 | MARCH 2018 INTERNET SVC | 2,250.00 | 2,250.00 |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|------------------------------------------------------------|----------------|--------------|
| 1629418 | Constellation New Ene | 05/15/2018 | 3/16/18-4/16/18 ELECTRIC SVC | 38,608.83 | 38,608.83 |
| 1629419 | CORE ACADEMY | 05/15/2018 | APRIL 2018 TUITION; 4 STUDENTS | 14,164.00 | 18,775.80 |
| | | | APRIL 2018 LIFESKILLS TUITION; 1 STUDENT | 4,611.80 | |
| 1629420 | Cortez/reimbursement, | 05/15/2018 | 3/16/18-4/15/18 MILEAGE; HMBD TUTORS | 14.39 | 18.31 |
| | | | 4/16/18-4/30/18 MILEAGE; HMBD TUTORS | 3.92 | |
| 1629421 | CPC Inc | 05/15/2018 | MAY 2018 FACILITY TREE SW | 175.00 | 175.00 |
| 1629422 | Demco Inc | 05/15/2018 | Office and Book Processing Supplies | 412.98 | 412.98 |
| 1629423 | DLA Architects, Ltd. | 05/15/2018 | APRIL 2018 MISCELLANEOUS ASSIGNMENTS | 1,868.00 | 56,188.84 |
| | | | APRIL 2018 SVCS FOR 2018 RENOVATIONS PROJECT | 7,520.84 | |
| | | | APRIL 2018 SVCS FOR 2019 ADDITION/REMODEL PROJECT | 46,800.00 | |
| 1629424 | Dovich, Timothy Edwa | 05/15/2018 | Field trip supplies | 17.02 | 17.02 |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|------------------------------------------------------------------------------------------------------|--------------------------------------|--------------|
| 1629425 | Ellman's Music Center | 05/15/2018 | reimbursement 5 piccolo repairs, 1 French Horn repair, 2 tenor sax repairs | 88.00 | 88.00 |
| 1629426 | ESPINAL, MARIA | 05/15/2018 | MUSIC BOOSTERS PANCAKE BREAKFAST | 168.00 | 168.00 |
| 1629427 | Exner/reimbursement, | 05/15/2018 | Reimbursement for County Wide Institute workshop costs | 14.67 | 14.67 |
| 1629428 | Ferreiro, Brianne | 05/15/2018 | BIOLOGY LAB SUPPLIES CLASSROOM SUPPLIES REIMBURSEMENT; FT SURPLUS | 76.63 97.45 | 174.08 |
| 1629429 | Fikis, Candace | 05/15/2018 | train ticket reimbursement for state competition; Illinois Personal Finance Challenge | 42.50 | 42.50 |
| 1629430 | Flolo Corporation | 05/15/2018 | HVAC PUMPS SUPPLY HVAC PUMPS SUPPLY PUMPS SUPPLY ELECTRIC MOTOR REPAIR SUPPLIES | 356.68 355.85 386.58 368.29 | 1,467.40 |
| 1629431 | Follett Library Resou | 05/15/2018 | Destiny, single site support renewal for Lexiles & Titlepeek, | 1,219.45 | 1,219.45 |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------------|
| 1629432 | Ford Credit | 05/15/2018 | license support renewal LEASE EXTENSION TO 7/20/18; ACCT #51897178 | 252.87 | 252.87 |
| 1629433 | Fox Tech Transition P | 05/15/2018 | APRIL 2018 TUITION; 1 STUDENT | 3,891.40 | 3,891.40 |
| 1629434 | Giant Steps | 05/15/2018 | APRIL 2018 TUITION; 2 STUDENTS | 12,804.80 | 12,804.80 |
| 1629435 | Grainger | 05/15/2018 | MAINTENANCE SUPPLIES PLUMBING SUPPLIES ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES 9772501160 | 30.00 78.20 124.00 89.20 187.00 | 508.40 |
| 1629436 | Haas, Maggie | 05/15/2018 | Field trip fuel reimbursement Sociology supplies for stratification unit | 67.99 43.92 | 111.91 |
| 1629437 | Harris Bank | 05/15/2018 | ELECTRICAL SUPPLY; VAN/TRACTOR REPAIR SUPPLY GOOGLE TRANSLATE; IPASS REPLENISHMENT; NEXTGEN SUMMIT | 291.90 310.27 | 1,968.89 |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|----------------------------------------------------------------------------------------------------------------------|----------------|--------------|
| | | | NSBA CONFERENCE; JOINT SUPT LUNCH MTG | 1,366.72 | |
| 1629438 | Hauser Izzo Petrarca | 05/15/2018 | APRIL 2018 LEGAL SVCS | 3,256.00 | 3,256.00 |
| 1629439 | HERFF JONES, INC. | 05/15/2018 | GRADUATION ANNOUNCEMENTS | 822.57 | 1,008.51 |
| | | | BALANCE OF DIPLOMA COVERS AND INSERTS INVOICE; to correct duplicate deduction of sales tax charges | 185.94 | |
| 1629440 | Hope School | 05/15/2018 | APRIL 2018 TUITION & TRANSPORTATION | 6,053.12 | 6,053.12 |
| 1629441 | Hygieneering Inc | 05/15/2018 | FIELDHOUSE UPGRADES PROJECT #2017-4327; FEB 2018 PROFESSIONAL SVCS | 2,684.59 | 2,684.59 |
| 1629442 | ILLINOIS CENTRAL SCHO | 05/15/2018 | MARCH 2018 BADMINTON TRANSPORTATION | 455.49 | 82,360.39 |
| | | | MARCH 2018 BASEBALL TRANSPORTATION | 828.89 | |
| | | | MARCH 2018 BOYS TRACK TRANSPORTATION | 533.03 | |
| | | | MARCH 2018 BOYS VOLLEYBALL | 204.03 | |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|-----------------------------------------------------|----------------|--------------|
| | | | TRANSPORTATION MARCH 2018 GIRLS SOCCER | 2,144.30 | |
| | | | TRANSPORTATION MARCH 2018 GIRLS TRACK | 1,175.88 | |
| | | | TRANSPORTATION MARCH 2018 SOFTBALL | 673.30 | |
| | | | TRANSPORTATION APRIL 2018 STUDENT BUSSING | 76,345.47 | |
| 1629443 | IPMG Employee Benefi | 05/15/2018 | MAY 2018 FLEXIBLE SPENDING | 350.00 | 350.00 |
| 1629444 | Jensen, Chris | 05/15/2018 | SET AND PROP SUPPLIES | 210.15 | 210.15 |
| 1629445 | Jones School Supply C | 05/15/2018 | NHS Gold Tassels Gold Ribbon Stickers mailing | 156.66 | 156.66 |
| 1629446 | Karl, Therese | 05/15/2018 | 4/1/18-4/15/18 MILEAGE; HMBD TUTORS | 54.50 | 68.67 |
| | | | 4/16/18-4/30/18 MILEAGE; HMBD TUTORS | 14.17 | |
| 1629447 | KEMPA | 05/15/2018 | KEMPA membership and super critique | 65.00 | 65.00 |
| 1629448 | Kuehn, Laura | 05/15/2018 | Journalism Production awards reimbursement | 303.52 | 303.52 |
| 1629449 | Lange, Veronica | 05/15/2018 | Foreign Language Honor Society | 77.52 | 77.52 |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|-------------------------------------------------------|----------------|--------------|
| 1629450 | Language Line Service | 05/15/2018 | supply reimbursement APRIL 2018 | 586.95 | 586.95 |
| 1629451 | LD PRODUCTS | 05/15/2018 | TRANSLATION SVC Miscellaneous | 313.94 | 313.94 |
| 1629452 | Life Fitness | 05/15/2018 | Toner Cartridges FITNESS EQUIPMENT REPAIR | 319.54 | 357.86 |
| | | | FITNESS EQUIPMENT REPAIR | 38.32 | |
| 1629453 | Little Friends Inc | 05/15/2018 | APRIL 2018 | 5,256.20 | 5,256.20 |
| | | | TUITION; 1 STUDENT | | |
| 1629454 | LJ Morse Construction | 05/15/2018 | 2018 GENERAL REMODELING PROJECT; PAY REQ #3 | 272,344.92 | 272,344.92 |
| 1629455 | Lukas, Christopher | 05/15/2018 | FIELD TRIP FUEL REIMBURSEMENT | 66.85 | 75.30 |
| | | | reimbursement for Youth Government Day supplies | 8.45 | |
| 1629456 | Marathon Sportswear | 05/15/2018 | PE T-SHIRTS | 223.16 | 223.16 |
| 1629457 | Marianjoy Rehabilitat | 05/15/2018 | DRIVER SCREENING; 1 STUDENT | 56.00 | 56.00 |
| 1629458 | Marklund at Mill Cree | 05/15/2018 | APRIL 2018 | 8,950.00 | 8,950.00 |
| | | | TUITION; 1 STUDENT | | |
| 1629459 | McMaster Carr Supply | 05/15/2018 | MAINTENANCE SUPPLIES | 63.86 | 294.71 |
| | | | ELECTRICAL SUPPLIES | 91.41 | |
| | | | ROOF FAN SUPPLIES | 92.19 | |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|------------------------------------------------|----------------|--------------|
| | | | MAINTENANCE SUPPLIES | 47.25 | |
| 1629460 | Vendor Continued Void | 05/15/2018 | | | 0.00 |
| 1629461 | Menards | 05/15/2018 | WINDSHIELD WASHER FLUID | 14.85 | 1,318.34 |
| | | | PLUMBING SUPPLIES | 380.73 | |
| | | | ELECTRICAL SUPPLIES | 169.90 | |
| | | | SET SUPPLIES AND PROPS FOR 2017/18 DRAMA | 82.39 | |
| | | | SET SUPPLIES AND PROPS FOR 2017/18 DRAMA | 108.19 | |
| | | | SET SUPPLIES AND PROPS FOR 2017/18 DRAMA | 46.88 | |
| | | | SET SUPPLIES AND PROPS FOR 2017/18 DRAMA | 37.38 | |
| | | | MAINTENANCE SUPPLIES | 64.77 | |
| | | | SET SUPPLIES AND PROPS FOR 2017/18 DRAMA | 34.23 | |
| | | | SET SUPPLIES AND PROPS FOR 2017/18 DRAMA | 13.76 | |
| | | | SET SUPPLIES AND PROPS FOR 2017/18 DRAMA | 27.24 | |
| | | | MISC BUILDING HARDWARE SUPPLIES | 52.48 | |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|------------------------------------------------|----------------|--------------|
| | | | POOL SUPPLIES | 9.00 | |
| | | | SET SUPPLIES AND PROPS FOR 2017/18 DRAMA | 34.54 | |
| | | | SET SUPPLIES AND PROPS FOR 2017/18 DRAMA | 50.59 | |
| | | | MAINTENANCE SUPPLIES | 151.29 | |
| | | | SET SUPPLIES AND PROPS FOR 2017/18 DRAMA | 40.12 | |
| 1629462 | Midwest Awards Corp | 05/15/2018 | Awards for Honors Night 2018 | 61.85 | 61.85 |
| 1629463 | Monograms Of Distinct | 05/15/2018 | BABY CONGRATS; ENGLISH | 49.95 | 49.95 |
| 1629464 | Murphy Ace Hardware 2 | 05/15/2018 | KEYS | 2.32 | 297.03 |
| | | | MAINTENANCE SUPPLIES | 20.64 | |
| | | | MAINTENANCE SUPPLIES | 13.83 | |
| | | | MAINTENANCE SUPPLIES | 16.74 | |
| | | | MAINTENANCE SUPPLIES | 0.68 | |
| | | | MAINTENANCE SUPPLIES | 20.44 | |
| | | | MAINTENANCE SUPPLIES | 20.00 | |
| | | | MAINTENANCE SUPPLIES | 27.12 | |
| | | | KEYS | 4.64 | |
| | | | MAINTENANCE | 3.68 | |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|---------------------|----------------|--------------|
| | | | SUPPLIES | | |
| | | | KEYS | 13.91 | |
| | | | MAINTENANCE | 110.76 | |
| | | | SUPPLIES | | |
| | | | KEYS | 5.73 | |
| | | | MAINTENANCE | 36.54 | |
| 1629465 | Nassp/nasc | 05/15/2018 | 2018/2019 NHS | 385.00 | 385.00 |
| | | | MEMBERSHIP | | |
| 1629466 | Nelson, Brittany | 05/15/2018 | Foreign Language | 32.53 | 32.53 |
| | | | Honor Society | | |
| | | | Supply | | |
| | | | reimbursement | | |
| 1629467 | Neuco Inc | 05/15/2018 | MAINTENANCE | 388.18 | 423.93 |
| | | | SUPPLIES | | |
| | | | MAINTENANCE | 35.75 | |
| | | | SUPPLIES | | |
| 1629468 | Nicor Gas Bill Paymen | 05/15/2018 | APRIL 2018 | 3,191.54 | 3,616.26 |
| | | | TRANSPORTATION | | |
| | | | CHGS | | |
| | | | 3/5/18-4/5/18 | 424.72 | |
| | | | NATURAL GAS; | | |
| | | | DISTRICT OFFICE | | |
| 1629469 | North Shore Uniform | 05/15/2018 | CUSTODIAL | 118.25 | 118.25 |
| | | | UNIFORMS | | |
| 1629470 | Office Depot | 05/15/2018 | Title 1 - | 5,813.96 | 6,139.06 |
| | | | Mckinney Vento | | |
| | | | Supply Order | | |
| | | | Supplies/tabs/file | 50.18 | |
| | | | folders/binder | | |
| | | | CALCULATOR | 242.16 | |
| | | | BATTERIES | | |
| | | | Supplies/Folders/T | 18.77 | |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|--------------------------------------------------------------------|----------------|--------------|
| | | | ape/Tombow Tape Supplies/Folders/T | 13.99 | |
| 1629471 | Ombudsman Ed Services | 05/15/2018 | ape/Tombow Tape ADDITIONAL MARCH 2018 TUITION; SPECIAL ED | 1,750.00 | 2,500.00 |
| | | | ADDITIONAL APRIL 2018 TUITION | 750.00 | |
| 1629472 | PACTT Learning Center | 05/15/2018 | APRIL 2018 TUITION; 1 STUDENT | 3,639.04 | 3,639.04 |
| 1629473 | PAPER DIRECT | 05/15/2018 | CWT/BTI BANQUET PROGRAM SUPPLIES | 109.96 | 109.96 |
| 1629474 | PEAPOD LLC/Billing | 05/15/2018 | INSTRUCTIONAL SUPPLIES; FACS | 270.79 | 939.73 |
| | | | INSTRUCTIONAL SUPPLIES; FACS | 101.34 | |
| | | | INSTRUCTIONAL SUPPLIES; FACS | 567.60 | |
| 1629475 | PITNEY BOWES INC | 05/15/2018 | 2/10/18-5/9/18 POSTAGE METER; DISTRICT OFFICE | 543.00 | 1,643.40 |
| | | | 3/1/18-5/29/18 POSTAGE METER | 1,100.40 | |
| 1629476 | Plumb, Drew A | 05/15/2018 | INSTRUCTIONAL SUPPLIES; SCIENCE | 10.77 | 10.77 |
| 1629477 | Poulterer, Mark | 05/15/2018 | Reimbursement for classroom world map (LIPLEPS 1000-400) | 132.79 | 132.79 |
| 1629478 | Purchase Advantage Ca | 05/15/2018 | APRIL 2018 INSTRUCTIONAL SUPPLIES | 203.61 | 203.61 |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|------------------------------------------------------------------------------------|----------------|--------------|
| 1629479 | Quest Management Serv | 05/15/2018 | PRESIDENTS COUNCIL MTG SUPPLIES | 70.00 | 70.00 |
| 1629480 | Revtrak Inc | 05/15/2018 | APRIL 2018 BANK MERCHANT FEES | 534.95 | 534.95 |
| 1629481 | Robert Brooke & Assoc | 05/15/2018 | door hardware | 337.50 | 365.50 |
| | | | door hardware | 28.00 | |
| 1629482 | Salazar, Anne Marie | 05/15/2018 | Reimbursement for Classroom guest speakers | 50.00 | 50.00 |
| 1629483 | Sased | 05/15/2018 | MARCH 2018 TRANSPORTATION; SE ALT | 3,880.04 | 3,880.04 |
| 1629484 | Sayner, Dave | 05/15/2018 | Reimbursement for water taxi tickets for AP Human Geography field trip | 280.00 | 280.00 |
| 1629485 | School Newspapers Onl | 05/15/2018 | WEBSITE HOSTING RENEWAL FOR WILDCAT CHRONICLE | 325.00 | 325.00 |
| 1629486 | Schuck, Beth | 05/15/2018 | ROAR training and mentoring supplies | 864.81 | 864.81 |
| 1629487 | Seal Of Illinois | 05/15/2018 | APRIL 2018 TUITION; 4 STUDENTS | 17,270.24 | 17,270.24 |
| 1629488 | Septran Inc | 05/15/2018 | APRIL 2018 TRANSPORTATON | 42,059.91 | 42,059.91 |
| 1629489 | Singer, Adam | 05/15/2018 | PHYSICS LAB SUPPLIES | 47.85 | 47.85 |
| 1629490 | SIS Resources | 05/15/2018 | SQL4 Subscription | 273.01 | 273.01 |
| 1629491 | SOCIALTHINKING.COM | 05/15/2018 | SOCIAL THINKING | 2,088.75 | 2,088.75 |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------|
| | | | CONFERENCE; CHICAGO; 4/24/18-4/26/18; 2 STAFF-FULL ATTENDANCE AND 4 STAFF-PARTIAL ATTENDANCE | | |
| 1629492 | SPARE WHEELS TRANSPOR | 05/15/2018 | MARCH 2018 TRANSPORTATION | 1,920.00 | 1,920.00 |
| 1629493 | SPECIAL EDUCATION SYS | 05/15/2018 | APRIL 2018 TRANSPORTATION; 1 STUDENT APRIL 2018 TRANSPORTATION; 4 STUDENTS APRIL 2018 TRANSPORTATION; 1 STUDENT | 984.20 3,987.18 1,058.60 | 6,029.98 |
| 1629494 | STATE INDUSTRIAL PROD | 05/15/2018 | POOL SUPPLIES | 661.75 | 661.75 |
| 1629495 | Steiner Electric Comp | 05/15/2018 | ELECTRICAL SUPPLIES | 751.58 | 751.58 |
| 1629496 | T S Specialties | 05/15/2018 | VAN/TRACTOR REPAIR SVCS VAN/TRACTOR REPAIR SUPPLY VAN & TRACTOR REPAIR SERVICES | 116.60 212.00 396.96 | 725.56 |
| 1629497 | Tasks Unlimited | 05/15/2018 | LANDSCAPING CLEANUP; DISTRICT OFFICE | 655.00 | 655.00 |
| 1629498 | TELESOLUTIONS CONSULT | 05/15/2018 | MAY 2018 RETAINER FEE | 275.00 | 275.00 |
| 1629499 | Uline | 05/15/2018 | MECHANICAL SUPPLY | 118.30 | 118.30 |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|--------------------------------------------------------------------------------|----------------------------|--------------|
| 1629500 | United States Postal | 05/15/2018 | May 2018 postage meter postage | 2,600.00 | 2,600.00 |
| 1629501 | Village of Rosemont | 05/15/2018 | Indoor varsity softball game; 1/2 cost (\$175) will be reimbursed by STCN. | 350.00 | 350.00 |
| 1629502 | Vlantis, Maria | 05/15/2018 | reimbursement for ipad cases LIPLEPS 1000-400 | 152.84 | 152.84 |
| 1629503 | Vokes, Charles | 05/15/2018 | AVID TRAINING AIRFARE | 327.96 | 327.96 |
| 1629504 | Voris Mechanical Inc | 05/15/2018 | HEAT CHILLER SERVICES | 314.80 | 314.80 |
| 1629505 | Wards Natural Science | 05/15/2018 | Science-Dissection Order for all Biology classes (23 sections) | 936.80 | 936.80 |
| 1629506 | Warehouse Direct | 05/15/2018 | CUSTODIAL SUPPLIES Retain Natural 1-Ply Multi Fold Paper Towels PAPER PRODUCTS | 328.00 343.75 590.00 | 1,261.75 |
| 1629507 | Waste Management West | 05/15/2018 | APRIL 2018 REFUSE SVC MAY 2018 RECYCLING MAY 2018 REFUSE SVC; DISTRICT OFFICE | 886.34 169.81 89.68 | 1,145.83 |
| 1629508 | WCCHS STUDENT ACTIVIT | 05/15/2018 | DRAMA FEE CC | 124.00 | 124.00 |

| Check Number | Vendor Name | Check Date | Invoice Description | Invoice Amount | Check Amount |
|--------------|-----------------------|------------|-----------------------------------------------------------------|----------------|--------------|
| | | | PAYMENTS; ID #39437 (\$74.00); ID #32591 (\$50.00) | | |
| 1629509 | West Chicago Lions Cl | 05/15/2018 | KITCHEN STAFF OVERPAYMENT REFUND | 9.00 | 9.00 |
| 1629510 | West Chicago Printing | 05/15/2018 | Business Cards for FACS teachers | 195.00 | 195.00 |
| 1629511 | West Chicago Park Dis | 05/15/2018 | UNUSED POOL DATES | 480.00 | 480.00 |
| 1629512 | Willuweit, Lisa | 05/15/2018 | Reimbursement for County Wide Institute workshop costs | 79.99 | 79.99 |
| 1629513 | WINZER CORPORATION | 05/15/2018 | CUSTODIAL SUPPLIES | 270.39 | 270.39 |
| 1629514 | WRITEGUARD BUSINESS S | 05/15/2018 | MIS BUSINESS FORM SUPPLY | 260.76 | 260.76 |
| | 126 Computer | | Check(s) For a Total of | | 680,176.56 |

| | | | | |
|-----------|-----|-----------------------------------|-----------------------|------------|
| | 0 | Manual | Checks For a Total of | 0.00 |
| | 0 | Wire Transfer | Checks For a Total of | 0.00 |
| | 0 | ACH | Checks For a Total of | 0.00 |
| | 126 | Computer | Checks For a Total of | 680,176.56 |
| Total For | 126 | Manual, Wire Tran, ACH & Computer | Checks | 680,176.56 |
| Less | 0 | Voided | Checks For a Total of | 0.00 |
| | | | Net Amount | 680,176.56 |

COMMUNITY HIGH SCHOOL DISTRICT NO. 94
 BOARD OF EDUCATION - BILL LISTING SUMMARY
 April 2018 Expenditures and May 15, 2018 Bill List

| | (Taxes)Certificates Of Deposit, MM Dep. Purchased For The Month Of April-18 | Net Payroll For The Month Of April-18 | Operating Checks* Drawn During The Month Of April-18 | Bill List Vouchers Paid In The Month Of April-18 | Total | Bill List Vouchers Paid In The Month Of May-18 |
|----------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------------------------|--------------------------------------------------------------|-----------------------|------------------------------------------------------------|
| #10 EDUCATIONAL FUND | \$ - | 1,059,862.04 | 816,238.96 | \$194,769.54 | \$2,070,870.54 | \$145,641.18 |
| #20 OPERATIONS AND MAINTENANCE FUND | - | 62,741.54 | 53,135.99 | 109,332.50 | \$225,210.03 | 68,282.19 |
| #30 DEBT SERVICES FUND | - | - | - | - | \$0.00 | - |
| #40 TRANSPORTATION FUND | - | - | 248.52 | 112,310.76 | \$112,559.28 | 136,902.84 |
| #50 ILLINOIS MUNICIPAL RETIREMENT FUND | - | - | 39,353.55 | - | \$39,353.55 | - |
| #51 SOCIAL SECURITY AND MEDICARE FUND | - | - | 42,132.82 | - | \$42,132.82 | - |
| #60 CAPITAL IMPROVEMENTS 2017 | - | 5,395.50 | - | 127,667.63 | \$133,063.13 | 329,350.35 |
| #65 CAPITAL IMPROVEMENTS | - | - | 2,747.50 | - | \$2,747.50 | - |
| #70 WORKING CASH FUND | - | - | - | - | \$0.00 | - |
| #80 TORT FUND | - | - | - | - | \$0.00 | - |
| TOTAL | \$ - | \$1,127,999.08 | \$953,857.34 | \$544,080.43 | \$2,625,936.85 | \$680,176.56 |

* Payroll taxes, annuities, wage garnishments, insurance premiums, college savings plans
 TRS & IMRF pension contributions, charitable contributions, Imprest Fund & Petty Cash Fund
 reimbursement, lost & stale check replacement reviewed by Treasurer

The investments and payroll disbursements for the month of April-18 and the regular accounts payable for the period
April 13, 2018 to May 08, 2018 to be paid May 15, 2018 Totaling: \$2,762,032.98

I hereby certify that the expenditures listed as a part of this statement are legally payable from the budget category to which they are charged and are coded in conformance with the Illinois Office of Education Accounting Manual.

May 08, 2018
 Date

 Director of Business Services

TO THE TREASURER, COMMUNITY HIGH SCHOOL DISTRICT NO. 94, WEST CHICAGO, ILLINOIS

The Board of Education has approved the payment of the above listed invoices on this date and you are hereby authorized and directed to make payments thereof:

 Date

 President, Board of Education

 Secretary, Board of Education

COMMUNITY HIGH SCHOOL IMPREST FUND April 2018

This listing represents payments from the High School Imprest Fund for the month of April 2018. Reimbursement for the following is hereby requested from the Board of Education, Community High School District 94, West Chicago, Illinois at its regular board meeting on May 15, 2018.

David Blatchley - Director of Business Svcs

Date

| ACCOUNT NUMBER | BATCH NUMBER | VENDOR | CHECK DATE | CHECK NUMBER | INVOICE DESCRIPTION | AMOUNT |
|----------------------------|--------------|--------------------------------|------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 10E100 1500 3191 00 000000 | IP0404 | Harth, Henry | 04/04/2018 | 1316336 | BASEBALL; WAUBONSIE VALLEY; 4/2/18 | 61.00 |
| 20E000 2542 4153 00 000000 | IP0404 | McMaster Carr Supply Company I | 04/04/2018 | 1316337 | MISC BUILDING HARDWARE SUPPLIES | 25.35 |
| 20E000 2542 4153 00 000000 | IP0404 | McMaster Carr Supply Company I | 04/04/2018 | 1316337 | MISC BUILDING HARDWARE SUPPLIES | 51.98 |
| 20E000 2542 4153 00 000000 | IP0404 | McMaster Carr Supply Company I | 04/04/2018 | 1316337 | BLACK EXTENSION CORDS | 156.42 |
| 10E104 1504 4050 00 000000 | IP0404 | Northern Illinois University | 04/04/2018 | 1316338 | IHSA JOURNALISM STATE COMPETITON ENTRY FEE; 3 STUDENTS | 30.00 |
| 10E104 1504 4050 00 000000 | 041118 | Northern Illinois University | 04/11/2018 | 1316338 | IHSA JOURNALISM STATE COMPETITON ENTRY FEE; 3 STUDENTS | -30.00 |
| 40E000 2550 3302 00 000000 | ip0405 | Bono, Tracy | 04/05/2018 | 1316339 | March Student Transport | 248.52 |
| 10E100 1500 6430 00 000000 | ip0405 | Glenbard East High School | 04/05/2018 | 1316340 | B vol jv invite 4/14/18 | 200.00 |
| 10E100 1500 6430 00 000000 | ip0405 | Hoffman Estates High School | 04/05/2018 | 1316341 | B vol JV invite 4/7/18 | 300.00 |
| 10E100 1500 3191 00 000000 | IP0405 | Marron/official, Neil | 04/05/2018 | 1316342 | BOYS VOLLEYBALL; WA; 4/4/18 | 89.00 |
| 10L000 4001 0000 00 000000 | IP0405 | Metra Group Travel 14th Floor | 04/05/2018 | 1316343 | METRA TICKETS; 85 STUDENTS & 8 ADULTS | 533.29 |
| 10E100 1500 3191 00 000000 | IP0405 | Plach, Ken | 04/05/2018 | 1316344 | BOYS VOLLEYBALL; WA; 4/4/18 | 89.00 |
| 10E100 1500 6430 00 000000 | ip0405 | St Charles High School-East | 04/05/2018 | 1316345 | B vol Var invite 4/7/18 | 250.00 |
| 20R000 1910 0000 00 030000 | IP0405 | West Chicago Park District | 04/05/2018 | 1316346 | POOL FACILITY RENTAL CANCELLATION 4/3/18 THRU 4/19/18; DEPOSIT REFUND | 108.00 |
| 10E100 1500 3191 00 000000 | IP0412 | Brey, Jack | 04/12/2018 | 1316347 | SOFTBALL; ST CHARLES EAST; 4/10/18 | 64.00 |
| 10R000 1811 0000 00 000000 | IP0412 | Cruz, Sandra | 04/12/2018 | 1316348 | REGISTRATION REFUND; ID #41080 | 13.60 |
| 10E100 1500 3191 00 000000 | IP0412 | Gouskous, Nick | 04/12/2018 | 1316349 | GIRLS SOCCER; EA; 4/10/18 | 59.00 |
| 10E100 1500 3191 00 000000 | IP0412 | Howard, Russ | 04/12/2018 | 1316350 | BASEBALL; HOFFMAN ESTATES; 4/10/18 | 64.00 |
| 10E104 1504 4050 00 000000 | IP0412 | Illinois High School Assn | 04/12/2018 | 1316351 | IHSA JOURNALISM STATE COMPETITION ENTRY FEE; 3 STUDENTS | 30.00 |
| 10L000 4001 0000 00 000000 | ip0412 | Metra Group Travel 14th Floor | 04/12/2018 | 1316352 | 4/26/18 FT; train 42 @ 9:45 am from WC to OTC; train 35 from OTC to WC @ 1:40 pm; 68 students @ \$3.50 each and 2 adults @ \$7.26 each | 252.52 |

| ACCOUNT | BATCH | CHECK | CHECK INVOICE | AMOUNT |
|----------------------------|---------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------|--------|
| NUMBER | NUMBER VENDOR | DATE | NUMBER DESCRIPTION | |
| 10E100 1500 3191 00 000000 | IP0412 O'Bryan, John | 04/12/2018 | 1316353 GIRLS SOCCER; BATAVIA; 4/5/18 | 64.00 |
| 10E100 1500 3191 00 000000 | IP0412 O'Bryan, Justin | 04/12/2018 | 1316354 GIRLS SOCCER; BATAVIA; 4/5/18 | 64.00 |
| 10E100 1500 3191 00 000000 | IP0412 Oidtman, Greg | 04/12/2018 | 1316355 GIRLS SOCCER; BATAVIA; 4/5/18 | 53.00 |
| 10E100 1500 3191 00 000000 | IP0412 Paisley, Sam | 04/12/2018 | 1316356 GIRLS SOCCER; BATAVIA; 4/5/18 | 53.00 |
| 10E100 1500 3191 00 000000 | IP0412 Sater, Randy | 04/12/2018 | 1316357 SOFTBALL; ST CHARLES EAST; 4/10/18 | 64.00 |
| 10E100 1500 3191 00 000000 | IP0412 Siekierski, Mark | 04/12/2018 | 1316358 GIRLS SOCCER; EA; 4/10/18 | 59.00 |
| 10E100 1500 3191 00 000000 | IP0412 Trinh, Vinh | 04/12/2018 | 1316359 GIRLS SOCCER; BATAVIA; 4/5/18 | 64.00 |
| 10E100 1500 3191 00 000000 | IP0412 Walker, Chris | 04/12/2018 | 1316360 BASEBALL; HOFFMAN ESTATES; 4/10/18 | 64.00 |
| 10E100 1500 3191 00 000000 | IP0418 Barone/official, Phil | 04/18/2018 | 1316361 SOFTBALL; GENEVA; 4/11/18 | 61.00 |
| 10E100 1500 3191 00 000000 | IP0418 Brzowski, Eddie | 04/18/2018 | 1316362 BASEBALL; OSWEGO EAST; 4/13/18 | 61.00 |
| 10E100 1500 3191 00 000000 | IP0418 Evins, Tom | 04/18/2018 | 1316363 GIRLS SOCCER; IMSA; 4/12/18 | 32.00 |
| 10E100 1500 3191 00 000000 | IP0418 Forrest, Mike | 04/18/2018 | 1316364 SOFTBALL; STREAMWOOD; 4/13/18 | 61.00 |
| 10E100 1500 6430 00 000000 | IP0418 Glenbard North High School | 04/18/2018 | 1316365 Badminton JV invite 3/17/18 | 75.00 |
| 10E100 1500 3191 00 000000 | IP0418 GONZALES, JOSE | 04/18/2018 | 1316366 GIRLS SOCCER; HOFFMAN ESTATES; 4/14/18 | 95.00 |
| 10E100 1500 6410 00 000000 | IP0418 HAWTHORNE'S BACKYARD BAR & GRI | 04/18/2018 | 1316367 Badminton trn Hospitality 4/20/18. Please send check to Bill Lech in Athletic office by Friday am 4/20/18 Thanks Brenda | 274.00 |
| 10E100 1500 3191 00 000000 | IP0418 Jones, David | 04/18/2018 | 1316368 BASEBALL; CONANT; 4/12/18 | 61.00 |
| 10E100 1500 3191 00 000000 | IP0418 Kochniarczyk, Don | 04/18/2018 | 1316369 SOFTBALL; BATAVIA; 4/12/18 | 64.00 |
| 10E100 1500 3191 00 000000 | IP0418 Martinez, Juan | 04/18/2018 | 1316370 GIRLS SOCCER; HOFFMAN ESTATES; 4/14/18 | 95.00 |
| 10E100 1500 3191 00 000000 | IP0418 Mbende, Manny | 04/18/2018 | 1316371 GIRLS SOCCER; HOFFMAN ESTATES; 4/14/18 | 64.00 |
| 10E100 1500 3191 00 000000 | IP0418 Paisley, Sam | 04/18/2018 | 1316372 GIRLS SOCCER; EA; 4/14/18 | 59.00 |
| 10E100 1500 3191 00 000000 | IP0418 PEDERSEN, JOHN | 04/18/2018 | 1316373 SOFTBALL; BATAVIA; 4/12/18 | 64.00 |
| 10E070 2410 4000 00 000000 | IP0418 PORCAYO'S TEES | 04/18/2018 | 1316374 ROAR JERSEYS | 345.00 |
| 10E100 1500 3191 00 000000 | IP0418 Solis, Adrian | 04/18/2018 | 1316375 BASEBALL; OSWEGO EAST; 4/13/18 | 61.00 |
| 10E100 1500 3191 00 000000 | IP0418 Trinh, Vinh | 04/18/2018 | 1316376 GIRLS SOCCER; IMSA; 4/12/18 | 32.00 |
| 10E100 1500 3191 00 000000 | IP0418 Woodhouse, Ken | 04/18/2018 | 1316377 GIRLS SOCCER; IMSA; 4/12/18 | 32.00 |
| 10E052 2130 3135 00 000000 | ip0419 IDPH | 04/19/2018 | 1316378 Vision and hearing recertification fees | 60.00 |
| 10E100 1500 3191 00 000000 | IP0419 Malacili, Konstantin | 04/19/2018 | 1316379 GIRLS SOCCER; PLAINFIELD | 95.00 |

| ACCOUNT NUMBER | BATCH NUMBER | VENDOR | CHECK DATE | CHECK NUMBER | INVOICE DESCRIPTION | AMOUNT |
|----------------------------|-----------------|--------------------------------|---------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------|--------|
| | | | | | CENTRAL; 4/17/18 | |
| 10E100 1500 3191 00 000000 | IP0419 | Marron/official, Neil | 04/19/2018 | 1316380 | BOYS VOLLEYBALL; STCE; 4/17/18 | 89.00 |
| 10E100 1500 3191 00 000000 | IP0419 | Mroz/official, Gene | 04/19/2018 | 1316381 | GIRLS SOCCER; PLAINFIELD CENTRAL; 4/17/18 | 95.00 |
| 10E006 1504 4050 00 000000 | ip0419 | NSPA | 04/19/2018 | 1316382 | Membership to NSPA | 189.00 |
| 10E100 1500 3191 00 000000 | IP0419 | Piazza, Jim | 04/19/2018 | 1316383 | BASEBALL; BARTLETT; 4/17/18 | 64.00 |
| 10E022 1220 3193 00 000000 | ip0419 | SECRETARY OF STATE/SAFE RIDE S | 04/19/2018 | 1316384 | Bus Driver Permit Renewal Fee: One Staff Member | 4.00 |
| 10E100 1500 3191 00 000000 | IP0419 | Sterrick, Mike | 04/19/2018 | 1316385 | BASEBALL; BARTLETT; 4/17/18 | 64.00 |
| 20E000 2540 3401 00 000000 | IP0419 | VERIZON WIRELESS | 04/19/2018 | 1316386 | 4/8/18-5/7/18 CELL PHONE; SUPT | 177.52 |
| 10E100 1500 3191 00 000000 | IP0419 | Wilk, Paul | 04/19/2018 | 1316387 | BOYS VOLLEYBALL; STCE; 4/17/18 | 89.00 |
| 10E100 1500 3191 00 000000 | IP0419 | Wrobleski, Joe | 04/19/2018 | 1316388 | GIRLS SOCCER; PLAINFIELD CENTRAL; 4/17/18 | 64.00 |
| 10E062 2210 3110 00 000000 | IP0420 | University Outreach Services | 04/20/2018 | 1316389 | NEXT GENERATION SCIENCE STANDARDS CONFERENCE; 4/23/18; S HOLLINGER | 125.00 |
| 10E100 1500 3191 00 000000 | IP0424 | Bowes, Jeff | 04/24/2018 | 1316390 | GIRLS TRACK; TRI UEC; 4/23/18 | 90.00 |
| 10E100 1500 3191 00 000000 | IP0424 | Downs, Darrell | 04/24/2018 | 1316391 | BASEBALL; GENEVA; 4/23/18 | 61.00 |
| 10E100 1500 3191 00 000000 | IP0424 | Effinger/official, Jim | 04/24/2018 | 1316392 | GIRLS TRACK; TRI UEC; 4/23/18 | 90.00 |
| 10E100 1500 3191 00 000000 | IP0424 | Frey, Ashley | 04/24/2018 | 1316393 | SOFTBALL; EA (4/20/18); GW (4/21/18) | 173.00 |
| 10E100 1500 3191 00 000000 | IP0424 | Frey, Harold | 04/24/2018 | 1316394 | SOFTBALL; EA (4/20/18); GW (4/21/18) | 173.00 |
| 10R061 1999 0000 00 050000 | IP0424 | Hernandez, Ana | 04/24/2018 | 1316395 | LOST LRC BOOK RETURNED; ID #40237 | 21.95 |
| 10E100 1500 3191 00 000000 | IP0424 | Jones, David | 04/24/2018 | 1316396 | BASEBALL; STREAMWOOD; 4/21/18 | 106.00 |
| 10E100 1500 3191 00 000000 | IP0424 | Oidtman, Greg | 04/24/2018 | 1316397 | GIRLS SOCCER; ELGIN; 4/23/18 | 59.00 |
| 10E100 1500 3191 00 000000 | IP0424 | Warfel, Eric | 04/24/2018 | 1316398 | BASEBALL; GE; 4/21/18 | 61.00 |
| 10E104 1504 4050 00 000000 | ip0425 | Columbia Scholastic Press Asso | 04/25/2018 | 1316399 | Membership and evaluations from CSPA | 259.00 |
| 10E073 2633 3190 00 000000 | ip0425 | CONSTANT CONTACT | 04/25/2018 | 1316400 | Annual group email management fees for Community eNewsletter. Is pre-paid for a 30% discount (\$1,100 regular price). | 798.00 |
| 10E100 1500 6430 00 000000 | ip0425 | DeKalb High School | 04/25/2018 | 1316401 | Var Bad invite 3/17/18 | 75.00 |

| ACCOUNT | BATCH | CHECK | CHECK INVOICE | AMOUNT |
|----------------------------|---------------------------------------|------------|-----------------------------------------------------------------------------------------------------|--------|
| NUMBER | NUMBER VENDOR | DATE | NUMBER DESCRIPTION | |
| 10E100 1500 6430 00 000000 | ip0425 Glenbard East High School | 04/25/2018 | 1316402 G track invite 4/20/18 | 275.00 |
| 10E100 1500 6410 00 000000 | ip0425 HAWTHORNE'S BACKYARD BAR & GRI | 04/25/2018 | 1316403 Track invite hospitality; 4/26/18 | 274.00 |
| 10E013 1130 6450 00 000000 | ip0425 NATIONAL COUNCIL OF THE SOCIAL | 04/25/2018 | 1316404 Institutional Membership renewal | 144.00 |
| 20E000 2540 4152 00 000000 | IP0427 Advance Auto Parts | 04/26/2018 | 1316405 VAN BATTERY | 141.99 |
| 20E000 2540 3401 00 000000 | IP0427 At&t | 04/26/2018 | 1316406 4/16/18-5/15/18 FIRE PANEL | 235.97 |
| 20E000 2540 3401 00 000000 | IP0427 At&t | 04/26/2018 | 1316406 4/16/18-5/15/18 PHONE SVC | 705.91 |
| 10E100 1500 3191 00 000000 | IP0427 Barone/official, Phil | 04/26/2018 | 1316407 SOFTBALL; BARTLETT; 4/24/18 | 64.00 |
| 10E100 1500 3191 00 000000 | IP0427 Costa, Richard | 04/26/2018 | 1316408 BASEBALL; EA; 4/24/18 | 64.00 |
| 10E100 1500 3191 00 000000 | IP0427 Frey, Harold | 04/26/2018 | 1316409 SOFTBALL; BARTLETT; 4/24/18 | 64.00 |
| 10E100 1500 3191 00 000000 | IP0427 Malacili, Konstantin | 04/26/2018 | 1316410 GIRLS SOCCER; GE; 4/24/18 | 95.00 |
| 10E100 1500 3191 00 000000 | IP0427 Modaff, Jack | 04/26/2018 | 1316411 BASEBALL; GENEVA; 4/23/18 | 61.00 |
| 10E100 1500 3191 00 000000 | IP0427 O'Bryan, Justin | 04/26/2018 | 1316412 GIRLS SOCCER; GE; 4/24/18 | 64.00 |
| 10E100 1500 1504 00 000000 | IP0427 Stone, Brian | 04/26/2018 | 1316413 BOYS VOLLEYBALL; GLENBARD NORTH; 3/21/18; BG BOARD | 40.00 |
| 10E100 1500 1504 00 000000 | IP0427 Stone, Brian | 04/26/2018 | 1316413 BOYS VOLLEYBALL; FENTON; 3/28/18; BG BOARD | 40.00 |
| 10E100 1500 1504 00 000000 | IP0427 Stone, Brian | 04/26/2018 | 1316413 BOYS VOLLEYBALL; WEST AURORA; 4/1/18; BG BOARD | 40.00 |
| 10E100 1500 3191 00 000000 | IP0427 Weber, Tim | 04/26/2018 | 1316414 BASEBALL; EA; 4/24/18 | 64.00 |
| 10E100 1500 3191 00 000000 | IP0427 Zlate, Gheorghe | 04/26/2018 | 1316415 GIRLS SOCCER; GE; 4/24/18 | 95.00 |
| 10E100 1500 3191 00 000000 | IP0427 Cowin, Raymond | 04/27/2018 | 1316416 BASEBALL; EA; 4/25/18 | 104.00 |
| 10E100 1500 6410 00 000000 | IP0427 Effinger/official, Jim | 04/27/2018 | 1316417 BOYS & GIRLS TRACK; WILDCAT OPEN; 4/26/18 | 125.00 |
| 10E100 1500 3191 00 000000 | IP0427 Forrest, Mike | 04/27/2018 | 1316418 SOFTBALL; SE; 4/26/18 | 61.00 |
| 10E100 1500 3191 00 000000 | IP0427 Irvin, Chris | 04/27/2018 | 1316419 BOYS VOLLEYBALL; SE; 4/26/18 | 89.00 |
| 10E100 1500 3191 00 000000 | IP0427 Johnson, Greg | 04/27/2018 | 1316420 BASEBALL; EA; 4/26/18 | 64.00 |
| 10E100 1500 3191 00 000000 | IP0427 LAYMAN, PAUL | 04/27/2018 | 1316421 BASEBALL; EA; 4/26/18 | 64.00 |
| 10E100 1500 3191 00 000000 | IP0427 Liveris/official, Randy | 04/27/2018 | 1316422 BOYS VOLLEYBALL; SE; 4/26/18 | 89.00 |
| 10E100 1500 3191 00 000000 | IP0427 Lucke, Dave | 04/27/2018 | 1316423 GIRLS SOCCER; LARKIN; 4/25/18 | 59.00 |
| 10E100 1500 6410 00 000000 | IP0427 Rocha, Jesse | 04/27/2018 | 1316424 BOYS & GIRLS TRACK; WILDCAT OPEN; 4/26/18 | 125.00 |
| 10E100 1500 3191 00 000000 | IP0427 Saxton, Larry | 04/27/2018 | 1316425 BASEBALL; EA; 4/25/18 | 61.00 |
| 10E906 1430 4000 00 906000 | IP0427 Tormach Inc | 04/27/2018 | 1316426 FINALE PIECES FOR CNC MACHINE ORDERED IN 11/2017; REPLACEMENT FOR LOST CK #1628803 | 487.66 |
| 10E100 1500 3191 00 000000 | IP0427 Winkler, Kirk | 04/27/2018 | 1316427 SOFTBALL; WEST AURORA; | 61.00 |

| ACCOUNT NUMBER | BATCH NUMBER | VENDOR | CHECK DATE | CHECK NUMBER | INVOICE DESCRIPTION | AMOUNT |
|----------------------------|-----------------|--------------------------------|---------------|-----------------|------------------------------------------|-----------|
| | | | | | 4/25/18 | |
| 10E100 1500 6430 00 000000 | ip0430 | ELGIN HIGH SCHOOL | 04/30/2018 | 1316428 | B jv vol invite 5/12/18 | 225.00 |
| 10E100 1500 6430 00 000000 | ip0430 | Glenbard North High School | 04/30/2018 | 1316429 | Var B ten invite 4/28/18 | 30.00 |
| 10E100 1500 6430 00 000000 | ip0430 | Naperville Central High School | 04/30/2018 | 1316430 | B track county meet 5/4/18 | 250.00 |
| 10E013 1130 6450 00 000000 | ip0430 | NATIONAL COUNCIL OF THE SOCIAL | 04/30/2018 | 1316431 | renewal for Lisa Willuweit membership | 40.00 |
| 10E013 1130 6450 00 000000 | ip0430 | NATIONAL COUNCIL OF THE SOCIAL | 04/30/2018 | 1316431 | renewal for Lisa Willuweit membership | 75.00 |
| 10E100 1500 6430 00 000000 | ip0430 | Waukegan High School | 04/30/2018 | 1316432 | B var volleyball invite 5/5/18 | 300.00 |
| 10E100 1500 6430 00 000000 | ip0430 | Wheaton Warrenville South High | 04/30/2018 | 1316433 | B JV vol invite 5/20/18 | 125.00 |
| 10E070 2410 3410 00 000000 | ip4301 | WEST CHICAGO POST OFFICE | 04/30/2018 | 1316434 | Progress grade mailers | 979.95 |
| Totals for checks | | | | | | 13,581.63 |

FUND SUMMARY

| <u>FUND</u> | <u>DESCRIPTION</u> | <u>BALANCE SHEET</u> | <u>REVENUE</u> | <u>EXPENSE</u> | <u>TOTAL</u> |
|-------------|-------------------------|----------------------|----------------|----------------|--------------|
| 10 | ED FUND | 785.81 | 35.55 | 10,908.61 | 11,729.97 |
| 20 | OPER & MAINT | 0.00 | 108.00 | 1,495.14 | 1,603.14 |
| 40 | TRANSPORT | 0.00 | 0.00 | 248.52 | 248.52 |
| *** | Fund Summary Totals *** | 785.81 | 143.55 | 12,652.27 | 13,581.63 |

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

**COMMUNITY HIGH SCHOOL
DISTRICT 94
West Chicago, Illinois**

**TREASURER'S REPORT
FOR MONTH ENDING APRIL 2018**

| FUND | CASH BALANCE Thru 3/31/2018 | RECEIPTS April 2018 | DISBURSEMENTS April 2018 | CASH BALANCE Thru 4/30/2018 | INVESTMENTS AT COST Thru 4/30/2018 |
|-------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------|------------------------------------|------------------------------------------|--------------------------------------------------|
| EDUCATIONAL | \$ (676,842.78) | \$ 2,451,275.99 | \$ 2,070,754.66 | \$ (296,321.45) | \$ 4,856,960.19 |
| OPERATIONS & MAINTENANCE | \$ (516,014.04) | \$ 14,198.82 | \$ 225,046.45 | \$ (726,861.67) | \$ 1,939,684.02 |
| DEBT SERVICES | \$ 899,513.70 | \$ - | \$ - | \$ 899,513.70 | \$ 791,773.42 |
| TRANSPORTATION | \$ (162,111.48) | \$ 153,657.72 | \$ 112,559.28 | \$ (121,013.04) | \$ 725,958.58 |
| I.M.R.F. | \$ 8,526.79 | \$ 13,855.33 | \$ 39,303.02 | \$ (16,920.90) | \$ 109,301.83 |
| SOCIAL SECURITY/MEDICARE | \$ 1,818.24 | \$ 16,626.39 | \$ 41,811.57 | \$ (23,366.94) | \$ 44,621.02 |
| CAPITAL IMPROVEMENTS 2017 | \$ (815,056.48) | \$ 51,957.47 | \$ 135,810.63 | \$ (898,909.64) | \$ 9,293,055.07 |
| CAP IMPROVEMENTS | \$ 11,824.80 | \$ - | \$ - | \$ 11,824.80 | \$ 1,191.56 |
| WORKING CASH | \$ 1,168,766.17 | \$ - | \$ - | \$ 1,168,766.17 | \$ 909,764.90 |
| TORT | \$ 120,798.84 | \$ 8,659.58 | \$ - | \$ 129,458.42 | \$ 103,832.20 |
| TOTAL | \$ 41,223.76 | \$ 2,710,231.30 | \$ 2,625,285.61 | \$ 126,169.45 | \$18,776,142.79 |
| Monthly Invest. Int., Adj. & Fees/YTD Interest thru 4/30/18 <i>(included in revenue and investment totals)</i> | \$ 517,128.08 | 40,822.64 | - | | \$ 557,950.72 |
| PLUS INVESTMENTS | | | | \$18,776,142.79 | |
| TOTAL YEAR-TO-DATE CASH AND INVESTMENTS AS OF APRIL 30, 2018 | | | | \$ 18,902,312.24 | |

Kevin Kotche, Treasurer

Date

**COMMUNITY HIGH SCHOOL DISTRICT 94
STATEMENT OF POSITION
FINANCIAL REPORT
FOR PERIOD ENDING April 30, 2018**

Percent of Fiscal Year Complete: 83.33

| ASSETS | IMPREST, PETTY CASH & SCHLSHP | CASH BALANCES | INVESTMENT BALANCES | ACCOUNTS RECEIVABLE | AUDIT ENTRY | TOTAL ASSETS |
|---------------------------|----------------------------------|------------------|------------------------|------------------------|----------------|-------------------|
| EDUCATIONAL | 16,438 | (296,321) | 4,856,960 | | | 4,577,077 |
| OPERATIONS & MAINTENANCE | | (726,862) | 1,939,684 | | | 1,212,822 |
| DEBT SERVICES | | 899,514 | 791,773 | | | 1,691,287 |
| TRANSPORTATION | | (121,013) | 725,959 | | | 604,945 |
| MUNICIPAL RETIREMENT | | (16,921) | 109,302 | | | 92,381 |
| SOCIAL SECURITY/MEDICARE | | (23,367) | 44,621 | | | 21,254 |
| CAPITAL IMPROVEMENTS 2017 | | (898,910) | 9,293,055 | 4,599 | | 8,398,744 |
| CAPITAL IMPROVEMENTS | | 11,825 | 1,192 | | | 13,016 |
| WORKING CASH | | 1,168,766 | 909,765 | | | 2,078,531 |
| TORT | | 129,458 | 103,832 | | | 233,290 |
| TOTAL | 16,438 | 126,169 | 18,776,143 | 4,599 | - | 18,923,347 |

| LIABILITIES AND FUND EQUITY | TAX WARRENTS | ACCOUNTS PAYABLE | ENCUMBERED PAYABLES | OTHER PAYABLES | FUND EQUITY | TOTAL LIABILITY AND FUND EQUITY |
|-----------------------------|-----------------|---------------------|------------------------|-------------------|-------------------|------------------------------------|
| EDUCATIONAL | | (29,554) | 145,641 | | 4,460,990 | 4,577,077 |
| OPERATIONS & MAINTENANCE | | (4,389) | 68,282 | | 1,148,929 | 1,212,822 |
| DEBT SERVICES | | | | | 1,691,287 | 1,691,287 |
| TRANSPORTATION | | | 136,903 | | 468,042 | 604,945 |
| MUNICIPAL RETIREMENT | | | | | 92,381 | 92,381 |
| SOCIAL SECURITY/MEDICARE | | (235) | | | 21,489 | 21,254 |
| CAPITAL IMPROVEMENTS 2017 | | 6,213 | 329,350 | | 8,063,181 | 8,398,744 |
| CAPITAL IMPROVEMENTS | | | | | 13,016 | 13,016 |
| WORKING CASH | | | | | 2,078,531 | 2,078,531 |
| TORT | | | | | 233,290 | 233,290 |
| TOTAL | - | (27,965) | 680,177 | - | 18,271,136 | 18,923,347 |

| RECEIPTS | BUDGET 2017 - 2018 | CURRENT REVENUES | Y.T.D. REVENUES | OTHER RECEIPTS | UNREALIZED BALANCE | PERCENT REALIZED |
|---------------------------|-----------------------|---------------------|--------------------|-------------------|-----------------------|---------------------|
| EDUCATIONAL | 24,031,122 | 710,305 | 14,239,512 | | 9,791,609 | 59.25% |
| OPERATIONS & MAINTENANCE | 3,260,221 | 12,291 | 1,638,904 | | 1,621,317 | 50.27% |
| DEBT SERVICES | 2,779,909 | 910 | 1,466,365 | | 1,313,544 | 52.75% |
| TRANSPORTATION | 1,519,072 | 153,928 | 1,007,852 | | 511,220 | 66.35% |
| MUNICIPAL RETIREMENT | 497,528 | 13,855 | 255,093 | | 242,435 | 51.27% |
| SOCIAL SECURITY/MEDICARE | 473,406 | 16,626 | 252,497 | | 220,909 | 53.34% |
| CAPITAL IMPROVEMENTS 2017 | 9,203,000 | 12,323 | 9,372,005 | | (169,005) | 101.84% |
| CAPITAL IMPROVEMENTS | - | 52,959 | 222,050 | | (222,050) | 2.41% |
| WORKING CASH | 2,500 | 883 | 9,083 | | (6,583) | 363.32% |
| TORT | 158,513 | 4,222 | 110,013 | | 48,499 | 69.40% |
| TOTAL | 41,925,270 | 978,303 | 28,573,373 | - | 13,351,897 | 68.15% |

| DISBURSEMENTS | BUDGET 2017 - 2018 | CURRENT EXPENDITURES | Y.T.D. EXPENDITURES | CURRENT ENCUMBERED | UNENCUMBERED BALANCE | PERCENT ENCUMBERED |
|---------------------------|-----------------------|-------------------------|------------------------|-----------------------|-------------------------|-----------------------|
| EDUCATIONAL | 24,019,888 | 2,047,289 | 20,447,836 | 145,641 | 3,426,410 | 85.13% |
| OPERATIONS & MAINTENANCE | 3,257,840 | 219,665 | 2,409,786 | 68,282 | 779,772 | 73.97% |
| DEBT SERVICES | 2,737,500 | - | 2,835,497 | | (97,997) | 103.58% |
| TRANSPORTATION | 1,512,750 | 112,044 | 1,005,635 | 136,903 | 370,213 | 66.48% |
| MUNICIPAL RETIREMENT | 493,516 | 39,303 | 385,073 | | 108,443 | 78.03% |
| SOCIAL SECURITY/MEDICARE | 466,573 | 41,812 | 398,115 | | 68,458 | 85.33% |
| CAPITAL IMPROVEMENTS 2017 | 8,000,000 | 137,191 | 1,189,712 | 329,350 | 6,480,938 | 14.87% |
| CAPITAL IMPROVEMENTS | - | - | 10,850 | | (10,850) | 0.14% |
| WORKING CASH | 2,500 | - | - | | 2,500 | 0.00% |
| TORT | 267,975 | - | 195,283 | | 72,692 | 72.87% |
| TOTAL | 40,758,542 | 2,597,304 | 28,877,786 | 680,177 | 11,200,579 | 70.85% |

| FUND BALANCE | JULY 1 EQUITY | YEAR-TO-DATE RECEIPTS | YEAR-TO-DATE EXPENDITURES | CURRENT ENCUMBERED | OTHER ACTIVITY | *CURRENT EQUITY |
|--------------------------|-------------------|--------------------------|------------------------------|-----------------------|-------------------|--------------------|
| EDUCATIONAL | 10,814,955 | 14,239,512 | 20,447,836 | 145,641 | | 4,460,990 |
| OPERATIONS & MAINTENANCE | 1,988,093 | 1,638,904 | 2,409,786 | 68,282 | | 1,148,929 |
| DEBT SERVICES | 3,060,419 | 1,466,365 | 2,835,497 | | | 1,691,287 |
| TRANSPORTATION | 602,728 | 1,007,852 | 1,005,635 | 136,903 | | 468,042 |
| MUNICIPAL RETIREMENT | 222,362 | 255,093 | 385,073 | | | 92,381 |
| SOCIAL SECURITY/MEDICARE | 167,107 | 252,497 | 398,115 | | | 21,489 |
| CAP IMPROVEMENTS 2017 | - | 9,372,005 | 1,189,712 | 329,350 | | 7,852,942 |
| CAPITAL IMPROVEMENTS | 12,055 | 222,050 | 10,850 | | | 223,255 |
| WORKING CASH | 2,069,448 | 9,083 | - | | | 2,078,531 |
| TORT | 318,560 | 110,013 | 195,283 | | | 233,290 |
| TOTAL | 19,255,728 | 28,573,374 | 28,877,786 | 680,177 | - | 18,271,136 |

**COMMUNITY HIGH SCHOOL DISTRICT 94
STATEMENT OF REVENUE AND EXPENDITURES
YTD ENDING
APRIL 30, 2018**

PERCENT OF FISCAL YEAR COMPLETED:83.33

DISTRICT 94 REVENUE & EXPENDITURE REPORT

APRIL 30, 2018

FUND

BEGINNING FUND BALANCE

| EDUCATION | O & M | DEBT SVC | TRANSP | IMRF | SSM | ALL CAP IMPRV | WRK CASH | TORT | TOTAL ALL |
|---------------|--------------|--------------|------------|------------|------------|---------------|--------------|------------|---------------|
| \$ 10,814,955 | \$ 1,988,093 | \$ 3,060,419 | \$ 602,728 | \$ 222,362 | \$ 167,107 | \$ 12,055 | \$ 2,069,448 | \$ 318,560 | \$ 19,255,728 |

REVENUE BUDGET

| | | | | | | | | | |
|---------------|--------------|--------------|--------------|------------|------------|--------------|----------|------------|---------------|
| \$ 24,031,122 | \$ 3,260,221 | \$ 2,779,909 | \$ 1,519,072 | \$ 497,528 | \$ 473,406 | \$ 9,203,000 | \$ 2,500 | \$ 158,513 | \$ 41,925,270 |
|---------------|--------------|--------------|--------------|------------|------------|--------------|----------|------------|---------------|

RECEIPTS

| | | | | | | | | | | |
|-------------------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|---------------|---------------|
| 1. CORPORATE P. P. REPLACEMENT TAX | \$ 342,133 | \$ 32,732 | | \$ 22,773 | \$ 51,899 | \$ 62,268 | \$ 194,466 | \$ 32,427 | 738,698 | |
| 2. SUMMER PROGRAM FEES | 38,380 | | | | | | | | 38,380 | |
| 3. EARNINGS ON TAXES/ INVESTMENTS | 118,247 | 9,862 | 7,563 | 4,475 | 947 | 302 | 11 | 9,083 | 150,554 | |
| 4. BOND PRINCIPAL AND INTEREST 2017 | | | 96,151 | | | | 9,372,005 | | 9,468,156 | |
| 5. PUPIL & COMMUNITY SERVICES | 851,911 | | | | | | | | 851,911 | |
| 6. FACILITY RENTALS | | 33,049 | | | | | | | 33,049 | |
| 7. IMPACT FEES/P.U.D/LAND CASH DONATE | | | | | | | 27,573 | | 27,573 | |
| 8. EVIDENCE BASED FUNDING (EBF) | 2,221,228 | | | | | | | | 2,221,228 | |
| 9. STATE/ CATEGORICAL AID /GRANTS FY18 | 934,765 | | | 562,210 | | | | | 1,496,976 | |
| 10. ARRA AID/ARRA FEDERAL FUNDING | - | | | | | | | | - | |
| 11. FEDERAL AID/GRANTS FY18 LATE PMTS | 830,415 | | | | | | | | 830,415 | |
| 12. PROPERTY TAXES - ED. FUND-TORT | 8,740,311 | 1,563,052 | 1,362,651 | 417,843 | 202,247 | 189,927 | | 77,523 | 12,553,553 | |
| 13. PROPERTY TAXES - SPEC'L EDUCATION | 113,957 | | | | | | | | 113,957 | |
| 14. PERMANENT TRANSFER OF INTEREST/EQ | | | | | | | | | - | |
| 15. CURRENT YEAR LEVY-ADVANCED TAXES | | | | | | | | | - | |
| 16. FLOW-THRU/VENDOR REVENUE/MISC REV | 48,166 | 209 | | 550 | | | | | 48,925 | |
| TOTAL REVENUE REALIZED | \$ 14,239,512 | \$ 1,638,904 | \$ 1,466,365 | \$ 1,007,852 | \$ 255,093 | \$ 252,497 | \$ 9,594,055 | \$ 9,083 | \$ 110,013 | \$ 28,573,373 |
| <i>PERCENT REVENUE REALIZED (Actual/Budget)</i> | <i>59.25%</i> | <i>50.27%</i> | <i>52.75%</i> | <i>66.35%</i> | <i>51.27%</i> | <i>53.34%</i> | <i>104.25%</i> | <i>363.32%</i> | <i>69.40%</i> | <i>68.15%</i> |

EXPENDITURE BUDGET

| | | | | | | | | | |
|---------------|--------------|--------------|--------------|------------|------------|--------------|----------|------------|---------------|
| \$ 24,019,888 | \$ 3,257,840 | \$ 2,737,500 | \$ 1,512,750 | \$ 493,516 | \$ 466,573 | \$ 8,000,000 | \$ 2,500 | \$ 267,975 | \$ 40,758,542 |
|---------------|--------------|--------------|--------------|------------|------------|--------------|----------|------------|---------------|

DISBURSEMENTS

| | | | | | | | | | | |
|--------------------------------------------------------|---------------|---------------|----------------|---------------|---------------|---------------|---------------|--------------|---------------|---------------|
| 1. SALARIES | \$ 12,909,854 | \$ 938,969 | | | | | \$ 83,593 | | 13,932,416.37 | |
| 2. BENEFITS | 3,294,305 | 207,161 | | | | | 5,239 | | 3,506,705 | |
| 3. EMPLOYER IMRF | | | | | 385,073 | | | | 385,073 | |
| 4. EMPLOYER FICA | | | | | | | 207,089 | | 207,089 | |
| 5. EMPLOYER MEDICARE | | | | | | | 191,025 | | 191,025 | |
| 6. PURCHASED SERVICES/CONTRACTS REG | 1,811,688 | 211,426 | | 463,664 | | | 78,950 | | 2,565,727 | |
| 7. PURCHASED SERVICES/MINI BUSSES | | | | | | | | | - | |
| 8. PURCHASED SERVICES/SPECIAL ED | | | | 438,585 | | | | | 438,585 | |
| 9. PURCHASED SERVICES/TCD | | | | 54,705 | | | | | 54,705 | |
| 10. FUEL ADJ/EARLY DISMISSAL/FIELD TRIP | | | | 48,681 | | | | | 48,681 | |
| 12. UNEMPLOYMENT INSURANCE | | | | | | | | 5,313 | 5,313 | |
| 13. SCHOOL BOND FINANCIAL SERVICES | | | | | | | | | - | |
| 14. TREASURER BOND | | | | | | | | 11,265 | 11,265 | |
| 15. WORKERS COMPENSATION | | | | | | | | 80,450 | 80,450 | |
| 16. GENERAL LIABILITY INSURANCE | | | | | | | | 96,933 | 96,933 | |
| 17. STUDENT ACCIDENT INSURANCE | | | | | | | | 1,322 | 1,322 | |
| 18. UTILITIES | | 591,217 | | | | | | | 591,217 | |
| 19. SUPPLIES & MATERIALS | 444,240 | 154,668 | | | | | | | 598,908 | |
| 20. TAX PAYMENTS | | | | | | | | | - | |
| 21. CAPITAL/NON-CAPITAL EQUIPMENT/FURN | 335,917 | 304,714 | | | | | 1,032,780 | | 1,673,411 | |
| 22. CAPITAL CONTRACTS/ IMPROVEMENTS | | 1,581 | | | | | | | 1,581 | |
| 23. CAPITAL LEASE EXPENSE | | | | | | | | | - | |
| 24. BOND INTEREST EXPENSE | | | 161,328 | | | | | | 161,328 | |
| 25. DUES, FEES AND INVESTMENT COSTS | 83,607 | 49 | 4,169 | | | | | | 87,825 | |
| 26. REDEMPTION OF PRINCIPAL | | | 2,670,000 | | | | | | 2,670,000 | |
| 27. PERMANENT TRANSFERS - INTEREST/EQ | | | | | | | | | - | |
| 28. TUITION & SPEC ED COST/(TUITION RFND) | 1,567,716 | | | | | | | | 1,567,716 | |
| 29. RETIREMENT BENEFITS/OTHER | 510 | | | | | | | | 510 | |
| TOTAL EXPENDITURES DISBURSED | \$ 20,447,836 | \$ 2,409,785 | \$ 2,835,497 | \$ 1,005,635 | \$ 385,073 | \$ 398,115 | \$ 1,200,562 | \$ 195,283 | \$ 28,877,786 | |
| <i>Encumbered Expenditures</i> | \$ 145,641 | \$ 68,282 | \$ - | \$ 136,903 | \$ - | \$ - | \$ 329,350 | \$ - | \$ 680,177 | |
| <i>PERCENT DISBURSED PLUS ENCUMBERED(Total/Budget)</i> | <i>85.13%</i> | <i>78.06%</i> | <i>103.58%</i> | <i>79.53%</i> | <i>78.03%</i> | <i>85.33%</i> | <i>19.12%</i> | <i>0.00%</i> | <i>72.87%</i> | <i>72.52%</i> |

EXCESS OF REVENUE/(EXPENDITURES)

| | | | | | | | | | |
|----------------|--------------|----------------|----------|--------------|--------------|--------------|----------|-------------|--------------|
| \$ (6,208,324) | \$ (770,882) | \$ (1,369,132) | \$ 2,217 | \$ (129,981) | \$ (145,618) | \$ 8,393,493 | \$ 9,083 | \$ (85,270) | \$ (304,413) |
|----------------|--------------|----------------|----------|--------------|--------------|--------------|----------|-------------|--------------|

ENDING FUND BALANCE *

| | | | | | | | | | |
|--------------|--------------|--------------|------------|-----------|-----------|--------------|--------------|------------|---------------|
| \$ 4,460,990 | \$ 1,148,929 | \$ 1,691,287 | \$ 468,042 | \$ 92,381 | \$ 21,489 | \$ 8,076,197 | \$ 2,078,531 | \$ 233,290 | \$ 18,271,136 |
|--------------|--------------|--------------|------------|-----------|-----------|--------------|--------------|------------|---------------|

FUND

| EDUCATION | O & M | DEBT SVC | TRANSP | IMRF | SSM | ALL CAP IMPRV | WRK CSH | TORT | TOTAL ALL |
|-----------|-------|----------|--------|------|-----|---------------|---------|------|-----------|
|-----------|-------|----------|--------|------|-----|---------------|---------|------|-----------|

3 YEAR BUDGET/ACTUAL TOTAL
SUMMARY OF AMENDED CURRENT YEAR BUDGET

April 30, 2018

| DEPARTMENT/SUMMARY | FUND | # | DEPT | 15 ACTUAL | 16 ACTUAL | 17 ACTUAL | % CHANGE | 18 BUDGET | % CHANGE | 18 ACTUAL | YTD % |
|--------------------|------|----|------|-----------|-----------|------------|----------|-----------|----------|-----------|---------|
| GENERAL H.S. | 10 | 1 | TTL | 163,899 | 147,432 | 126,695 | -60.06% | 369,100 | -191.33% | 98,467 | 26.68% |
| HMBD TUTORS | 10 | 2 | TTL | 53,926 | 36,002 | 37,400 | -6.54% | 37,200 | -3.33% | 34,497 | 92.73% |
| ART | 10 | 3 | TTL | 238,287 | 233,574 | 252,079 | -3.29% | 266,212 | -13.97% | 209,860 | 78.83% |
| SCIENCE | 10 | 4 | TTL | 1,132,241 | 1,261,501 | 1,288,187 | -9.79% | 1,357,256 | -7.59% | 1,147,184 | 84.52% |
| DRIVER'S ED | 10 | 5 | TTL | 225,170 | 146,878 | 153,727 | -14.07% | 164,058 | -11.70% | 207,833 | 126.68% |
| ENGLISH | 10 | 6 | TTL | 1,504,422 | 1,569,209 | 1,552,387 | -3.06% | 1,551,974 | 1.10% | 1,341,123 | 86.41% |
| FOREIGN LANG | 10 | 7 | TTL | 622,480 | 657,811 | 633,862 | -6.93% | 632,591 | 3.83% | 565,045 | 89.32% |
| HEALTH ED | 10 | 8 | TTL | 1,938 | 962 | 1,688 | 93.78% | 2,625 | -172.88% | 160 | 6.11% |
| MATHEMATICS | 10 | 9 | TTL | 1,516,614 | 1,492,933 | 1,537,793 | 1.02% | 1,549,868 | -3.81% | 1,330,908 | 85.87% |
| MUSIC | 10 | 10 | TTL | 239,396 | 234,840 | 239,732 | 4.38% | 262,361 | -11.72% | 219,149 | 83.53% |
| MUSIC INITIATIVE | 10 | 10 | TTL | - | - | 24,999 | - | - | 0.00% | 4,205 | 0.00% |
| PHYSICAL DEV | 10 | 11 | TTL | 1,123,465 | 1,212,245 | 1,227,552 | -0.50% | 1,195,294 | 1.40% | 903,725 | 75.61% |
| SOC STUDIES | 10 | 13 | TTL | 1,294,648 | 1,417,983 | 1,465,961 | -7.89% | 1,518,400 | -7.08% | 1,326,630 | 87.37% |
| TECHNOLOGY | 10 | 14 | TTL | 724,375 | 814,149 | 903,063 | -9.67% | 983,566 | -20.81% | 885,693 | 90.05% |
| DEV LEARNING | 10 | 22 | TTL | 3,481,469 | 4,023,729 | 4,122,903 | -2.32% | 4,105,257 | -2.03% | 3,679,571 | 89.63% |
| ADULT ED - LOCAL | 10 | 28 | TTL | 7,618 | - | - | -29.14% | 10,000 | 0.00% | - | 0.00% |
| SUMR ADLT ED | 10 | 29 | TTL | 2,109 | 3,960 | 6,457 | -49.18% | 6,650 | -67.94% | 16,492 | 248.00% |
| BUSINESS ED | 10 | 30 | TTL | 547,649 | 543,543 | 484,521 | 1.46% | 479,041 | 11.87% | 440,993 | 92.06% |
| FACS | 10 | 32 | TTL | 254,816 | 268,654 | 257,571 | 2.15% | 169,162 | 37.03% | 196,200 | 115.98% |
| IND ARTS-TECH ED | 10 | 34 | TTL | 150,372 | 134,984 | 133,908 | 16.06% | 124,944 | 7.44% | 74,870 | 59.92% |
| B T I | 10 | 35 | TTL | 345 | 153 | - | -13.67% | 150 | 1.93% | - | 0.00% |
| PHOTOGRAPHY | 10 | 36 | TTL | 14,926 | - | - | - | - | - | - | 0.00% |
| SUMMER SCH/R | 10 | 40 | TTL | 63,990 | 106,534 | 67,248 | 13.05% | 72,300 | 32.13% | 40,796 | 56.43% |
| SUMMER SPORTS C | 10 | 41 | TTL | 44,444 | 44,600 | 47,564 | -1.24% | 45,000 | -0.90% | 35,548 | 79.00% |
| BILINGUAL | 10 | 45 | TTL | 518,222 | 541,136 | 492,596 | -2.28% | 512,430 | 5.30% | 435,178 | 84.92% |
| SOCIAL WORKE | 10 | 50 | TTL | 341,209 | 210,863 | 201,735 | 93.45% | 205,872 | 2.37% | 173,396 | 84.23% |
| GUIDANCE DEP | 10 | 51 | TTL | 653,440 | 634,252 | 683,429 | 6.11% | 697,170 | -9.92% | 596,458 | 85.55% |
| SCHOOL NURSE | 10 | 52 | TTL | 176,998 | 173,991 | 175,876 | 10.78% | 180,335 | -3.65% | 150,171 | 83.27% |
| PSYC SERVICE | 10 | 53 | TTL | 151,563 | 161,158 | 170,537 | -7.00% | 164,062 | -1.80% | 125,850 | 76.71% |
| AVID PROGRAM | 10 | 54 | TTL | 133,626 | 156,091 | 186,780 | -24.29% | 202,075 | -29.46% | 168,533 | 83.40% |
| SPEECH PATH/AUDI | 10 | 55 | TTL | 59,907 | 62,717 | 64,303 | 0.00% | 66,123 | -5.43% | 56,483 | -3.04% |
| LEARNING RES | 10 | 61 | TTL | 287,778 | 272,085 | 248,928 | -0.44% | 259,020 | 4.80% | 216,637 | 83.64% |
| STAFF & CURR DEV | 10 | 62 | TTL | 217,781 | 239,438 | 264,787 | -20.15% | 274,614 | -14.69% | 143,905 | 52.40% |
| UTTERBACK DONAT | 10 | 64 | TTL | 16,255 | 21,489 | 2,735 | -6.52% | - | 100.00% | - | 0.00% |
| ASST PRINCIPAL | 10 | 69 | TTL | 1,063,106 | 1,083,594 | 1,016,334 | 2.62% | 1,184,371 | -9.30% | 980,396 | 82.78% |
| PRINCIPAL | 10 | 70 | TTL | 769,880 | 752,324 | 743,203 | 0.09% | 721,624 | 4.08% | 632,417 | 87.64% |
| SUPT OFFICE | 10 | 71 | TTL | 298,514 | 303,749 | 331,123 | -5.18% | 346,189 | -13.97% | 279,166 | 80.64% |
| DIR OF PRSNL | 10 | 72 | TTL | 248,118 | 257,225 | 224,279 | 2.89% | 249,282 | 3.09% | 199,317 | 79.96% |
| COMM RELATIONS | 10 | 73 | TTL | 36,939 | 57,398 | 59,057 | -40.77% | 62,925 | -9.63% | 51,477 | 81.81% |
| ED FOUNDATIO | 10 | 74 | TTL | 2,125 | 2,382 | 1,372 | 0.00% | 2,500 | -4.94% | 7,637 | 0.00% |
| BOARD OF ED | 10 | 75 | TTL | 148,375 | 158,611 | 167,319 | -8.75% | 181,625 | -14.51% | 180,640 | 99.46% |
| DIR OF BUSIN | 10 | 80 | TTL | 160,500 | 162,550 | 145,341 | -1.76% | 153,104 | 5.81% | 136,731 | 4.74% |
| CAFETERIA | 10 | 82 | TTL | 17,167 | 8,153 | 11,454 | -71.39% | 50,500 | -519.43% | 7,265 | 14.39% |
| EMP BENEFITS | 10 | 83 | TTL | 49,170 | 19,903 | 37,545 | 7.36% | 47,200 | -137.14% | 4,259 | 9.02% |
| FISCAL SVCS | 10 | 85 | TTL | 287,453 | 311,793 | 294,099 | -10.25% | 321,417 | -3.09% | 243,129 | 75.64% |
| MIS | 10 | 90 | TTL | 343,126 | 326,143 | 141313,285 | 3.18% | 341,383 | -4.67% | 245,021 | 71.77% |
| PMT OTH DIST | 10 | 97 | TTL | 1,089,255 | 423,660 | 437,969 | 24.54% | 489,500 | -15.54% | 779,064 | 159.15% |

3 YEAR BUDGET/ACTUAL TOTAL
SUMMARY OF AMENDED CURRENT YEAR BUDGET

| DEPARTMENT/SUMMARY | FUND | # | DEPT | 15 ACTUAL | 16 ACTUAL | 17 ACTUAL | % CHANGE | 18 BUDGET | % CHANGE | 18 ACTUAL | YTD % |
|--------------------|------|-----|------|----------------------|----------------------|----------------------|---------------|----------------------|--------------|----------------------|---------------|
| ATH/INTERSCH | 10 | 100 | TTL | 867,834 | 839,814 | 830,543 | 3.74% | 826,324 | 1.61% | 704,914 | 85.31% |
| AQUATICS | 10 | 102 | TTL | - | - | - | - | - | 0.00% | - | 0.00% |
| INTERSCHOLAS | 10 | 104 | TTL | 215,199 | 252,749 | 227,398 | -17.77% | 251,825 | 0.37% | 175,487 | 69.69% |
| ADULT ED - STATE | 10 | 902 | TTL | 84,683 | 800 | 92,565 | -3.59% | 92,565 | -11470.90% | 97,580 | 105.42% |
| CTEIG | 10 | 903 | TTL | 45,873 | 45,731 | 46,226 | -0.21% | 46,226 | -1.08% | 45,432 | 98.28% |
| BILING TBE | 10 | 904 | TTL | 91,056 | 97,819 | 106,798 | -4.69% | 106,795 | -9.18% | 84,628 | 79.24% |
| A E & L | 10 | 905 | TTL | 25,129 | 3,367 | 29,996 | 0.00% | 29,996 | -790.97% | 32,200 | 107.35% |
| C PERKINS | 10 | 906 | TTL | 34,507 | 31,319 | 38,995 | 0.96% | 37,700 | -20.38% | 22,331 | 59.23% |
| TITLE 1-LOW | 10 | 908 | TTL | 244,986 | 340,496 | 357,360 | -25.69% | 355,319 | -4.35% | 219,302 | 61.72% |
| ISLG GRANT | 10 | 925 | TTL | 1,568 | 1,476 | 1,177 | 0.00% | 1,500 | -1.63% | 1,275 | 85.02% |
| MEDICAID DIRECT D | 10 | 929 | TTL | 124,915 | 42,480 | 72,148 | -24.37% | 50,000 | -17.70% | 55,416 | 110.83% |
| IDEA 94-142 FLOW-T | 10 | 930 | TTL | 356,095 | 395,255 | 462,861 | -34.55% | 462,861 | -17.10% | 372,632 | 80.51% |
| ADM OUTREACH | 10 | 931 | TTL | 12,561 | 27,778 | 20,173 | -60.27% | 20,173 | 27.38% | 12,530 | 62.11% |
| TEACHER QUALITY | 10 | 932 | TTL | 41,370 | 10,608 | 27,836 | -0.10% | 29,977 | -182.58% | 27,052 | 90.24% |
| FED ADULT ED | 10 | 944 | TTL | 75,317 | 72,539 | 77,550 | 0.00% | 77,550 | -6.91% | 150 | 0.19% |
| LEARN SERVE | 10 | 945 | TTL | - | - | - | - | - | - | - | 0.00% |
| EL/CIVICS | 10 | 946 | TTL | - | - | - | - | - | - | - | 0.00% |
| LIPLEPS | 10 | 950 | TTL | 18,780 | 19,971 | 11,746 | -13.09% | 11,746 | 41.19% | 17,905 | 152.44% |
| BILINGUAL - IEP | 10 | 951 | TTL | 2,336 | 3,015.10 | 3,539 | -7.15% | 3,000 | 0.50% | 6,926 | 230.85% |
| O&M FUND | 20 | 0 | TTL | 2,542,962 | 2,805,202 | 3,610,425 | -16.87% | 3,257,840 | -16.14% | 2,409,786 | 73.97% |
| DEBT SVC FND | 30 | 0 | TTL | 3,050,202 | 3,050,130 | 2,742,875 | 0.04% | 2,737,500 | 10.25% | 2,835,497 | 103.58% |
| TRANSPORTATION | 40 | 0 | TTL | 1,311,851 | 1,271,828 | 1,291,882 | -3.61% | 1,432,750 | -12.65% | 956,632 | 66.77% |
| SCIENCE | 40 | 4 | TTL | (1,372) | (9) | (487) | - | - | 100.00% | 331 | 0.00% |
| ENGLISH | 40 | 6 | TTL | - | - | (505) | - | - | 0.00% | - | 0.00% |
| FOREIGN EXCH | 40 | 7 | TTL | 686 | 135 | 623 | - | - | 100.00% | 337 | 0.00% |
| MUSIC | 40 | 10 | TTL | - | 308 | - | - | - | 0.00% | - | 0.00% |
| PHYSICAL DEV | 40 | 11 | TTL | - | - | - | - | - | 0.00% | - | 0.00% |
| SOCIAL STUDIES | 40 | 13 | TTL | 227 | (1) | (122) | - | - | 100.00% | 185 | 0.00% |
| SPECIAL ED | 40 | 22 | TTL | - | - | - | - | - | 0.00% | - | 0.00% |
| BUSINESS ED | 40 | 30 | TTL | - | (105) | - | - | - | 0.00% | - | 0.00% |
| FACS | 40 | 32 | TTL | - | 181 | - | - | - | 0.00% | - | 0.00% |
| PHOTOGRAPHY | 40 | 36 | TTL | - | - | - | - | - | 0.00% | - | 0.00% |
| ATH/INTERSCH | 40 | 100 | TTL | 69,012 | 73,381 | 60,270 | 0.00% | 80,000 | -9.02% | 47,850 | 59.81% |
| PEP BUS | 40 | 104 | TTL | 5,903 | 2,555 | 6,714 | 0.00% | - | 100.00% | 300 | 100.00% |
| IMRF | 50 | 0 | TTL | 472,385 | 463,758 | 468,364 | -1.96% | 493,516 | -6.42% | 385,073 | 78.03% |
| SOC SEC & MEDCAR | 51 | 0 | TTL | 454,114 | 462,637 | 474,178 | -1.75% | 466,573 | -0.85% | 398,115 | 85.33% |
| CAP PROJ 2017 | 60 | 0 | TTL | 3,345,450 | 2,966,525 | 5,165,980 | -9.72% | 8,000,000 | -169.68% | 1,189,712 | 14.87% |
| CAPITAL PROJECTS | 65 | 0 | TTL | 3,345,450 | 2,966,525 | 5,165,980 | -9.72% | - | 100.00% | 10,850 | 0.00% |
| W/C | 70 | 0 | TTL | - | 2,322 | 4,649 | - | 2,500 | - | - | 0.00% |
| TORT FUND | 80 | 0 | TTL | 212,927 | 256,821 | 229,720 | -30.45% | 267,975 | -4.34% | 195,283 | 72.87% |
| TOTALS | | | | \$ 37,531,114 | \$ 37,199,790 | \$ 42,466,839 | -9.06% | \$ 40,758,542 | 3.28% | \$ 28,877,786 | 70.85% |

**COMMUNITY HIGH SCHOOL
DISTRICT 94**
REVENUE AND EXPENDITURE REPORT
LOCAL, STATE, AND FEDERAL GRANTS
Ending April 30, 2018

GRANT REVENUE & EXPENDITURE SUMMARY
APRIL 2018

Percentage of Fiscal Year:
83.33%

| NAME | SOURCE | CODE | DEPT | CURRENT BUDGET | PRIOR YEAR REVENUE | FY 18 REVENUE | EXPENDITURES | ENCUMBERED | BALANCE | % UNREALIZED REVENUE |
|--------------------------------------|---------|--------|---------|---------------------|--------------------|-------------------|---------------------|-----------------|---------------------|----------------------|
| Adult Ed Summer School & Computer L | Local | 132300 | 29 | \$ 6,650 | | \$ 2,770 | \$ 16,492 | | \$ (13,722) | 58% |
| DuPage Foundation - Music Initiative | Local | 199900 | 10 | \$ - | | | | | \$ - | 100% |
| Education Foundation/Leadership Mini | Local | 199990 | 74/918 | \$ 2,500 | | \$ 7,637 | \$ 7,637 | | \$ (0) | 100% |
| C.T.E.I.G. Vocational Programs | State | 322000 | 903 | \$ 46,226 | | \$ 31,536 | \$ 45,432 | | \$ (13,896) | 32% |
| Bilingual T.B.E./T.P.I. | State | 330500 | 924/904 | \$ 106,795 | \$ 79,831 | \$ 14,354 | \$ 84,628 | | \$ (70,273) | 87% |
| Adult Ed State Basic 3-1 | State | 340000 | 902 | \$ 92,565 | \$ 97,580 | | \$ 97,580 | | \$ (97,580) | 100% |
| Adult Ed Performance | State | 340100 | 905 | \$ 29,996 | \$ 32,200 | | \$ 32,200 | | \$ (32,200) | 100% |
| State Library Grant | State | 380000 | 925 | \$ 1,500 | \$ 1,275 | | \$ 1,275 | | \$ (1,275) | 100% |
| Title 1 Low Income NCLB | Federal | 430000 | 908 | \$ 355,319 | \$ 141,456 | \$ 146,382 | \$ 219,302 | \$ 6,056 | \$ (78,976) | 59% |
| I.D.E.A. Flow Thru Sub-Grant ** | Federal | 462000 | 930 | \$ 462,861 | \$ 92,723 | \$ 260,483 | \$ 372,632 | \$ 2,089 | \$ (114,238) | 44% |
| Title IIC Carl Perkins - Voc Ed | Federal | 474500 | 906 | \$ 37,700 | | \$ 15,141 | \$ 22,331 | \$ 930 | \$ (8,120) | 60% |
| Adult Ed Federal Basic | Federal | 480000 | 944 | \$ 77,550 | \$ 30,539 | | \$ 150 | | \$ (150) | 100% |
| Medicaid Direct Service Costs ** | Federal | 490000 | 929 | \$ 50,000 | \$ 8,484 | \$ 55,209 | \$ 55,416 | | \$ (206) | -10% |
| Medicaid Administrative Outreach ** | Federal | 490000 | 931 | \$ 20,173 | | \$ 5,322 | \$ 12,530 | | \$ (7,209) | 74% |
| Bilingual - IEP | Federal | 490500 | 951 | \$ 3,000 | | \$ 1,263 | \$ 6,926 | | \$ (5,663) | 58% |
| Title III LIPLEPS | Federal | 490900 | 950 | \$ 11,746 | \$ 8,178 | \$ 19,138 | \$ 17,905 | | \$ 1,233 | -63% |
| Title II A Teacher Quality NCLB | Federal | 493200 | 932 | \$ 29,977 | \$ 9,869 | \$ 20,311 | \$ 27,052 | | \$ (6,741) | 32% |
| TOTAL | | | | \$ 1,334,557 | \$ 502,135 | \$ 579,546 | \$ 1,019,485 | \$ 9,075 | \$ (449,014) | 56.6% |

** Special Ed Grants

COMMUNITY HIGH SCHOOL

DISTRICT 94

LOCAL, STATE, FEDERAL GRANTS
Ending April 30, 2018

Percent of Fiscal Year
83.33%

APRIL 2018
GRANT REVENUE

| NAME | SOURCE | CODE | DEPT | GRANT BUDGET | PRIOR YR REVENUE | FY18 REVENUE | \$ UNREALIZED | % UNREALIZED | % REALIZED |
|--------------------------------------|---------|--------|---------|---------------------|-------------------|-------------------|-------------------|--------------|--------------|
| Adult Ed Summer School & Comput | Local | 132300 | 29 | \$ 6,650 | \$ - | \$ 2,770 | \$ 3,880 | 58% | 42% |
| DuPage Foundation - Music Initiative | Local | 199900 | 10 | \$ - | \$ - | \$ - | \$ - | 0% | 0% |
| Education Foundation/Leadership M | Local | 199990 | 74/918 | \$ 2,500 | \$ - | \$ 7,637 | \$ (5,137) | -205% | 305% |
| C.T.E.I.G. Vocational Programs | State | 322000 | 903 | \$ 46,226 | \$ - | \$ 31,536 | \$ 14,690 | 32% | 68% |
| Bilingual T.B.E./T.P.I. | State | 330500 | 924/904 | \$ 106,795 | \$ 79,831 | \$ 14,354 | \$ 92,441 | 87% | 13% |
| Adult Ed State Basic 3-1 | State | 340000 | 902 | \$ 92,565 | \$ 97,580 | \$ - | \$ 92,565 | 100% | 0% |
| Adult Ed Performance | State | 340100 | 905 | \$ 29,996 | \$ 32,200 | \$ - | \$ 29,996 | 100% | 0% |
| State Library Grant | State | 380000 | 925 | \$ 1,500 | \$ 1,275 | \$ - | \$ 1,500 | 100% | 0% |
| Title 1 Low Income NCLB | Federal | 430000 | 908 | \$ 355,319 | \$ 141,456 | \$ 146,382 | \$ 208,937 | 59% | 41% |
| I.D.E.A. Flow Thru Sub-Grant ** | Federal | 462000 | 930 | \$ 462,861 | \$ 92,723 | \$ 260,483 | \$ 202,378 | 44% | 56% |
| Title IIC Carl Perkins - Voc Ed | Federal | 474500 | 906 | \$ 37,700 | \$ - | \$ 15,141 | \$ 22,559 | 60% | 40% |
| Adult Ed Federal Basic | Federal | 480000 | 944 | \$ 77,550 | \$ 30,539 | \$ - | \$ 77,550 | 100% | 0% |
| Medicaid Direct Service Costs ** | Federal | 490000 | 929 | \$ 50,000 | \$ 8,484 | \$ 55,209 | \$ (5,209) | -10% | 110% |
| Medicaid Administrative Outreach ** | Federal | 490000 | 931 | \$ 20,173 | \$ - | \$ 5,322 | \$ 14,851 | 74% | 26% |
| Bilingual IEP | Federal | 490500 | 951 | \$ 3,000 | \$ - | \$ 1,263 | \$ - | 0% | 0% |
| Title III LIPLEPS | Federal | 490900 | 950 | \$ 11,746 | \$ 8,178 | \$ 19,138 | \$ (7,392) | -63% | 163% |
| Title II A Teacher Quality NCLB | Federal | 493200 | 932 | \$ 29,977 | \$ 9,869 | \$ 20,311 | \$ 9,666 | 32% | 68% |
| TOTAL | | | | \$ 1,334,557 | \$ 502,135 | \$ 579,546 | \$ 755,011 | 56.6% | 43.4% |

* Amended Revenue activity may occur throughout FY17/18 impacting expenditure activity

GRANT EXPENDITURES

| NAME | SOURCE | CODE | DEPT | GRANT BUDGET | EXPENDITURE | ENCUMBERED | BUDGET BALANCE | % UNENCUMBERED | % ENCUMBERED |
|--------------------------------------|---------|--------|---------|---------------------|---------------------|-----------------|----------------|----------------|--------------|
| Adult Ed Summer School & Comput | Local | 132300 | 29 | \$ 6,650 | 16,492 | | | 0% | 248% |
| DuPage Foundation - Music Initiative | Local | 199900 | 10 | \$ - | | | | 0% | 0% |
| Education Foundation/Leadership M | Local | 199990 | 74/918 | \$ 2,500 | 7,637 | | | 0% | 305% |
| C.T.E.I.G. Vocational Programs | State | 322000 | 903 | \$ 46,226 | 45,432 | | | 0% | 98% |
| Bilingual T.B.E./T.P.I. | State | 330500 | 924/904 | \$ 106,795 | 84,628 | | | 0% | 79% |
| Adult Ed State Basic 3-1 | State | 340000 | 902 | \$ 92,565 | 97,580 | | | 0% | 105% |
| Adult Ed Performance | State | 340100 | 905 | \$ 29,996 | 32,200 | | | 0% | 107% |
| State Library Grant | State | 380000 | 925 | \$ 1,500 | 1,275 | | | 0% | 85% |
| Title 1 Low Income NCLB | Federal | 430000 | 908 | \$ 355,319 | 219,302 | \$ 6,056 | | 0% | 63% |
| I.D.E.A. Flow Thru Sub-Grant ** | Federal | 462000 | 930 | \$ 462,861 | 372,632 | \$ 2,089 | | 0% | 81% |
| Title IIC Carl Perkins - Voc Ed | Federal | 474500 | 906 | \$ 37,700 | 22,331 | \$ 930 | | 0% | 62% |
| Adult Ed Federal Basic | Federal | 480000 | 944 | \$ 77,550 | 150 | | | 0% | 0% |
| Medicaid Direct Service Costs ** | Federal | 490000 | 929 | \$ 50,000 | 55,416 | | | 0% | 111% |
| Medicaid Administrative Outreach ** | Federal | 490000 | 931 | \$ 20,173 | 12,530 | | | 0% | 62% |
| Bilingual IEP | Federal | 490500 | 951 | \$ 3,000 | 6,926 | | | 0% | 0% |
| Title III LIPLEPS | Federal | 490900 | 950 | \$ 11,746 | 17,905 | | | 0% | 152% |
| Title II A Teacher Quality NCLB | Federal | 493200 | 932 | \$ 29,977 | 27,052 | | | 0% | 90% |
| TOTAL | | | | \$ 1,334,557 | \$ 1,019,485 | \$ 9,075 | \$ - | 0% | 77% |

** Special Ed Grants

**COMMUNITY HIGH SCHOOL
DISTRICT 94
PETTY CASH FUND
APRIL 30, 2018**

This listing represents payments from the High School Cash Fund for April 30, 2018. Reimbursement for the following paid from this fund is hereby requested from the Board of Education of Community High School District 94, West Chicago, Illinois at its regular meeting on May 15, 2018.

| <u>DATE PAID</u> | <u>PAID TO</u> | <u>FOR</u> | <u>AMOUNT</u> |
|--------------------|----------------|-----------------------------------|------------------------|
| Apr 27, 2018 | Sharon Mooney | Sp.Ed. L.I. Grad Student Cap/Gown | \$ 60.00 |
| Grand Total | | | <u>\$ 60.00</u> |

Director of Business Services

May 08, 2018
Date

| LOC | LOC | April 2017-18 Beginning Balance | April 2017-18 Debits | April 2017-18 Credits | April 2017-18 Monthly Activity | Ending Balance |
|-----|------------------|------------------------------------|-------------------------|--------------------------|-----------------------------------|-------------------|
| 99 | STUDENT ACTIVITY | | | | | |
| 505 | CHESS | 1,623.73CR | | | | 1,623.73CR |
| 506 | SPED RECYC/SHRD | 1,224.39CR | | | | 1,224.39CR |
| 507 | BEST BUDDIES | 6,763.10CR | 2.15 | | 2.15 | 6,760.95CR |
| 508 | CRTE ENT | 541.24CR | | | | 541.24CR |
| 511 | ART COLLECTION | 105.35CR | 0.27 | | 0.27 | 105.08CR |
| 513 | INTL CLUB | 1,927.20CR | | 125.00 | -125.00 | 2,052.20CR |
| 514 | CHRONICLE | 1,383.21CR | | 800.00 | -800.00 | 2,183.21CR |
| 515 | CHEERLEADING | 3,896.40CR | | | | 3,896.40CR |
| 516 | DANCE PROD | 2,180.25CR | | | | 2,180.25CR |
| 517 | SPEECH | 1,587.78CR | 838.07 | 2,216.00 | -1,377.93 | 2,965.71CR |
| 518 | FBLA | 435.03CR | 1,430.90 | 1,083.80 | 347.10 | 87.93CR |
| 520 | GERMAN CLUB | 31.74CR | | | | 31.74CR |
| 521 | FICA-SKILLS | 2,064.54CR | 753.47 | | 753.47 | 1,311.07CR |
| 523 | MATH TEAM | 55.83CR | | | | 55.83CR |
| 524 | HORTICULTURE | 3,539.24CR | 3.76 | | 3.76 | 3,535.48CR |
| 526 | PEP CLUB | 1,582.59CR | 3.76 | | 3.76 | 1,578.83CR |
| 527 | POMS | 4,047.48CR | 5.91 | 548.02 | -542.11 | 4,589.59CR |
| 528 | SNOWBALL | 2,378.64CR | 1.88 | | 1.88 | 2,376.76CR |
| 529 | SADD | 1,662.78CR | | | | 1,662.78CR |
| 530 | EXCHANGE | 5,290.60CR | 1.88 | 92.00 | -90.12 | 5,380.72CR |
| 531 | SPANISH CLUB | 3,685.59CR | | | | 3,685.59CR |
| 533 | STUDENT COUNCIL | 19,557.05CR | 60,001.90 | 69,501.00 | -9,499.10 | 29,056.15CR |
| 534 | SUNDRY | 1,651.40CR | | | | 1,651.40CR |
| 535 | THESPIANS | 6,817.65CR | 2,681.22 | 154.60 | 2,526.62 | 4,291.03CR |
| 536 | VOCATIONAL SIGN | 1,836.54CR | | | | 1,836.54CR |
| 537 | YEARBOOK | 4,895.99CR | | | | 4,895.99CR |
| 538 | BAND-JAZZ | 1,258.53CR | 3.76 | | 3.76 | 1,254.77CR |
| 539 | CHORAL-CHOIR | 5,724.54CR | 3,359.42 | 622.62 | 2,736.80 | 2,987.74CR |
| 540 | ORCHESTRA | 6,407.39CR | 1.88 | | 1.88 | 6,405.51CR |
| 541 | INTERACT CLUB | 3,903.58CR | 1,515.00 | | 1,515.00 | 2,388.58CR |
| 542 | ANL | 2,013.73CR | | | | 2,013.73CR |
| 543 | WEGO CARES | 939.97CR | | | | 939.97CR |
| 544 | SCHOLASTIC BOWL | 890.36CR | | | | 890.36CR |
| 545 | PHOTGRAPHY | 58.01CR | | | | 58.01CR |
| 547 | NHS | 1,475.95CR | 89.46 | 1,406.57 | -1,317.11 | 2,793.06CR |
| 548 | GSA | 774.39CR | | 416.65 | -416.65 | 1,191.04CR |
| 549 | CREATIVE WRITNG | 75.83CR | 0.27 | | 0.27 | 75.56CR |
| 550 | ACTIVE DIR ACCT | 1,121.88CR | | | | 1,121.88CR |

2018 APRIL - Student Activity - Board (Date: 4/2018)

| LOC | LOC | April 2017-18 Beginning Balance | April 2017-18 Debits | April 2017-18 Credits | April 2017-18 Monthly Activity | Ending Balance |
|-----|------------------|------------------------------------|-------------------------|--------------------------|-----------------------------------|-------------------|
| 99 | STUDENT ACTIVITY | | | | | |
| 551 | TRANSITION CTR | 3,178.59CR | 250.74 | | 250.74 | 2,927.85CR |
| 552 | TRI M | 434.99CR | | | | 434.99CR |
| 553 | HAGGERTY FORD | 13,251.55CR | 2,716.22 | | 2,716.22 | 10,535.33CR |
| 554 | OLA'AS | 851.32CR | 465.00 | 152.00 | 313.00 | 538.32CR |
| 555 | COMPASS | 85.32CR | | | | 85.32CR |
| 560 | WEGO 2 AFR | 32.52CR | | | | 32.52CR |
| 561 | SLC9 2 AFRICA | 5,763.19CR | 1,742.15 | 3,024.84 | -1,282.69 | 7,045.88CR |
| 562 | PRESCHOOL | 1,452.05CR | 165.45 | 62.40 | 103.05 | 1,349.00CR |
| 563 | Teen Mom | 119.87CR | | | | 119.87CR |
| 564 | HUMANITIES/SSS | 5,700.00CR | | | | 5,700.00CR |
| 566 | ROAR | 1,221.37CR | | | | 1,221.37CR |
| 570 | ADAMS EXPRESS | 48.07CR | | | | 48.07CR |
| 572 | SPORTSFEST | 2,445.01CR | | | | 2,445.01CR |
| 573 | TARGET | 166.89CR | 55.41 | | 55.41 | 111.48CR |
| 576 | OUT/BD AT RISK | 0.57CR | | | | 0.57CR |
| 580 | LOUIS RANSOM AR | 497.00CR | | | | 497.00CR |
| 582 | STEP PROJECT | 232.46CR | | | | 232.46CR |
| 583 | STEPPERS | 2,896.50CR | 111.72 | | 111.72 | 2,784.78CR |
| 584 | GREEN CLUB | 666.57CR | | | | 666.57CR |
| 585 | FRENCH CLUB | 822.35CR | | | | 822.35CR |
| 586 | LRC BOOK CLUB | 109.94CR | 1.88 | 426.60 | -424.72 | 534.66CR |
| 587 | LIFESMARTS | 343.80CR | 343.80 | 750.00 | -406.20 | 750.00CR |
| 589 | CONSUMER ED | 1.84CR | | | | 1.84CR |
| 591 | TECHNOLOGY | 5.50CR | | | | 5.50CR |
| 592 | HABITAT FOR HUM | 25.92CR | | | | 25.92CR |
| 600 | ATHLETIC TRAINR | 1,716.84CR | | | | 1,716.84CR |
| 601 | BADMINTON | 497.98CR | 560.88 | 356.00 | 204.88 | 293.10CR |
| 602 | BASEBALL | 14,783.82CR | 0.27 | 131.00 | -130.73 | 14,914.55CR |
| 603 | BOY'S BB | 5,082.66CR | 7.55 | | 7.55 | 5,075.11CR |
| 604 | BOY'S CROSS CTY | 321.58CR | | | | 321.58CR |
| 605 | BOY'S SOCCER | 526.80CR | 1.88 | | 1.88 | 524.92CR |
| 606 | BOY'S TENNIS | 237.79CR | | | | 237.79CR |
| 607 | BOY'S TRACK | 3,069.51CR | 1,200.27 | | 1,200.27 | 1,869.24CR |
| 608 | GIRL'S FDR BB | 247.96CR | 977.15 | 525.00 | 452.15 | 204.19 |
| 609 | FOOTBALL | 1,913.06CR | 1.88 | | 1.88 | 1,911.18CR |
| 610 | GIRL'S BASKETBL | 566.35CR | 5.64 | 550.00 | -544.36 | 1,110.71CR |
| 611 | GIRL'S CROSS CT | 828.31CR | 1.88 | | 1.88 | 826.43CR |
| 612 | GIRL'S SOCCER | 6,310.54CR | 1,945.92 | | 1,945.92 | 4,364.62CR |

| LOC | LOC | April 2017-18 Beginning Balance | April 2017-18 Debits | April 2017-18 Credits | April 2017-18 Monthly Activity | Ending Balance |
|-----------------|------------------|------------------------------------|-------------------------|--------------------------|-----------------------------------|-------------------|
| 99 | STUDENT ACTIVITY | | | | | |
| 613 | GIRL'S TENNIS | 2,860.33CR | | | | 2,860.33CR |
| 614 | GIRL'S TRACK | 1,146.27CR | | | | 1,146.27CR |
| 615 | BOYS GOLF | 1,287.91CR | | | | 1,287.91CR |
| 616 | MUSIC | 6,857.71CR | 168.27 | 316.14 | -147.87 | 7,005.58CR |
| 617 | SOFTBALL | 5,714.31CR | 2,629.73 | 980.42 | 1,649.31 | 4,065.00CR |
| 618 | BOYS SWIM TEAM | 579.85CR | 1.88 | | 1.88 | 577.97CR |
| 619 | GIRLS V-BALL | 2,006.62CR | 3.76 | | 3.76 | 2,002.86CR |
| 620 | GIRL'S FDR VB | 619.97CR | | | | 619.97CR |
| 621 | WRESTLING | 122.21CR | 1,004.30 | 2,199.12 | -1,194.82 | 1,317.03CR |
| 622 | ATHLETIC DIR | 66.85CR | | | | 66.85CR |
| 623 | GIRLS SWIM TEAM | 1,437.86CR | | | | 1,437.86CR |
| 624 | GIRLS GOLF | 782.18CR | | | | 782.18CR |
| 625 | BOYS V-BALL | 344.59CR | | 665.90 | -665.90 | 1,010.49CR |
| --- | *STUDENT ACTIVI | 205,692.55CR | 85,058.59 | 87,105.68 | -2,047.09 | 207,739.64CR |
| Grand Equity To | | 205,692.55CR | 85,058.59 | 87,105.68 | -2,047.09 | 207,739.64CR |

Number of Accounts: 89

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

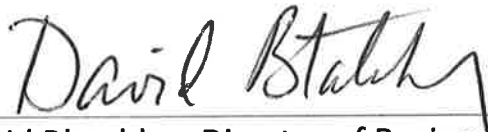
Community High School District 94

Vendor List Update

April 30, 2018

Tasks Unlimited

Village of Rosemont



David Blatchley, Director of Business Services

5-8-18

Date

**COMMUNITY HIGH SCHOOL DISTRICT 94
CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017
FINANCIAL STATEMENT
YTD ENDING APRIL 30, 2018**

| SOURCE OF FUNDS | CAPITAL IMPROVEMENTS - BOND REFERENDUM |
|--------------------------------------------------------|---------------------------------------------------|
| BEGINNING BALANCE | \$ - |
| REVENUE BUDGET | \$ 9,203,000 |
| RECEIPTS | |
| 1. BOND PRINCIPAL - BONDS SOLD SERIES 2017 | \$ 9,290,561 |
| 2. BOND INTEREST - BOND SERIES 2017 | \$ 66,833 |
| 3. ISSUANCE COSTS RESERVE - REFUND INVESTED | \$ 14,611 |
| TOTAL REVENUE REALIZED | \$ 9,372,005 |
| <i>PERCENT REVENUE REALIZED (Actual/Budget)</i> | <i>101.84%</i> |
| | |
| EXPENDITURE BUDGET | \$ 8,000,000.00 |
| DISBURSEMENTS | |
| 1. EARNINGS | \$ 29,466 |
| 2. INSURANCE | 4,104 |
| 3. EMPLOYER IMRF | 3,548 |
| 4. EMPLOYER FICA | 1,827 |
| 5. EMPLOYER MEDICARE | 427 |
| 6. PURCHASED SERVICES - BOND ISSUANCE | 78,950 |
| 7. CAPITAL 2018 RENOVATIONS | 610,351 |
| 8. CAPITAL 2018 GYM BLEACHERS | 21,656 |
| 9. CAPITAL 2018 TENNIS COURT | 49,099 |
| 10 CAPITAL 2019 - 2020 ADDITION-REMODELING | 337,479 |
| TOTAL EXPENDITURES DISBURSED | \$ 1,136,907 |
| <i>Encumbered Expenditures</i> | <i>329,350</i> |
| <i>PERCENT DISBURSED PLUS ENCUMBERED(Total/Budget)</i> | <i>18.33%</i> |
| | |
| EXCESS OF REVENUE/(EXPENDITURES) | \$ 7,905,747 |
| ENDING BALANCE | \$ 7,905,747 |
| SOURCE OF FUNDS | CAPITAL IMPROVEMENTS - BOND REFERENDUM |

COMMUNITY HIGH SCHOOL DISTRICT 94
CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017
EXPENDITURE DETAILS
YTD ENDING APRIL 30, 2018

| EARNINGS - Building Operations | \$29,466 | BENEFITS - Life, LTD, Dental, Health Ins. | 4,104 | BENEFITS - IMRF, FICA, Medicare | 5,802 |
|---------------------------------------|-----------------|--------------------------------------------------|--------------|--------------------------------------------|--------------|
| Monthly = \$10,449 | | Monthly = \$1,455 | | IMRF - Employer Pd IMRF Rate 12.04% | |
| Director Dec 2017 \$10,449 x 63% | 6,583 | Director Dec 2017 \$1,455 x 63% = \$917 | 917 | Earnings thru Apr. 2018 \$29,466 x 12.04% | 3,548 |
| Director Jan 2018 \$10,449 x 23% | 2,403 | Director Jan 2018 \$1,455 x 23% = \$335 | 335 | FICA - Employer Pd FICA Rate 6.2% | |
| Director Feb 2018 \$10,449 x 42% | 4,389 | Director Feb 2018 \$1,455 x 42% = \$611 | 611 | Earnings thru Apr. 2018 \$29,466 x 6.2% | 1,827 |
| Director Mar 2018 \$10,449 x 82% | 8,568 | Director Mar 2018 \$1,455 x 82% = \$1,193 | 1,193 | MEDICARE - Employer Pd Medicare Rate 1.45% | |
| Director Apr 2018 \$10,449 x 72% | \$7,523 | Director Apr 2018 \$1,455 x 72% = \$1,048 | 1,048 | Earnings thru Apr. 2018 \$29,466 x 1.45% | 427 |

COMMUNITY HIGH SCHOOL DISTRICT 94
 CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017
 EXPENDITURE DETAILS
 YTD ENDING APRIL 30, 2018

| PURCHASED SERVICES - | 78,950 | CAPITAL 2018 RENOVATIONS | 610,351 | CAPITAL 2018 GYM BLEACHERS | \$21,656 |
|-----------------------------------------------|--------|-----------------------------------------------------------------|---------|------------------------------------------|----------|
| Issuance Costs: | | DLA Architects, Ltd Jun 2017 1926 Bld | 2,313 | DLA Architects, Ltd Aug 2017 Replacement | 7,560 |
| Bond council - Chapman & Cutler | 32,500 | DLA Architects, Ltd Jul 2017 | 12,933 | DLA Architects, Ltd Sep 2017 Replacement | 3,240 |
| Disclosure Counsel, Chapman & Cutler | 21,000 | DLA Architects, Ltd Aug 2017 | 58,609 | DLA Architects, Ltd Oct 2017 Replacement | 5,400 |
| Rating Agency, Moodys | 14,000 | DLA Architects, Ltd Sep 2017 | 87,583 | DLA Architects, Ltd Nov 2017 Replacement | 5,456 |
| Issuer Counsel, Hauser Izzo LLC | 5,000 | DLA Architects, Ltd Oct 2017 | 104,012 | | |
| Preliminary/Final Official Statement Printing | 2,500 | DLA Architects. Ltd. Nov 2017 | 53,811 | | |
| Bond Registrar/Paying Agent, Amalgamated | 950 | Advance Mechanical - Sewer System | 10,430 | | |
| Treasurer's Surety Bond | 2,000 | Hygieneering, Inc - Plaster Ceiling Inspec. | 2,019 | | |
| Filing and Fedex and Other Expenses | 1,000 | LJ Morse Construction Co. General Remodel #1 | 74,054 | | |
| | | DLA Architects, Ltd Dec 2017 | 136,406 | | |
| | | DLA Architects, Ltd Nov 2017 | (3,623) | | |
| | | LJ Morse Construction Co. General Remodeling #2 | 55,170 | | |
| | | DLA Architects, Ltd Nov 2017 | 3,623 | | |
| | | DLA Architects, Ltd March 2018 Services | 13,013 | | |
| | | May 15, 2018 Bill List | | May 15, 2018 Bill List | |
| | | LJ Morse Construction Co. Gen Remodeling #3 \$272,344.92 | | No Payments this B/L | |
| | | Hygieneering, Inc-Fieldhse Upgrades Prof. Svcs. Feb. \$2,684.59 | | | |
| | | DLA Architects, LTD April 2018 Services \$7,520.84 | | | |

COMMUNITY HIGH SCHOOL DISTRICT 94
 CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017
 EXPENDITURE DETAILS
 YTD ENDING APRIL 30, 2018

| CAPITAL 2018 TENNIS COURT | \$49,099 | CAPITAL 2019 - 2020 ADDITION-REMODELING | \$337,479 | GRAND TOTAL | \$1,136,907 |
|---------------------------------------------|----------|----------------------------------------------------|-----------|-------------------------------|---------------------------|
| OZ Engineering, LLC Resurface Investigation | 5,520 | DLA Architects, Ltd Nov 2017 Begin Project | 32,172 | | |
| W-T Group, LLC Survey Services | 3,250 | DLA Architects, Ltd Dec 2017 Begin Project | 32,098 | | |
| W-T Group, LLC Survey Services | 6,000 | DLA Architects, Ltd Jan 2018 Begin Project | 96,000 | | |
| DLA Architects, Ltd Aug 2017 Reconstruct | 2,240 | DLA Architects, Ltd Feb 2018 Begin Project | 64,791 | | |
| DLA Architects, Ltd Sep 2017 Reconstruct | 2,435 | DLA Architects Mar 2018 - FY19 Project | 112,418 | | |
| DLA Architects, Ltd Oct 2017 Reconstruct | 5,950 | | | | |
| DLA Architects, Ltd Nov 2017 Reconstruct | 8,500 | | | | |
| DLA Architects, Ltd Jan 2018 Reconstruct | 4,278 | | | | |
| DLA Architects, Ltd Feb 2018 Reconstruct | 8,690 | | | | |
| DLA Architects, Ltd Mar 2018 Reconstruct | 2,237 | | | | |
| May 15, 2018 Bill List | | May 15, 2018 Bill List | | May 15, 2018 Bill List | |
| No Payments in this B/L | | DLA Architects Apr 2018 - FY19 Project \$46,800.00 | | Grand Total 329,350.35 | |
| | | | | TOTAL ALL | <u>\$1,466,258</u> |

Resolution Appointing School Treasurer

WHEREAS, pursuant to the School Code (105 ILCS 5/5-1), the Board of Education may appoint a School Board Member to Serve as School Treasurer; and,

WHEREAS, the Board of Education has determined that the responsibilities of “School Treasurer” shall be met by a current School Board Member.

NOW, THEREFORE, Be It Resolved by the Board of Education of School District No. 94, DuPage County, Illinois, that Kevin Kotche be appointed as School Treasurer effective July 1, 2018.

Member _____ moved and Member _____ seconded the motion that said resolution as presented and read by title be adopted.

After a full and complete discussion thereof, the President directed the Secretary to call the roll for a vote upon the motion to adopt said resolution.

Upon the roll being called, the members voted as follows:

AYE: _____

NAY: _____

ABSENT/ABSTAIN: _____

Whereupon the President declared the motion carried and said resolution adopted May 15, 2018.

BOARD OF EDUCATION OF COMMUNITY HIGH
SCHOOL DISTRICT NO. 94
DUPAGE COUNTY, ILLINOIS

By: _____ (Board President)

Attest: _____ (Board Secretary)

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education (the "Board") of **Community High School District Number 94** DuPage County, Illinois (the "District"), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing is a full, true and complete copy of a resolution entitled:

APPOINTMENT OF SCHOOL TREASURER

Which resolution was adopted at a meeting of the Board held on the 15th day of May 2018.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the *Open Meetings Act* of the State of Illinois, as amended, the *School Code* of the State of Illinois, as amended and that the Board has complied with all the provisions of said Acts and said Codes and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature this 15th day of May 2018.

Secretary, Board of Education
COMMUNITY HIGH SCHOOL
DISTRICT 94

COMMUNITY HIGH SCHOOL DISTRICT 94
RESOLUTION APPROVING SURETY BOND OF TREASURER

WHEREAS, the attached School Treasurer’s Surety Bond (“Surety Bond”) was executed by the authorized agent of Liberty Mutual Insurance Company, as surety on or about May 15, 2018;

WHEREAS, the Surety Bond was executed under oath by Kevin Kotche as Principal on May 15, 2018;

WHEREAS, the Surety Bond was fully executed at the time this Board passed a resolution on May 15, 2018, confirming Kevin Kotche appointment as District Treasurer, effective July 1, 2018;

NOW, THEREFORE, Be It Resolved by the Board of Education of Community High School District 94 DuPage County, Illinois, as follows:

Section 1: This Board adopts as findings of fact all of the recitals above and incorporates them herein by reference.

Section 2: A majority of the members of this Board hereby expressly approves the Surety Bond.

Adopted this 15th day of May, 2018, by the following roll call vote:

AYES: _____

NAYS: _____

ABSTAIN/ABSENT: _____

BOARD OF EDUCATION OF COMMUNITY HIGH
SCHOOL DISTRICT NO. 94
DUPAGE COUNTY, ILLINOIS

By: _____ (Board President)

Attest: _____ (Board Secretary)

State of Illinois)
)SS
County of DuPage)

No Petition Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting Regional Superintendent of Schools for the Regional Office of Education serving the Educational Service Region including DuPage County, Illinois, and as such official I do further certify that the records of my office do evidence that School District Number 94, DuPage County, Illinois (the "District"), or any part thereof, is not involved in any manner whatsoever in any proceedings for the conversion or combination of the District or the formation of a combined elementary district, a combined high school district, a combined unit district, a unit district, a combined high school-unit district, a new elementary district or an optional elementary unit district or to dissolve and establish a new school district or districts or become part of an optional elementary unit district pursuant to the provisions of Article 11E of the School Code of the State of Illinois, as amended, or of any other provision of said Code.

I do further certify that as such Regional Superintendent I am also ex-officio Secretary of the Regional Board of School Trustees of said Region (including said County), and as such official I do further certify that the records of my office do evidence that there has not been filed in my office nor is there now pending any petition or petitions affecting in any manner whatsoever the present boundaries of the District as the District is now constituted.

In Witness Whereof, I hereunto affix my official signature, this ____ day of June, 2018.

Regional Superintendent of Schools and
Ex-officio Secretary of the Regional Board
of School Trustees

COMMUNITY HIGH SCHOOL DISTRICT 94
RESOLUTIONS APPROVING TREASURER SPECIAL SURETY BOND FOR SERIES
2018 GENERAL OBLIGATION BONDS

WHEREAS, on April 17, 2018, this Board adopted a Resolution providing for the issue of not to exceed \$28,540,000 in General Obligation School Building Bonds (the "Bonds") of Community High School District Number 94, DuPage County, Illinois, for the purposes of improving the site of and building and equipping a new school building, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bond to the purchaser thereof ("Bond Resolution");

WHEREAS, in Section 8 of the Bond resolution, this Board provided that the special surety bond executed by the School Treasurer in connection with the issuance of the Bonds as required by Section 19-6 of the School Code "is hereby approved";

WHEREAS, the attached School Treasurer's Bond Covering Special Bond Issue ("Special Surety Bond") was executed by the authorized agent of Underwriter's at Liberty Mutual Insurance Company, as surety on or about May 15, 2018;

WHEREAS, the Special Surety Bond was executed under oath by Kevin Kotche as Principal on May 15, 2018;

NOW, THEREFORE, Be It Resolved by the Board of Education of Community High School District 94, DuPage County, Illinois, as follows:

Section 1: This Board adopts as findings of fact all of the recitals above and incorporates them herein reference.

Section 2: This Board hereby ratifies its approval of the Special Surety Bond on May 15, 2018, and hereby approves the Special Surety Bond.

Adopted this 15th day of May, 2018, by the following roll call vote:

AYES: _____

NAYS: _____

ABSTAIN/ABSENT: _____

BOARD OF EDUCATION OF COMMUNITY HIGH
SCHOOL DISTRICT 94
DUPAGE COUNTY, ILLINOIS

By: _____ (Board President)

Attest: _____ (Board Secretary)

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education (the "School Board") of **Community High School District 94**, DuPage County, Illinois (the "District"), and that as such official I am the keeper of the records and files of the School Board.

I do further certify that the foregoing is a full, true and complete copy of a resolution entitled:

**RESOLUTION APPROVING TREASURER SPECIAL SURETY BOND FOR SERIES
2018 GENERAL OBLIGATION BONDS**

Which said resolution was adopted at a meeting of the Board held on the 15th day of May, 2018.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all the new media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended and that the Board has complied with all of the provisions of said Acts and said Codes and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature this 15th day of May, 2018.

Secretary, Board of Education
Community High School District 94

DuPage Regional Office of Education
Treasurer Bond Calculation Form

Date:

District Name:
 Address:

Treasurer's Name:

Treasurer's date of election or appointment:
 Treasurer's date of expiration (if applicable):

School Treasurer's Bond (105 ILCS 5/8-2)

| | | |
|------------------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------|
| Projected Highest Fund Balance: | <input type="text" value="\$ 38,000,000.00"/> | Enter highest projected fund balance |
| Mulipied by 25% | x <u>25%</u> | |
| Anticipated Surety Bond Issue Amount | = \$ 9,500,000.00 | |
| The amount of the Bond listed on State of Illinois School Treasurer's Bond - Surety Bond Form. | <input type="text" value="\$ 9,500,000.00"/> | Enter treasurer's surety bond amount |
| | \$0.00 | Properly Funded |

Surety Company: _____ Issuance Date: _____ Expiration Date: _____

Treasurer's Bond For General Obligation Bond Issuance (105 ILCS 5/19-6 and 105 ILCS5/8-2)

| | | |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------|
| Anticipate Bond Proceeds: | <input type="text" value="\$ 28,540,000.00"/> | Enter anticipated bond proceeds |
| Mulipied by 25% | x <u>25%</u> | |
| Anticipated Special Surety Bond Amount | = \$ 7,135,000.00 | |
| The amount of the Bond listed on State of Illinois School Treasurer's Bond Covering Special Bond Issue Form. | <input type="text" value="1235000"/> | Enter special surety bond amount |
| | (\$5,900,000.00) | Underfunded |

Surety Company: Liberty Mutual Insurance Company Issuance Date: 7/1/2011 Expiration Date: May, 2019

An original of the Bond must be on file in the Regional Superintendent's Office, as well as an original Rider when applicable.

We affirm that the above information is accurate and current.

 School Board President

 School Board Secretary

Return completed form by June 12th to:
DuPage Regional Office of Education
Diane Kucharczyk, Coordinator of Admin. Services
421 N. County Farm Road
Wheaton, IL 60187
(630)407-5802

**VERIFICATION CERTIFICATE FOR
INDEFINITE TERM SURETY BOND**

THIS IS TO CERTIFY that Bond No. 404000350 issued by Liberty Mutual Insurance Company dated this 30 day of June, 2011, in the amount of Nine Million Five Hundred Thousand Dollars and 00/100 Dollars (\$9,500,000.00), on behalf of Kevin Kotche (as Principal), and in favor of Community High School District 94 (as Obligee), covers a term which began on the 1 day of July, 2011, and ends only with the cancellation of said bond or other legal termination thereof; and that the said bond remains in effect, subject to all its agreements, conditions and limitations.

Signed, sealed and dated 7/1/2018

Liberty Mutual Insurance Company

BY: Jodie Sellers
Jodie Sellers
Attorney-in-Fact

7/1/2018-7/1/2019

*Use current or renewal date.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8011145

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

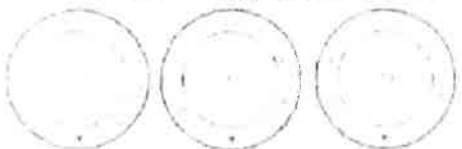
POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint:

Sharon A. Foulk, Patrick Gallagher, Thomas Gill, Kathy Hill, William T. Krumm, David L. Marcus, Harold Miller, Jr, Livia Oliveira, Cynthia Preston, Muriel Saenz, Jon A. Schroeder, Jodie Sellers, Karen E. Socha, Kathleen Weaver

all of the city of Rolling Meadows, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of those presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February 2018



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February 2018, before me personally appeared David M. Carey who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Public
Terese Pastella, Notary Public
1100 Market East, Montgomery County
My Commission Expires March 20, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Terese Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12 Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

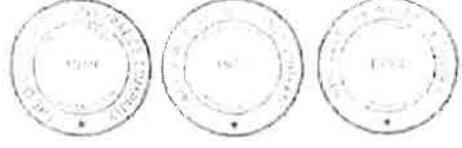
ARTICLE XIII - Execution of Contracts - SECTION 5 Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of July 2018



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

COMMUNITY HIGH SCHOOL

District 94

MEMO

TO: Board of Education
FROM: Dave Blatchley
RE: Working Cash Fund Interest Transfer
DATE: 5-15-18

Annually the Board authorizes the transfer of interest from the Working Cash Fund to the Education Fund. This is an allowable transfer under the Illinois School Code.

The Working Cash Fund has been in existence for well over 20 years and has maintained a balance since at least FY 11. Anticipated interest earning for this fiscal year is approximately \$12,000.

RESOLUTION INTERFUND TRANSFER
FY2018

WHEREAS, the Illinois School Code allows for interfund transfers from the Working Cash Fund to any Fund in need; and

WHEREAS, The Board of Education has previously adopted a Resolution Designating Interest Earnings for FY18 allowing the transfer of interest earnings; and

WHEREAS, it is anticipated that approximately \$12,000.00 shall be earned during FY18; and

NOW, THEREFORE, Be It Resolved by the Board of Education of Community High School District No. 94, DuPage County, Illinois, as follows:

1. The interest earnings generated during FY18 in the Working Cash Fund shall be transferred to the Education Fund.
2. That said transfer shall be made and entered in the books of the District prior to June 30, 2018.
3. This resolution shall take effect upon its adoption.

BOARD OF EDUCATION
COMMUNITY HIGH SCHOOL DISTRICT NO. 94,
DU PAGE COUNTY, ILLINOIS

By: _____
President

Attest: _____
Secretary

May 15, 2018

STATE OF ILLINOIS
COUNTY OF DU PAGE

RESOLUTION

DESIGNATING INTEREST EARNINGS
FOR FISCAL YEAR 2018-2019

WHEREAS, by regulation (23 Ill. Administrative Code 100.50(a)(4)), the Illinois State Board of Education now specifies that, unless a statute or school board resolution provides otherwise, interest earnings on school district funds shall be added to and become part of principal as of June 30 of each fiscal year;

WHEREAS, this Board wishes to retain the option of later transferring some or all of the interest earned during this fiscal year and previous fiscal years under Section 10-22.44 of the School code (105 ILCS 5/10-22.44);

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Community High School District No. 94, DuPage County, Illinois, as follows:

1. All interest earned in each fund of this School District during the current fiscal year is hereby designated as interest and not as the principal balance in that fund for the fiscal year beginning July 1, 2018, and is subject to being transferred as interest to the extent permitted by law.

2. All interest earned in each fund of this School District during any prior fiscal year and retained in the School District fund for which it accrued is hereby designated as interest and not as part of the principal balance in that fund for the fiscal year beginning July 1, 2018, and is subject to being transferred as interest to the extent permitted by law.

3. The School District Treasurer is directed to maintain a record of the total of all interest earnings so designated for each School District fund as of July 1, 2018, and to provide a report of that record to the Board.

4. This Resolution shall take effect upon its adoption.

BOARD OF EDUCATION
COMMUNITY HIGH SCHOOL DISTRICT NO. 94,
DUPAGE COUNTY, ILLINOIS

By:

Gary Saake, President

Attest:

Renee Yackey, Secretary

STATE OF ILLINOIS

COUNTY OF DuPAGE

CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Community High School District 94, DuPage County, Illinois (the "Board"), and that as such official I am the keeper of the records and files of the Board.

I do hereby further certify that the foregoing constitutes a full, true and complete copy of a resolution entitled:

RESOLUTION
DESIGNATING INTEREST EARNINGS

FOR FISCAL YEAR 2018 - 2019 as adopted by the Board at its meeting held on the 15th day of May, 2018.

I do further certify that the deliberations of the Board on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolutions was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provision of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 15th day of May, 2018.

Renee Yackey, Secretary
Board of Education
Community High School District 94
DuPage County, Illinois

Office of Human Resources – Personnel Report
5/15/18 – Board of Education Meeting

| NAME | POSITION | DIVISION | EFFECTIVE DATE | FTE | ACTION |
|-------------------------------------|---------------------------------|----------------------|--------------------------|-----|-------------|
| EMPLOYMENT | | | | | |
| Connor Zaputil | Teacher | Physical Development | August 13, 2018 | 1.0 | Employment |
| Heather Igelman | Teacher | Physical Development | August 13, 2018 | 1.0 | Employment |
| Emily Trowbridge | Teacher | ESL | August 13, 2018 | 1.0 | Employment |
| Jack Rustman | Teacher | Physical Development | August 13, 2018 | 1.0 | Employment |
| LEAVE OF ABSENCE | | | | | |
| Janet Hurtado | Social Worker | Student Services | 9/10/18 – 12/2/18 | 1.0 | Approve |
| SEPARATION OF EMPLOYMENT | | | | | |
| Jennifer Grenchik | Speech/Language Pathologist | SPED | End of 17/18 School Year | 1.0 | Resignation |
| Rebecca Hahn | Teacher | Science | End of 17/18 School Year | 1.0 | Resignation |
| Douglas Mullaney | Director | Athletics | October 2, 2019 | 1.0 | Retirement |
| William Bautista | Social Worker | Student Services | End of 17/18 School Year | 1.0 | Resignation |
| APPROVAL OF OVERLOAD CLASSES | | | | | |
| Mia Wirth | Teacher – Consumer Ed | Career & Tech Ed | 2018/2019 School Year | .1 | Approve |
| Angela Gentile | Teacher – FACS Foods 2 | Career & Tech Ed | 2018/2019 School Year | .1 | Approve |
| Akta Naik | Teacher – Math | Math | 2018/2019 School Year | .2 | Approve |
| Christopher Camerano | Teacher – Physics | Science | 2018/2019 School Year | .2 | Approve |
| Brianne Ferreiro | Teacher – Biology | Science | 2018/2019 School Year | .2 | Approve |
| Mark Poulterer | Teacher – ESL | World Language | 2018/2019 School Year | .2 | Approve |
| Eva Komaniecki | Teacher – ESL | World Language | 2018/2019 School Year | .1 | Approve |
| Marianne Melvin | Teacher – Alternative Education | Student Services | 2018/2019 School Year | .2 | Approve |

Office of Human Resources – Personnel Report
5/15/18 – Board of Education Meeting

| NAME | POSITION | DIVISION | EFFECTIVE DATE | FTE | ACTION |
|------------------------------------------------------------|------------------------------|-------------------------|----------------------------|-----|----------------|
| COACHING/ACTIVITY RECOMMENDATIONS | | | | | |
| David Kroger | Assistant Coach | Football | End of 2017/18 School Year | 1.0 | Resignation |
| Doug Rushing | Assistant Coach | Boys Basketball | End of 2017/18 School Year | 1.0 | Resignation |
| Jack Rustman | Head Coach | Football | June 1, 2018 | 1.0 | Employment |
| RENEWAL OF SINGLE YEAR CONTRACTS FOR ADMINISTRATORS | | | | | |
| Scott Albright | Division Head | Science | The 2018/2019 School Year | 1.0 | Renew contract |
| Stephen Balhan | Division Head | Math | The 2018/2019 School Year | 1.0 | Renew contract |
| Antonio Del Real | Dean of Students | Student Services | The 2018/2019 School Year | 1.0 | Renew contract |
| Len Egan | Division Head | Counseling | The 2018/2019 School Year | 1.0 | Renew contract |
| Mary Howard | Division Head | Language Arts | The 2018/2019 School Year | 1.0 | Renew contract |
| Veronica Lange | Director-ELL / Division Head | World Languages | The 2018/2019 School Year | 1.0 | Renew contract |
| Douglas Mullaney | Director | Athletics | The 2018/2019 School Year | 1.0 | Renew contract |
| Joseph Neilon | Director | Technology | The 2018/2019 School Year | 1.0 | Renew contract |
| Sandra Pampuch | Coordinator | Special Education | The 2018/2019 School Year | 1.0 | Renew contract |
| David Pater | Director | Student Services | The 2018/2019 School Year | 1.0 | Renew contract |
| Danielle Welch | Director | Special Education | The 2018/2019 School Year | 1.0 | Renew contract |
| Lisa Willuweit | Division Head | Humanities | The 2018/2019 School Year | 1.0 | Renew contract |
| Jenna Windt | Dean of Students | Student Services | The 2018/2019 School Year | 1.0 | Renew contract |
| Marc Wolfe | Division Head | Career & Tech Education | The 2018/2019 School Year | 1.0 | Renew contract |
| APPROVE VACATION CARRY OVER FROM 2017-18 | | | | | |
| Dr. Douglas Domeracki | 10 days | | | | |

Memorandum

To: CHSD 94 Board of Education

From: Douglas Domeracki

Date: 5/11/2018

Re: Vacation Carry-over request

In compliance with Section 7(e) of the Superintendent employment contract, I am requesting the Board of Education grant a carry-over of ten (10) unused vacation days from the 2017-18 school year into the 2018-19 school year.



Operational Services

Use of Credit and Procurement Cards

The Superintendent and employees designated by the Superintendent are authorized to use District credit and procurement cards to simplify the acquisition, receipt, and payment of purchases and travel expenses incurred on the District's behalf. Credit and procurement cards shall only be used for those expenses that are for the District's benefit and serve a valid and proper public purpose; they shall not be used for personal purchases. Cardholders are responsible for exercising due care and judgment and for acting in the District's best interests.

The Superintendent or designee shall manage the use of District credit and procurement cards by employees. It is the Board's responsibility, through the audit and approval process, to determine whether District credit and procurement card use by the Superintendent is appropriate.

In addition to the other limitations contained in this and other Board policies, District credit and procurement cards are governed by the following restrictions:

1. Credit and/or procurement cards may only be used to pay certain job-related expenses or to make purchases on behalf of the Board or District or any student activity fund, or for purposes that would otherwise be addressed through a conventional revolving fund.
2. The Superintendent or designee shall instruct the issuing bank to block the cards' use at unapproved merchants.
3. Each cardholder, other than the Superintendent, may charge no more than \$500 in a single purchase and no more than \$1000 within a given month without prior authorization from the Superintendent.
4. The Superintendent or designee must approve the use of a District credit or procurement card whenever such use is by telephone, fax, and the Internet. Permission shall be withheld when the use violates any Board policy, is from a vendor whose reputation has not been verified, or would be more expensive than if another available payment method were used.
5. The consequences for unauthorized purchases include, but are not limited to, reimbursing the District for the purchase amount, loss of cardholding privileges, and, if made by an employee, discipline up to and including discharge.
6. All cardholders must sign a statement affirming that they are familiar with this policy.
7. The Superintendent shall implement a process whereby all purchases using a District credit or procurement card are reviewed and approved by someone other than the cardholder or someone under the cardholder's supervision.
8. Cardholders must submit the original, itemized receipt to document all purchases.
9. No individual may use a District credit or procurement card to make purchases in a manner contrary to State law, including, but not limited to, the bidding and other purchasing requirements in 105 LCS 5/10-20.21, or any Board policy.
10. The Superintendent or designee shall account for any financial or material reward or rebate offered by the company or institution issuing the District credit or procurement card and shall ensure that it is used for the District's benefit.

3315

Page 1 of 2

LEGAL REF... 105 LCS 5/10-20.21.
23 N.Admin.Code 1 00.70

CROSS REF...

ADOPTED:

DRAFT

Page 2 of 2

1703 Sexual Harassment

~~**Prohibited and Defined** – It is the policy of Community High School District 94 to maintain a working and learning environment free from sexual harassment. Sexual harassment is hereby prohibited. Any employee, student, intern, student teacher, or other representative of the District who engages in conduct which constitutes sexual harassment as defined in this policy shall be subject to discipline. Any employee or student of the District who is subjected to sexual harassment in the course of his or her employment or attendance in District shall have the right to file a complaint under this policy.~~

~~Any person making a knowingly false accusation regarding harassment will be subject to disciplinary action, up to and including discharge. An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about~~

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~~harassment. Retaliation against employees for bringing bona fide complaints or providing information about harassment is prohibited.~~

~~Sexual harassment means unwelcome sexual advances, requests for sexual favors or other unwelcome verbal or physical conduct of a sexual nature where:~~

- ~~* Submission to such conduct is explicitly or implicitly required of the recipient; or~~
- ~~* Submission to or rejection of such conduct is used as the basis of school or work-related decisions affecting the recipient; or~~
- ~~* Such conduct has the purpose or effect of unreasonably interfering with the recipient's work or school performance or of creating an intimidating, hostile, or offensive working or learning environment.~~

~~Consequences – Possible consequences for engaging in conduct constituting sexual harassment may include, but are not limited to, the following:~~

~~For Employees ...~~

- ~~_____ A. Discipline up to and including discharge.~~
- ~~_____ B. Participation in educational or training activities, counseling or mediation as a condition of continued employment.~~
- ~~_____ C. Referral to police and/or other local agencies.~~

~~For Students ...~~

~~A. Discipline up to and including expulsion. Disciplinary sanctions shall be based on:~~

- ~~_____ - severity of the misconduct~~
- ~~_____ - its pervasiveness or persistence~~

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~~_____ - effect on victim(s)~~

~~_____ - intent of the perpetrator~~

~~**B. Participation in educational and/or counseling activities as may be imposed as part of the disciplinary process.**~~

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~~**C. Referral to police and/or other local agencies.**~~

Adopted: March 18, 2003

Revised: June 16, 2009; March 17, 2015

Replaces:

Reference: Civil Rights Act of 1964, Title VII

Cf: Policy 1703P – Complaint Procedure

~~**1703P – Complaint Procedure**~~

~~**A. The Superintendent or his/her designee may serve as the District's Compliance Officer regarding sexual harassment allegations. It shall be the Compliance Officer's responsibility to promptly and thoroughly investigate any and all sexual harassment complaints received or referred and prepare a report to the Board or the Superintendent, as appropriate, on such investigation. Such report should be completed no more than ten (10) days following conclusion of the investigation. Copies should be made available to the accused and the accuser. If the accused is the Superintendent, the administrator performing the personnel role shall serve as Compliance Office. If the Superintendent's designee is the accused, the Superintendent shall serve as Compliance Officer.**~~

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~~**B. The building principal shall designate one individual of each gender to receive sexual harassment complaints from staff and students in that building. Each school year, staff, parents, and students shall be notified of the identity of the designated individuals, and shall be informed that said individuals are available to receive sexual harassment complaints, answer questions concerning sexual harassment, and assist in resolving problems within the building which may involve sexual harassment. Sexual harassment complaint forms shall be made available in each school office for individuals who would prefer to file such complaints in writing.**~~

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~~**C. Students, parents and staff shall also be informed that they may lodge sexual harassment complaints with other appropriate individuals in the District. Students may lodge complaints with teachers, counselors, nurses, or administrators. Staff and parents may lodge**~~

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~~complaints with their building principal or the Compliance Officer, or may lodge complaints through their union representatives. All sexual harassment complaints so lodged shall be promptly and thoroughly investigated by referring them to the appropriate persons. Complainants should be informed that retaliation or reprisal toward them due to their complaint will not be tolerated.~~

~~—————D. In the case of sexual harassment complaints lodged by students against students or by staff members with the building principal or principal's designee, the principal or designee may, at the complainant's request, attempt to resolve the problem informally. If an informal resolution satisfactory to the complainant is reached, no further investigation or action by the district is required. All parties should sign off to that effect.~~

~~—————E. All other complaints not informally resolved to the complainant's satisfaction, and all complaints lodged by students against staff, shall be referred to the Compliance Officer who shall immediately~~

~~initiate an investigation which shall include, but not be limited to, the following:~~

~~1. Interview of complainant~~

~~2. Interview of accused~~

~~3. Interview of any other persons with personal knowledge of the allegations of the complaint~~

~~4. Review of any records or documents pertinent to the complaint.~~

~~All employees involved in such an investigation shall maintain strict confidentiality, except as otherwise required by law.~~

~~When the complainant or accused is a minor student, the parents must be notified. Such notification must be consistent with applicable laws on confidentiality.~~

~~**Disposition of Complaint** – The Superintendent, or his/her designee, shall prepare a written report of all complaints which s/he has reviewed as Compliance Officer. In all cases investigated by a Compliance Officer, other than the Superintendent, the results of the investigation shall be reported in writing to the Superintendent. Such report shall include a conclusion and a summary of facts upon which such conclusions are based, and a recommendation to remediation and/or further action, if appropriate.~~

~~Consistent with such written report, the Superintendent or the Board, as appropriate, shall take such actions as may be appropriate, justified and consistent with applicable law.~~

~~**Rights of the Accused**~~

~~1. The District hereby affirms its resolve to protect the rights of all accused parties, to fairly and accurately investigate all allegations coming to its~~

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~~attention, and to apply all appropriate disciplinary or administrative sanctions when necessary.~~

~~2. All matters involving sexual harassment complaints shall remain confidential to the fullest extent possible.~~

Adopted: March 18, 2003

Revised: June 16, 2009

Replaces:

January/February 2018

5:20

Workplace Harassment Prohibited

The School District expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. District employees shall not engage in harassment or abusive conduct on the basis of an individual's race, religion, national origin, sex, sexual orientation, age, citizenship status, disability, or other protected status identified in Board policy 1701, *Equal Rights and Opportunities*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policy 8004, *Student Gender Equity, Gender Discrimination, and Gender Harassment*.

The District will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

Sexual Harassment Prohibited

The School District shall provide a workplace environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law.

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this policy includes, but is not limited to, verbal, physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

Making a Complaint

Employees are encouraged to promptly report information regarding violations of this policy. Employees may choose to report to a person of the employee's same gender. Every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available.

Aggrieved employees, if they feel comfortable doing so, should directly inform the person engaging in the harassing conduct or communication that such conduct or communication is offensive and must stop.

Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager. Employees may also report claims using Board policy 8003, Uniform Grievance Procedure – Statement of Policy. If a claim is reported using Board policy 8003, then the Complaint Manager shall process and review the complaint according to that policy, in addition to any response required by policy 8003P, Uniform Grievance Procedure.

The Superintendent shall insert into this policy the names, addresses, and telephone numbers of the District’s current Nondiscrimination Coordinator and Complaint Managers.

Nondiscrimination Coordinator:

Director of Human Resources
Name
157 W. Washington Street, West Chicago, IL
Address
cmoore@d94.org
Email
630-876-6200
Telephone

Complaint Managers:

Director of Human Resources
Name
157 W. Washington Street, West Chicago, IL
Address
cmoore@d94.org
Email
630-876-6200
Telephone

Director of Student Services
Name
326 Joliet Street, West Chicago, IL
Address
dpater@d94.org
Email
630-876-6200
Telephone

Investigation Process

Supervisors, Building Principals, or administrators who receive a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. A supervisor or administrator who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the District’s duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment. The District shall investigate alleged workplace harassment when a Complaint Manager becomes aware of an allegation, regardless of whether a written report or complaint is filed.

Enforcement

A violation of this policy by an employee may result in discipline, up to and including discharge. A violation of this policy by a third party will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, i.e., vendor, parent, invitee, etc. Any employee making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, up to and including discharge.

Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing bona fide complaints or providing information about harassment is prohibited, and whistleblower protection may be available under the State Officials and Employees Ethics Act (5 ILCS 430/), the Whistleblower Act (740 ILCS 174/), and the Ill. Human Rights Act (775 ILCS 5/).

An employee should report allegations of retaliation to his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and including discharge.

Recourse to State and Federal Fair Employment Practice Agencies

The District encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U. S. Equal Employment Opportunity Commission.

The Superintendent shall also use reasonable measures to inform staff members and applicants of this policy, which shall include reprinting this policy in the appropriate handbooks.

LEGAL REF.: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq., implemented by 29 C.F.R. §1604.11.
Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., implemented by 34 C.F.R. Part 106.
State Officials and Employees Ethics Act, 5 ILCS 430/70-5(a).
Ill. Human Rights Act, 775 ILCS 5/2-101(E), 5/2-102(D), 5/2-102(E-5), 5/5-102, and 5/5-102.2.
56 Ill. Admin.Code Parts 2500, 2510, 5210, and 5220.
Burlington Industries v. Ellerth, 524 U.S. 742 (1998).
Crawford v. Metro. Gov't of Nashville & Davidson County, 555 U.S. 271 (2009).
Faragher v. City of Boca Raton, 524 U.S. 775 (1998).
Franklin v. Gwinnett Co. Public Schools, 503 U.S. 60 (1992).
Harris v. Forklift Systems, 510 U.S. 17 (1993).
Jackson v. Birmingham Bd. of Educ., 544 U.S. 167 (2005).
Meritor Savings Bank v. Vinson, 477 U.S. 57 (1986).
Oncale v. Sundown Offshore Services, 523 U.S. 75 (1998).
Porter v. Erie Foods International, Inc., 576 F.3d 629 (7th Cir. 2009).
Sangamon County Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009).
Vance v. Ball State University, 133 S. Ct. 2434 (2013).

CROSS REF.:

FEE SCHEDULE 2018-19

| | Per Student | Family Maximum |
|------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------|
| REQUIRED FEES: | | |
| Registration and Fees | | |
| Includes registration, course fees, student activity pass, Chromebook rental | | |
| Freshman | 273 | 546 |
| Also Includes Physical Education T-shirt and 2 locker locks | | |
| Sophomore, Junior, Senior | 255 | 510 |
| Drivers Education - Behind the Wheel Fee | 300 | |
| Athletic / Activity Participation Fee | | |
| Athletics | 100 | 300 |
| Per student per sport - subject to Family Maximum All sports, Cheerleading and Dance/Poms | | |
| Activities | 100 | 300 |
| Per student per activity - subject to Family Maximum IHSA Sponsored: Chess, Speech, IHSA Drama and Scholastic Bowl | | |
| Graduation Fee | 20 | |
| OPTIONAL FEES: | | |
| Chromebook Insurance | 30 | |
| \$30 Deductible | | |
| Parking Fee - All Lots - Per Semester | 100 | |
| Cap & Gown (estimated) | 25 | |
| payable to vendor | | |
| Yearbook | | |
| At registration | 45 | |
| Prior to December 31 | | |
| After January 1 | 55 | |
| After Yearbook Delivery | 65 | |
| Physical Education T-Shirt (replacement) | 6 | |
| Locker Padlock (replacement) | 6 | |
| Transcript Fees | 5 | |
| Express Transcript Fees | 20 | |
| EVENT FEES: | | |
| Athletic Event Admissions (Upstate Eight or IHSA will supersede) | | |
| Student | 3 | |
| Adult | 5 | |
| Annual Athletic Family Pass | 50 | |
| Drama Productions: | | |
| Student | 5 | |
| Adult | 8 | |
| Season Subscription | | |
| Student | 9 | |
| Adult | 15 | |

 **AIA**® Document A134™ – 2009

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

AGREEMENT made as of the day of in the year 2018
(In words, indicate day, month and year.)

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

Community High School District 94
157 W. Washington Street
West Chicago, IL 60185
Telephone Number: 630-876-6222
Fax Number: 630-876-6221

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

Pepper Construction Company
411 Lake Zurrich Road
Barrington, IL 60010

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

Project 2017.41 -2019 Addition and Remodeling Project
Community High School District 94
326 Joliet St.
West Chicago, IL 60185
All work described in the bid documents.

The Architect:
(Name, legal status and address)

DLA Architects, Ltd.
Two Pierce Place
Suite 1300
Itasca, IL 60143
Telephone Number: 847-742-4063
Fax Number: 847-742-9734

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

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™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

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

The Owner and Construction Manager agree as follows.

Init.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 2.2.4 and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.5. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

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

§ 1.3 General Conditions

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

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

The Contract Sum is the actual Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee as defined in Section 5.1. The Contract Time is the period of time, including authorized adjustments, allotted in the

Contract Documents for Substantial Completion of the Work as certified by the Architect in accordance with Section 9.8 of AIA Document A201–2007. The Contract Time shall be measured from the date of commencement of the Construction Phase as established pursuant to Section 2.3.1.2 of this Agreement. Changes in the Work shall be governed by Article 7 of A201–2007. Article 7 of A201–2007 shall control adjustments to the Contract Time.

ARTICLE 2 CONSTRUCTION MANAGER’S RESPONSIBILITIES

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

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

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

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

§ 2.1.4 Phased Construction

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

§ 2.1.5 Preliminary Cost Estimates

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

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

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§ 2.1.6 Subcontractors and Suppliers

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

§ 2.1.6.1 Once the Owner has awarded a bid to a trade contractor, the Construction Manager shall accept the assignment of the trade contractor agreement from Owner to the Construction Manager on the form attached hereto as Exhibit A.

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

§ 2.1.8 Extent of Responsibility

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

§ 2.1.9 Notices and Compliance with Laws

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

§ 2.2 Control Estimate

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

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

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

§ 2.2.4 The Control Estimate shall include

- .1 a list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 a list of the clarifications and assumptions made by the Construction Manager in the preparation of the Control Estimate, including assumptions under Section 2.2.3, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

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- .3 a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and the Construction Manager's Fee;
- .4 the anticipated date of Substantial Completion upon which the Control Estimate is based, and a schedule for the issuance dates of the Construction Documents upon which the anticipated Substantial Completion date relies; and
- .5 a statement that the time from the stated date of commencement of the Construction Phase to the estimated date of Substantial Completion shall become the Contract Time and be subject to the provisions of Article 8 of A201–2007.

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

§ 2.3 Construction Phase

§ 2.3.1 General

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

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

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

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

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

§ 2.3.2.3 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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

§ 2.3.2.5 Upon the Owner's approval of the Control Estimate, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.6 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather,

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portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

§ 2.4 Professional Services

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

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

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

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

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

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

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

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

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

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid

unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

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

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

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

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

\$40,000.00

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

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

§ 4.2 Payments

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

§ 4.2.2 Payments are due and payable in accordance with the Local Government Prompt Payment Act.

(Paragraph Deleted)

%

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

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

§ 5.1.1 The Construction Manager’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

2.25 percent (%) of the cost of the Work as defined herein to be paid monthly as provided below

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

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See Section 7.3.3 of the A201-2007.

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

See Section 7.3.3 of the A201-2007.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ninety percent (90 %) of the AED Green Book rate.

§ 5.1.5 Unit prices, if any:

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

TBD

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 5.2 Changes in the Work

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

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

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

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

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7. Subject to the requirements of the School Code, Owner and Construction Manager may mutually agree to have Contractor self-perform trade work on either a Lump Sum or itemized cost (as defined under this Article 6) not-to-exceed basis.

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

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Together with prevailing union wage scale, including welfare pension and other fringe contributions, payroll taxes, Workers' Compensation Insurance charges and overhead are combined as a single rate for each classification of field labor and attached as a

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part of this Agreement at Exhibit 6.2.1, Contractor's Comprehensive Trade Labor Rates. Such rates shall be revised annually as of June 1.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel at Contractor's Comprehensive Management Rates for the positions identified in Exhibit 6.2.2 at the jobsite office, in the home office to the extent directly engaged in the supervision or the administration of the Work, and in shops or on the road when expediting or inspecting the production of materials or equipment (or their transportation to) the Project. These rates, which are revised annually as of January 1, are inclusive of salary, all fringe benefits, incentives, payroll taxes, Worker's Compensation Insurance and overhead charges
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

(Paragraphs Deleted)

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

§ 6.3 Subcontract Costs

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

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

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

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

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

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

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, at rental rates established by Construction Manager's Equipment Rental Rates and Practices, set forth in Exhibit 5.1.4 and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

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

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

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

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

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. General and excess liability insurance shall be charged at the rate of \$10.00 per thousand dollars of Project cost.

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

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

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

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

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

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

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

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

§ 6.6.10 Costs of materials and equipment rental furnished by Contractor for General Conditions or self-performed, non-Lump Sum Work are subject to ten percent (10%) mark-up for overhead. This overhead factor is not applied to Subcontractor costs or Contractor's self-performed trade work when priced as a Lump Sum.

§ 6.7 Other Costs and Emergencies

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

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

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

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

§ 6.8 Costs Not to Be Reimbursed

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

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

§ 6.9 Discounts, Rebates and Refunds

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

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

§ 6.10 Related Party Transactions

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

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

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, checks, invoices, receipts, vouchers, memoranda, payrolls 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. Wages, salaries and all associated taxes, costs and benefits that are

combined as a comprehensive unit of pay described as "Management Rates", "Labor Rates", or "Equipment Rental Rates," as described in this Article 6, above, constitute the primary data for accounting purposes.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

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

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

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.

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

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit its sworn statement to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment.

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

- .1 Take the Cost of the Work as described in Section 6.1.1;
- .2 Add the Construction Manager's Fee, less retainage determined pursuant to Section 7.1.8 below. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the preceding Section 7.1.6.1 at the rate stated in Section 5.1.1; or if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage amount determined pursuant to Section 7.1.8. below from that portion of the Work that the Construction Manager self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Architect has withheld or withdrawn a Certificate for Payment as provided in the Contract Documents.

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

§ 7.1.8 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.9 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be

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deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

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

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

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

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

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

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

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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ARTICLE 9 DISPUTE RESOLUTION

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

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

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

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services.

(Paragraph Deleted)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Owner's Approval of the Control Estimate

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

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

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

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

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is

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

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

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

§ 10.2.1 Subsequent to the Owner's approval of the Control Estimate, the Contract may be terminated as provided in Sections 14.1.1, 14.1.2 and 14.2.1 of A201–2007. The provisions of Article 14 of A201–2007 do not otherwise apply to this Section 10.2.

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

§ 10.2.3 In the event of such termination by the Construction Manager, the amount payable to the Construction Manager shall be in accordance with Sections 10.1.2 and 10.1.3 of this Agreement.

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

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

§ 10.3 Suspension

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

§ 11.2 Ownership and Use of Documents

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

§ 11.3 Governing Law

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

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§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

- Exhibit 5.1.4 Construction Manager’s Equipment Rental Rates and Practices
- Exhibit 6.2.1 Construction Manager’s Comprehensive Trade Labor Rates
- Exhibit 6.2.2 Construction Manager’s Comprehensive Management Rates

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

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

Additions and Deletions Report for AIA[®] Document A134[™] – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the day of in the year 2018

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Community High School District 94
157 W. Washington Street
West Chicago, IL 60185
Telephone Number: 630-876-6222
Fax Number: 630-876-6221

...

Pepper Construction Company
411 Lake Zurrich Road
Barrington, IL 60010

...

Project 2017.41 -2019 Addition and Remodeling Project
Community High School District 94
326 Joliet St.
West Chicago, IL 60185
All work described in the bid documents.

...

DLA Architects, Ltd.
Two Pierce Place
Suite 1300
Itasca, IL 60143
Telephone Number: 847-742-4063
Fax Number: 847-742-9734

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TABLE OF ARTICLES

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The Contract Sum is the actual Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee as defined in Section 5.1. The Contract Time is the period of time, including authorized adjustments, allotted in the

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User Notes:

(3B9ADA21)

Contract Documents for Substantial Completion of the Work as certified by the Architect in accordance with Section 9.8 of AIA Document A201–2007. The Contract Time shall be measured from the date of commencement of the Construction Phase as established pursuant to Section 2.3.1.2 of this Agreement. Changes in the Work shall be governed by ~~Section 5.2 of this Agreement and not by Article 7 of A201–2007. If, however, the Contract Time has been established in accordance with Section 2.2.4.5,~~ Article 7 of A201–2007 shall control adjustments to the Contract Time.

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~~§ 2.1.6~~ **§ 2.1.6 Subcontractors and Suppliers**

...

§ 2.1.6.1 Once the Owner has awarded a bid to a trade contractor, the Construction Manager shall accept the assignment of the trade contractor agreement from Owner to the Construction Manager on the form attached hereto as Exhibit A.

...

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

PAGE 6

- ~~.5~~ a statement ~~as to whether or not the duration that the time~~ from the stated date of commencement of the Construction Phase to the estimated date of Substantial Completion shall become the Contract Time and be subject to the provisions of Article 8 of A201–2007.

...

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

PAGE 7

~~§ 3.1.2~~ Prior to the Owner’s approval of the Control Estimate, or within seven days of receiving the Owner’s written acknowledgment required by Section 2.2.1, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

...

§ 3.1.4.3 The Owner, when such services are reasonably 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.

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\$40,000.00

...

§ 4.2.2 Payments are due and payable ~~upon presentation of the Construction Manager's invoice. Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager, in accordance with the Local Government Prompt Payment Act.~~

...

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

...

2.25 percent (%) of the cost of the Work as defined herein to be paid monthly as provided below

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See Section 7.3.3 of the A201-2007.

...

See Section 7.3.3 of the A201-2007.

...

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ninety percent (90 %) of the ~~standard rate paid at the place of the Project. AED Green Book rate.~~

...

TBD

...

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7. Subject to the requirements of the School Code, Owner and Construction Manager may mutually agree to have Contractor self-perform trade work on either a Lump Sum or itemized cost (as defined under this Article 6) not-to-exceed basis.

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~~§ 6.2.1~~ Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Together with prevailing union wage scale, including welfare pension and other fringe contributions, payroll taxes, Workers' Compensation Insurance charges and overhead are combined as a single rate for each classification of field labor and attached as a part of this Agreement at Exhibit 6.2.1, Contractor's Comprehensive Trade Labor Rates. Such rates shall be revised annually as of June 1.

...

~~§ 6.2.2~~ Wages or salaries of the Construction Manager's supervisory and administrative personnel ~~when stationed at the site with the Owner's prior approval at Contractor's Comprehensive Management Rates for the positions identified in Exhibit 6.2.2 at the jobsite office, in the home office to the extent directly engaged in the supervision or the administration of the Work, and in shops or on the road when expediting or inspecting the production of materials or equipment (or their transportation to) the~~

...

Project. These rates, which are revised annually as of January 1, are inclusive of salary, all fringe benefits, incentives, payroll taxes, Worker's Compensation Insurance and overhead charges

...

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

...

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

...

~~§ 6.5.2~~ 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 site~~, at rental rates established by Construction Manager's Equipment Rental Rates and Practices, set forth in Exhibit 5.1.4 and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

PAGE 11

~~§ 6.6.1~~ Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. General and excess liability insurance shall be charged at the rate of \$10.00 per thousand dollars of Project cost.

...

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

...

§ 6.6.10 Costs of materials and equipment rental furnished by Contractor for General Conditions or self-performed, non-Lump Sum Work are subject to ten percent (10%) mark-up for overhead. This overhead factor is not applied to Subcontractor costs or Contractor's self-performed trade work when priced as a Lump Sum.

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The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, ~~ouchers, memoranda-checks, invoices, receipts, vouchers, memoranda, payrolls~~ 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. Wages, salaries and all associated taxes, costs and benefits that are combined as a comprehensive unit of pay described as "Management Rates", "Labor Rates", or "Equipment Rental Rates," as described in this Article 6, above, constitute the primary data for accounting purposes.

...

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.

...

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

...

- .2 Add the Construction Manager's Fee, less retainage of ~~percent (- %) - determined pursuant to Section 7.1.8 below.~~ The Construction Manager's Fee shall be computed upon the Cost of the Work described in the preceding Section 7.1.6.1 at the rate stated in Section 5.1.1; or if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

...

- .3 Subtract retainage of ~~percent (- %) - amount determined pursuant to Section 7.1.8. below~~ from that portion of the Work that the Construction Manager self-performs;

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

...

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

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[X] Litigation in a court of competent jurisdiction

...

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

...

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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

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Exhibit 5.1.4 Construction Manager's Equipment Rental Rates and Practices

...

Exhibit 6.2.1 Construction Manager's Comprehensive Trade Labor Rates

...

Exhibit 6.2.2 Construction Manager's Comprehensive Management Rates

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:27:30 on 05/10/2018 under Order No. 4104355972 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A134™ - 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

2019-2020 Addition & Renovation Program

THE OWNER:

(Name, legal status and address)

Community High School District 94
326 Joliet Street
West Chicago, Il. 60137

THE ARCHITECT:

(Name, legal status and address)

DLA Architects, LTD.
Two Pierce Place, Ste. 1300
Itasca, IL 60143
Tel: 847-742-4063
Fax: 847-742-4062

CONSTRUCTION MANAGER

Pepper Construction Company, A Delaware Corporation
411 Lake Zurich Road
Barrington, Il. 60010

PLEASE NOTE: IT IS THE INTENTION OF THE PARTIES FOR PURPOSES OF THIS PUBLIC PROJECT, THAT ALL REFERENCES WITH THIS A201-2007 TO "CONTRACTOR" SHALL BE UNDERSTOOD TO ALSO MEAN "CONSTRUCITON MANAGER."

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.

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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, The A134-2009, 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.

§ 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. Figured dimensions shall be followed in preference to measurements by scale. All shall be checked against field measurements to be taken by the Contractor from existing conditions.

§ 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 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

§ 1.2.1.1 Should Contractor discover discrepancies within the Contract Documents, the Contractor shall request an interpretation from the Architect before proceeding with the work. If the Contractor fails to make such request within a reasonable time upon discovery of a discrepancy, no excuse will thereafter be entertained for failure to carry out Work in the required manner, and to provide required guarantees, warranties, or bonds. Should Drawings and

Specifications conflict, the Contractor is deemed to have estimated on better quality and larger quantity of work, unless it shall have requested and obtained written decision from the Architect before submission of bid as to which method or materials will be required. Inspection of the Contract Documents by the Contractor is for the purpose of facilitating coordination and construction by the Contractor and is not for the sole purpose of discovering latent errors, omissions, or inconsistencies in the contract Documents.

§ 1.2.1.2 Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is familiar with the apparent nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters that may in any way affect the Work or its performance.. Such familiarity shall not be construed to be a representation that Contractor is familiar with conditions which would normally require extensive or detailed testing in order for discovery of such conditions to occur, such as, but not limited to: subsoil or subsurface conditions not apparent without detailed soil boring, engineering or other tests. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedures and to familiarize itself with all local conditions and the Contract Documents will not be permitted, unless such conditions are unforeseen.

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

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

§ 1.2.3.1 In the event of conflicting provisions among the Contract Documents that were not discovered prior to award of the Contract, the Architect shall determine which of the conflicting requirements shall govern, generally taking as a guideline the more stringent requirement or more expensive material, unless, in the opinion of the Architect, another requirement is more appropriate.

§ 1.2.3.2 Large scale drawings take precedence over smaller scale drawings, figured dimensions over scaled dimensions and noted materials over graphic representations.

§ 1.2.3.3 If specifications are of the abbreviated type or include incomplete sentences, omitted words and phrases such as "The Contractor shall" or "conforming to the requirements of" shall be supplied by inference in the same manner as they are when a "Note" occurs on the drawings. Words in the singular include the plural whenever applicable or the context so indicates.

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.5.3 It shall be the duty of the Contractor and all Subcontractors to verify all dimensions given on the Drawings, and to report any discovered error or inconsistency to the Architect.

§ 1.5.4 If the Contractor or Subcontractor finds any details, construction procedures or materials shown on the Drawings or called for in the Specifications which it knows are not satisfactory for the use shown, it shall so notify the Architect and Owner at least five (5) days before bids are due. Signing of the Subcontract and starting the Work by Subcontractor shall indicate its agreement with all details, construction procedures, and materials so shown and/or specified and shall indicate its willingness to construct the Project in strict accordance with these Documents and to guarantee the complete Project in full compliance with the warranty provisions of the Contract Documents and/or Project Work Order. By executing a Subcontract, the Subcontractor further acknowledges that it has satisfied itself as to the apparent nature and location of the Work, the general and local conditions, including those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads. Any failure by a Subcontractor to acquaint itself with all the available information concerning these conditions will not relieve it from any obligations with respect to the subcontract.

§ 1.5.5 If Work is required in a manner to make it impossible to produce Work of the quality required by the Contract, or should discrepancies in the Contract Documents be discovered, the Contractor, or Subcontractor through the Contractor, shall request in writing an interpretation from the Architect before proceeding with the Work. If the Contractor or Subcontractor knowingly fails to make such a request, the Architect shall determine the quality of the Work required, consistent with the Contract Documents, or which of the conflicting requirements shall govern. The Contractor and Subcontractor shall perform the Work at no additional cost to the Owner in accordance with the Architect's determination, but only if the Contractor or Subcontractor fails to make a request after discovery of a discrepancy.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

(Paragraph deleted)

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

§ 2.2.5 The Contractor shall distribute electronic copies of all Plans, Drawings, Schedules, Specifications, Addenda, communications, and other documents to Subcontractors necessary for the performance of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure.

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 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 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering 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 make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

The Contractor shall engage Subcontractors who employ workmen who are skilled in performing the Work and all Work shall be performed with care and skill and in a good workmanlike manner under the full time supervision of the approved superintendent described in Section 3.9.3.

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

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

§ 3.3.4 The Contractor shall coordinate all portions, of the Work with separate Owner-employed contractors, if any. The Contractor shall assign a competent, technically trained office project manager to this Project who shall handle all office functions including checking, approving and coordinating shop drawings and approving purchasing and disbursement pay-out requests and correspondence.

§ 3.3.5 The Contractor shall inspect all materials delivered to the premises and shall reject any materials that will not conform with the Contract Documents when properly installed.

§ 3.3.6 The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body that has jurisdiction over the Project. Failure to obtain licenses, or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract Time, and the Contractor shall not be entitled to an increase in the Contract Sum therefore.

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§ 3.3.7 Contractor acknowledges that timely completion of the Work in accordance with the terms of the Contract Documents is of crucial importance to Owner. Contractor shall provide the best skill and judgment of its officers and employees and shall cooperate with Owner and Architect to further the interest of Owner and to bring about timely completion of the Work. Contractor shall furnish sufficient business administration and superintendence and provide at all times an adequate supply of labor and materials to secure execution of the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of Owner. In the event of delays and/or unforeseen events, whether or not the same should entitle Contractor to an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8 hereof, Contractor shall use diligent efforts to maintain scheduled completion dates. Such efforts shall include rephasing events, decreasing overly conservative durations on subsequent events, increasing activity overlap, and using float on noncritical events. Any float available in the Progress Schedule shall be used by Owner and Contractor whenever possible to offset the impact of delays. Contractor shall be responsible for coordinating its work with the work of any other contractors and/or activities at the job site.

§3.3.8 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including but not limited to those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of the Contractor are in addition to Contractor's obligations under other provisions hereunder.

§3.3.9 Contractor shall be responsible for inspection of portions of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent Work.

§3.3.10 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including coordinating deliveries, storage, installations, and use of construction utilities. Contractor shall be responsible for the space requirements, location, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, Contractor shall meet with all others involved before installation to plan the most effective and efficient method of overall installation.

§3.3.11 It is understood and agreed that the relationship between the Owner and Contractor is that of independent contractor, and that nothing contained in the Contract Documents shall be construed to make the Contractor the agent unless specifically stated in the Contract, servant, or employee of the Owner or to create any joint venture, partnership, or other association between the Owner and Contractor other than that of independent contractor.

§ 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. Notwithstanding any other text in the Contract Documents, consumption of temporary utilities shall be Owner's expense.

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

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

§ 3.4.4 Whenever any provisions of the Contract conflict with any agreements or regulation of any kind in force among members of any union which regulate what work shall be included in the jurisdiction of particular trades, the Contractor shall endeavor to make all necessary arrangements to reconcile any such conflict. Only to the extent of the Contractor's unfair labor practices permitted by law, Contractor shall reconcile such conflict without delay or cost to the Owner and without recourse to the Architect or the Owner.

§ 3.4.5 Prevailing Wage Rates. Contractor and all Subcontractors shall comply with all requirements of the *Illinois Prevailing Wage Act*, including paying all workmen, laborers, and mechanics not less than the general prevailing rate of wages for work of a similar character as detailed in the "Minimum Wage Schedule," as required by 820 ILCS 130, *et seq.*

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants 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. Owner shall be furnished with the make, brand, model, model number and all other identifying data of the materials and equipment used in a Project.

§ 3.5.1 All Work, unless extended elsewhere herein, shall be guaranteed against defect in material and workmanship by Prime Trade Contractors for a period of two (2) years from the date of substantial completion as established by the Certificate of Substantial Completion.

§ 3.5.2 The Prime Trade Contractors agree to assign, or cause to be assigned, to the Owner, at the Time of Final Completion of the Work, to be effective no later than the Time of Final Completion, any and all manufacturer's warranties relating to materials and labor used in the Work, and further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer's warranties. The Contractor shall coordinate the collection of such warranties, which will be submitted prior to Final Payment.

§ 3.6 TAXES

To the extent Owner is not tax exempt, 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 Without assuming any design responsibilities, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, building codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 . It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, as well as the labor costs of performing the Work when made part of the allowance line item within the Schedule of Values;
- .2 Unless excluded under Section 3.8.2.1, above, 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 so as not to delay progress of the Work.

§ 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. Failure to supervise the job properly shall be deemed as a default under the Contract Documents.

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

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

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§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. Any revisions in the construction schedule for the Work which increase or decrease the construction time by 30 days or more are subject to the Owner's approval in accordance with Article 7 of these conditions.

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. 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 and Owner 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. Submittals shall be processed utilizing an industry standard web based program.

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

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

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

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

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

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. The Contractor shall endeavor to use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

§ 3.14 CUTTING AND PATCHING

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

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

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§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

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

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, and not to any extent that would render this section void or unenforceable, the Contractor shall indemnify and hold harmless the Owner, and their agents, employees and consultants (hereinafter referred to as the "Indemnitees") from all Exposure and all Expenses from claims arising out of the Contractor's performance of the Work, whether self-performed or through subcontractors. As used in this section, "Exposure" means any claim, damage, loss, liability or expense to the extent caused by Contractor's or its subcontractors' or agents' negligent performance of the Work and attributable to bodily illness, sickness, death, injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, and including any injury or damages incurred upon the failure of or the use or misuse by any contractor or subcontractor under the control and supervision of the Contractor of any rigging, blocking, scaffolding, or other mechanical contrivance, whether or not furnished by the Owner; "Expenses" means and includes, but is not limited to, all attorney's fees and costs incurred in defending any Exposure or in bringing an action to enforce the provisions of this section, The Contractor's obligation under this indemnity is not limited by any limitation on the Contractor's liability under any provision of law or any rule of decision. Additionally, Contractor and all subcontractors agree to waive any limitation of liability defense pursuant to workers' benefit or compensation laws for claims by their respective employees.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.3 The obligations of the Contractor under this Section 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them.

§ 3.18.4 The foregoing indemnity shall also be an obligation of Contractor's performance or payment bond surety provided, however, the existence or non-existence of a performance or payment bond shall in no way limit or condition an Indemnified Party's right to indemnity or remedies against Contractor nor shall it limit Contractor's responsibilities hereunder.

§3.18.5 Without limiting the generality of the foregoing, in the event that Contractor or any of Contractor's agents, employees, suppliers or lower-tier subcontractors utilize any machinery, equipment, tools, ladders, scaffolding, hoists, lifts or similar items belonging to or under the control of any of the Indemnified Parties, Contractor agrees to indemnify, defend and save harmless the Indemnified Parties from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys', consultants' and experts' fees, arising out of such use, except to the extent such loss or damage shall be caused by the negligence of any of the Indemnified Parties' employees operating any of the Indemnified Party-owned or leased equipment.

§3.18.6 Contractor also hereby assumes the entire responsibility and liability for all work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Contractor, its lower-tier subcontractors or suppliers until final acceptance of Contractor's Work by the Owner as defined by the Contract Documents. In the event of any loss, damage or destruction thereof from any cause, Contractor shall be liable therefore, and shall repair, rebuild and make good said loss, damage or destruction at Contractor's sole cost.

§3.18.7 Contractor shall at Contractor's own cost, expense and risk, defend all claims defined in this Paragraph 3.18 (including all of its subparagraphs) that may be brought or instituted by third persons, including, but not limited to, governmental, state, or local agencies, employees of the Contractor, lower tier subcontractors or suppliers, or their employees against the Owner or the Architect or their respective agents or employees, of any of them; pay and satisfy any judgment or decree that may be rendered against the Owner or the Architect or their agents or employees, of any of them arising out of any such claim; and, the Owner or the Architect or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the Indemnity granted in this Paragraph 3.18 (including all of its subparagraphs).

§3.18.8 Contractor's indemnification obligations as stated herein are independent from, and are not limited in any manner by, the Contractor's insurance coverage as required in the Agreement.

§3.18.9 Each and every provision contained in this Paragraph 3.18 (including all of its subparagraphs) shall survive expiration or termination of this Agreement.

§ 3.19 Antitrust Violations. To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 *et seq.*

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have

control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The appropriate Prime Trade Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect of the Contractor or its Subcontractors.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness so as not to delay progress of the Work 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. The Contractor will give submittals to the Architect in a manner to allow for the Architect's reasonable prompt review and to allow for timely ordering of components of the Work to affect no delay in the Work.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and

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assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness so as not to delay the progress of the Work or cause Work to be performed out of sequence. 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 subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 7 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review.

§ 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.

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§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected without the written approval of the Owner.

§ 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, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 The Contractor shall be responsible for the supervision and coordination of any and Subcontractors in privity with the Contractor. Contractor shall carry insurance for all of said subcontractors, or ensure that they shall carry insurance for themselves as set forth in Article 11, below.

§ 5.3.3 The Owner and Architect assume no responsibility for overlapping or omission of parts of the Work by various Subcontractors in their Subcontracts with the Prime Contractor.

§ 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 in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules

shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

(Paragraph deleted)

§ 6.1.5 Owner shall not assign to Contractor any separate contracts whose terms with respect to payment applications, insurance, damages, and excusable delay materially vary from those contained in the Subcontract Agreement.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report apparent discrepancies or defects identified by Contractor shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

(Paragraphs deleted)

§ 6.2.6 The Owner's separate contractors shall name the Owner and Contractor as Additional Insureds on the separate contractors' general liability insurance policies and file certificates of insurance with Owner and Contractor showing such compliance prior to commencing Work at the Project site.

§ 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, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;

- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Any additive adjustment to the Contract Sum shall include such markups for overhead and profit as set forth in Section 7.3.3, below.

§ 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, with markups for overhead and profit as follows:
 - a) If the Change is to Work self-performed by the Contractor that was awarded based on competitive bidding, Contractor shall receive ten percent (10%) overhead and five percent (5%) Fee;
 - b) If the Change is to Work self-performed by the Contractor that was not awarded by competitive bidding, Contractor shall receive as its fee the Contractor's Fee as set forth at Section 5.1.1 of the A134, as applicable. This Fee shall also apply to changes in the Work performed by a Subcontractor under Sections 7.3.3.1(c) and (d), below;
 - c) Work performed by a Subcontractor shall include ten percent (10%) overhead and five percent (5%) Fee; and
 - d) Work performed by a Sub-subcontractor shall include ten percent (10%) overhead and five percent (5%) Fee, plus a five percent (5%) Fee to the Subcontractor;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following and shall be applied as defined in Article 6 of the A134:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance these costs, when incurred by the Contractor shall be computed at the Comprehensive Trade Rates included in Exhibit 6.2.1 to the A134;;
- .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, as set forth in Exhibit 5.1.4 to the A134;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change when incurred by Contractor, computed at the Comprehensive Management Rates included in Exhibit 6.2.2 to the A134.

§ 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.

(Paragraphs deleted)

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

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§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, including strikes; fire, unusual delay in deliveries, services provided by public utilities, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. It is further understood that only delays caused by the conditions listed above which the Contractor could not reasonably anticipate, are beyond the Contractor's control and which delays could not have been mitigated by the Contractor will be sufficient to extend the Substantial Completion date. The Contractor has an affirmative duty to inquire and make reasonable investigation where circumstances would alert the reasonable contractor to a potential delay for whatever reason.

1. Where a delay occurs which is beyond the Contractor's control, the Contractor has an affirmative duty to use reasonable efforts to mitigate the effect of that delay on the progress of the Work. An extension of the Substantial Completion date will not be granted to the extent that the Contractor breaches said duty to mitigate.

§ 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

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

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

§ 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. The Owner shall have no responsibility or liability to the Contractor for the safekeeping of materials and equipment stored at the site or off the site.

§ 9.3.3 The Contractor warrants that title to all Work included in 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, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, and based on the exercise of professional care and skill, the Architect states that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, 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 in accordance with the terms of the applicable subcontracts, or for properly performed/delivered or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. No interest shall be paid on payments properly withheld. The Architect's determination as to the issuance of withholding of, or the amount of payment reflected by Certificates of Payment, shall be final and binding, and shall subject the Architect to no liability whatsoever to Owner, Contractor, Surety or any other person.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, with Contractor's consent, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further payment to the Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover any damages pursuant to Article 15, below. The Owner shall not be deemed in default by reason of withholding payment as provided for in the Contract Documents.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payments in accordance with the provisions of the *Illinois Governmental Prompt Payment Act* and interest shall be paid on unpaid sums as provided therein.

§ 9.6.2 Provided a Subcontractor has performed in accordance with the terms of its Subcontract, the Contractor shall, in compliance with any and all applicable laws, pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within thirty days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. 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 as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, based upon the exercise of professional skill and care, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees unless Contractor is proceeding diligently and in good faith to contest such lien and has furnished to Owner reasonable security, such as a bond, title insurance, letter of credit, etc., to reasonably protect Owner against such lien..

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment by the Owner shall not constitute a waiver of Claims by the Owner
(Paragraphs deleted)

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and 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 or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 Without accepting any responsibility or liability for the remediation of hazardous materials that exist on or contiguous to the Project site as of the date of the Agreement, the Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless.

§ 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

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performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to requirements of the Contract Documents or the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.3.7 The Contractor shall not be required to perform, without consent, any Work relating to toxic mold, asbestos or polychlorinated biphenyl ("PCB"). The Contractor shall perform no work involving toxic, contaminant, contaminated or hazardous material of any type, which removal or responsibility to render harmless is the Owner's obligation.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence

or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

(Paragraph deleted)

§ 11.1.2.1 Such insurance shall be primary and shall be written to include the following coverages and for not less than the following minimum limits or greater if required by law.

- .1 Worker's compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability:

| | |
|----------------------------------------------|---------------|
| Bodily Injury by Accident - each accident | \$ 500,000.00 |
| Bodily Injury by Disease - each employee | \$ 500,000.00 |
| Bodily Injury by Disease - each policy limit | \$ 500,000.00 |

2. Commercial General Liability (including Premises/Ongoing Operations; Independent Contractor's Protective Contractual Liability; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury/Property Damage/Personal Injury:

| | |
|------------------|-----------------|
| Each Occurrence | \$ 2,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |

 - (b) Products and Completed Operations to be maintained for 1 year after final payment and Construction Manager shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned Period.
 - (c) Property Damage Liability insurance will provide X, C or U coverage.
 - (d) Contractual Liability (Hold Harmless Coverage):

 - (e) Personal Injury

| | |
|------------------|-----------------|
| Each Occurrence | \$ 2,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |
 - (f) Policy shall be endorsed to have General Aggregate apply to this project only.

3. Umbrella Liability over primary insurance: \$5,000,000.00 per occurrence and annual aggregate.
4. Automobile Liability (Owned, Scheduled, Non-owned Hired):
 - (a) Bodily Injury/Property Damage (Combined Single Limit):

| | |
|--------------------------|-----------------|
| Each Occurrence/Accident | \$ 1,000,000.00 |
|--------------------------|-----------------|

§ 11.1. Certificates of Insurance for the above coverages shall be submitted to the Architect or transmittal to the Owner for its approval prior to the start of construction. Attached to the required Certificate, Contractor must provide AIA Document G715; specifically setting forth evidence of all coverage required by Article 11. The Contractor shall certify to the Owner that he has obtained or will obtain similar certificates of insurance from each Subcontractor before their work commences. Each Subcontractor must be covered by insurance of the same character and amounts as the Contractor, unless the Contractor and Owner agree that reduced coverage is adequate. Each Subcontractor's insurance shall be primary and shall cover the Owner, Contractor, Architect, their agents and employees as "additional insured". If the "additional insureds" have other insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance. Contractor's certificates shall be in duplicate on standard Acord

§ 11.1.3.1 Coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner and Architect. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction or cancellation of coverage shall be furnished by the Construction Manager with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.1.3.2 The obligations of the Contractor under the provisions of this article shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by

the Architect, his agents or employees to the extent that such giving or failure to give is the cause of the injury or damage.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 The insurance company issuing the commercial general liability insurance coverage required for the performance of this Agreement shall be licensed to do business in Illinois with Best's Insurance Guide (current edition) rating of "A-" or better and satisfactory to the Owner.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Construction Manager shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 If purchased by the Owner, property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, at least theft, vandalism, malicious mischief, transit, collapse, fire, flood, wind storm, subsurface water, earthquake, testing falsework, temporary buildings and debris removal (including theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements), and shall cover reasonable compensation for Architect's and Contractor's services and expenses of Architect and Contractor required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

§ 11.3.1.2 Any deductibles shall be a Cost of the Work.

(Paragraphs deleted)

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

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(Paragraphs deleted)

§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 Prior to commencing the Work, the Contractor shall cause all Subcontractors as principals to furnish to the Owner as obligee bonds covering faithful performance of the Contract and payment of obligations arising thereunder. The performance and payment bonds shall be in an amount equal to One Hundred percent of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents and for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on A.I.A. Document A-312, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner and shall name the Owner as a primary co-obligee. The Owner shall have the right to require the Contractor to furnish bonds covering the payment of obligations arising under the Contract in an amount equal to the Contract Sum, or in lieu of such payment bond, to pay Subcontractors directly after receipt of appropriate applications for Payment, lien waivers, and other required supporting documentation..

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.5 MISCELLANEOUS INSURANCE REQUIREMENTS

§ 11.5.1 All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than "A-" and financial ratings not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.

§ 11.5.2 The Contractor is responsible for determining that Subcontractors are appropriately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be paid by each Subcontractor.

§ 11.5.3 The limits of liability as stated may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. 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 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended 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, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 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.

§ 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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, upon notification to the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid shall accrue interest in accordance with the Illinois Local Government Prompt Payment Act.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. Provided, however, if the Owner discovers an act or omission of the Contractor within the ten (10) year period following Substantial Completion, the Owner shall have an additional four (4) years from the date of discovery to bring a claim or action against the Contractor.

§ 13.8 REGULATIONS

§ 13.8.1 The Contractor and Subcontractors shall comply with the non-discrimination federal, state and local laws, as applicable to Contractor's work, including without limitation:

§ 13.8.1.1 **Equal Employment Opportunities Act, American with Disabilities Act and Human Rights Act.** The rules and regulations of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that each Construction Manager and Prime Trade Contractor have in place written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Department and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4). The Contractor and Subcontractors agree to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor and Subcontractors further agree to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans with Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder having jurisdiction over its Work. The provisions of Section 14.2 are included in this Amendment pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor and Subcontractors shall be required to comply with these provisions only if and to the extent they are applicable under the law.

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

§ 13.8.1.2.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

§ 13.8.1.2.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

§ 13.8.1.2.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

§ 13.8.1.2.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's or Subcontractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor or Subcontractor in its efforts to comply with such Act and Rules and Regulations, the Contractor or Subcontractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

§ 13.8.1.2.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

§ 13.8.1.2.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

§ 13.8.1.2.7 That the Contractor will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such Contractor and Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Prime Trade Contractor or Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 13.8.2 INCORPORATION BY OPERATION OF THE REGULATION

§ 13.8.2.1 All contract specifications furnished by any contracting agency, Bidders or Contractor shall contain the Equal Employment Opportunity Clause set forth in this Paragraph 13 and such clause shall be included as a material term of any contract; however, a contracting agency having published rules and regulations which govern all its contracts and which include the Equal Employment Opportunity Clause may incorporate such clause by reference in such agency's individual contracts or contract specifications. By operation of these Rules and Regulations, the Equal Employment Opportunity Clause shall be deemed to be a part of every public contract whether or not such contract is in writing and regardless of whether said clause is physically incorporated therein.

§ 13.8.3 PRIME TRADE CONTRACTS/SUBCONTRACTS

§ 13.8.3.1 Each Subcontractor shall in turn include the Equal Employment Opportunity Clause set forth in this Paragraph 13 in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such Subcontractors.

§ 13.8.4 Contractor shall execute the following certificates:

1. Certificate of Sexual Harassment Policy
2. Certificate of Drug-Free Workplace
3. Non-Collusion Affidavit
4. Certificate of Prevailing Wage Payment

Additionally, all Subcontractors will execute the above-listed certificates, as well as a Certificate of Bidder Eligibility.

These Certificates shall become a part of and be considered as part of the Contract Documents.

§ 13.8.5 Illinois Department of Labor Requirements and Prevailing Wage Act. It shall be mandatory upon the Contractor and all Subcontractors thereof to pay all laborers, workmen, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes in such case made and provided.

§ 13.8.6 Public Contract Fraud Act. Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Public Contract Fraud Act (30 ILCS 545/0.01).

§ 13.8.7 Public Construction Contract Act. Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Construction Contract Act (30 ILCS 557/1).

§ 13.8.9 Public Works Contract Change Order Act. Contractor agrees to comply with and that this Master Agreement is subject to and governed by the Illinois Public Works Contract Change Order Act (50 ILCS 525/1.)

§ 13.8.10 Drug Free Workplace. Contractor certifies by the execution of this Project Work Order that the Contractor will provide a drug-free workplace in compliance with the Illinois Drug-Free Workplace Act (30 ILCS 580/1 **et seq.**), including provision of providing notifications, imposing sanctions, providing assistance with counseling, and complying with all other requirements of said Act.

§ 13.8.11 Bid Rigging and Rotating. Contractor certifies that the Contractor is in compliance with Illinois law and not barred from bidding on the Project Work Order as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the *Criminal Code of 1961* (720 ILCS 5/33).

§ 13.8.12 No tobacco use. In accordance with the state (105 ILCS 5/10-20.5b) and federal law and Board of Education Policy, smoking is prohibited on all School District property.

§ 13.8.13 DISCLOSURE OF CONSTRUCTION MANAGER OWNERSHIP INFORMATION

The Contractor shall disclose sufficient information to the Owner, so that the Owner may comply with 105 ILCS 5/10-20.40, whether the Contractor and each Subcontractor is a locally owned business, minority owned business, female owned business, and/or business owned by a person with disabilities, as defined in the *Business Enterprise for Minorities, Females and Persons with Disabilities Act*.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

(Paragraphs deleted)

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

Init.

- .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 costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed 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 as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon written request and submittal of the appropriate documentation as required by the Owner, the Owner shall pay the Contractor for all work performed by the Contractor to the date of termination which has been approved by the Owner. The Owner may, upon the Contractor executing such confirmatory assignments as the Owner shall request, accept and assume all of the Contractor's obligations under all subcontracts executed in accordance with the terms of the Contract Documents which may accrue after the date of such termination and which the Contractor has incurred in good faith in connection with the Work. The Owner's right to terminate the Contract pursuant to this subparagraph shall be in addition to and not in limitation of its rights to stop the Work without terminating the Contract pursuant to subparagraph 14.3.

(Paragraphs deleted)

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

(Paragraphs deleted)

§ 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.

(Paragraphs deleted)

§16.2 SERVICES PROVIDED BY OWNER. Notwithstanding anything to the contrary contained in Section 3.4.1 of these General Conditions or elsewhere in the General Conditions or other Contract Documents, Owner shall pay for water, heat, utilities, and any other services or facilities necessary for the proper execution and completion of the Work.

§ 17 INCORPORATION OF CONTRACT TERMS WITH PRIME TRADE CONTRACTORS

Contractor agrees that it will be responsible to incorporate all of the terms and conditions herein, including all applicable amendments into subcontracts with any and all of the Subcontractors as well as any Sub-subcontractors retained by Subcontractors. Contractor acknowledges that it is the Owner's intent that all of the terms and conditions herein, including all amendments will be adhered to by the Contractor and its Subcontractors performing any Work on this Project.

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Additions and Deletions Report for **AIA® Document A201™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

2019-2020 Addition & Renovation Program

...

Community High School District 94
326 Joliet Street
West Chicago, Il. 60137

...

(Name, legal status and address)

DLA Architects, LTD.
Two Pierce Place, Ste. 1300
Itasca, IL 60143
Tel: 847-742-4063
Fax: 847-742-4062

CONSTRUCTION MANAGER
Pepper Construction Company, A Delaware Corporation
411 Lake Zurich Road
Barrington, Il. 60010

PLEASE NOTE: IT IS THE INTENTION OF THE PARTIES FOR PURPOSES OF THIS PUBLIC PROJECT, THAT ALL REFERENCES WITH THIS A201-2007 TO "CONTRACTOR" SHALL BE UNDERSTOOD TO ALSO MEAN "CONSTRUCITON MANAGER."

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, The A134-2009, 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 requirements.~~

...

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. Figured

dimensions shall be followed in preference to measurements by scale. All shall be checked against field measurements to be taken by the Contractor from existing conditions.

...

§ 1.2.1.1 Should Contractor discover discrepancies within the Contract Documents, the Contractor shall request an interpretation from the Architect before proceeding with the work. If the Contractor fails to make such request within a reasonable time upon discovery of a discrepancy, no excuse will thereafter be entertained for failure to carry out Work in the required manner, and to provide required guarantees, warranties, or bonds. Should Drawings and Specifications conflict, the Contractor is deemed to have estimated on better quality and larger quantity of work, unless it shall have requested and obtained written decision from the Architect before submission of bid as to which method or materials will be required. Inspection of the Contract Documents by the Contractor is for the purpose of facilitating coordination and construction by the Contractor and is not for the sole purpose of discovering latent errors, omissions, or inconsistencies in the contract Documents.

§ 1.2.1.2 Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is familiar with the apparent nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters that may in any way affect the Work or its performance.. Such familiarity shall not be construed to be a representation that Contractor is familiar with conditions which would normally require extensive or detailed testing in order for discovery of such conditions to occur, such as, but not limited to: subsoil or subsurface conditions not apparent without detailed soil boring, engineering or other tests. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedures and to familiarize itself with all local conditions and the Contract Documents will not be permitted, unless such conditions are unforeseen.

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§ 1.2.3.1 In the event of conflicting provisions among the Contract Documents that were not discovered prior to award of the Contract, the Architect shall determine which of the conflicting requirements shall govern, generally taking as a guideline the more stringent requirement or more expensive material, unless, in the opinion of the Architect, another requirement is more appropriate.

§ 1.2.3.2 Large scale drawings take precedence over smaller scale drawings, figured dimensions over scaled dimensions and noted materials over graphic representations.

§ 1.2.3.3 If specifications are of the abbreviated type or include incomplete sentences, omitted words and phrases such as "The Contractor shall" or "conforming to the requirements of" shall be supplied by inference in the same manner as they are when a "Note" occurs on the drawings. Words in the singular include the plural whenever applicable or the context so indicates.

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§ 1.5.3 It shall be the duty of the Contractor and all Subcontractors to verify all dimensions given on the Drawings, and to report any discovered error or inconsistency to the Architect.

§ 1.5.4 If the Contractor or Subcontractor finds any details, construction procedures or materials shown on the Drawings or called for in the Specifications which it knows are not satisfactory for the use shown, it shall so notify the Architect and Owner at least five (5) days before bids are due. Signing of the Subcontract and starting the Work by Subcontractor shall indicate its agreement with all details, construction procedures, and materials so shown and/or specified and shall indicate its willingness to construct the Project in strict accordance with these Documents and to guarantee the complete Project in full compliance with the warranty provisions of the Contract Documents and/or Project Work Order. By executing a Subcontract, the Subcontractor further acknowledges that it has satisfied itself as to the apparent nature and location of the Work, the general and local conditions, including those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads. Any

failure by a Subcontractor to acquaint itself with all the available information concerning these conditions will not relieve it from any obligations with respect to the subcontract.

§ 1.5.5 If Work is required in a manner to make it impossible to produce Work of the quality required by the Contract, or should discrepancies in the Contract Documents be discovered, the Contractor, or Subcontractor through the Contractor, shall request in writing an interpretation from the Architect before proceeding with the Work. If the Contractor or Subcontractor knowingly fails to make such a request, the Architect shall determine the quality of the Work required, consistent with the Contract Documents, or which of the conflicting requirements shall govern. The Contractor and Subcontractor shall perform the Work at no additional cost to the Owner in accordance with the Architect's determination, but only if the Contractor or Subcontractor fails to make a request after discovery of a discrepancy.

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

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

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§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. The Contractor shall distribute electronic copies of all Plans, Drawings, Schedules, Specifications, Addenda, communications, and other documents to Subcontractors necessary for the performance of 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 written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.~~

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The Contractor shall engage Subcontractors who employ workmen who are skilled in performing the Work and all Work shall be performed with care and skill and in a good workmanlike manner under the full time supervision of the approved superintendent described in Section 3.9.3.

...

§ 3.3.4 The Contractor shall coordinate all portions, of the Work with separate Owner-employed contractors, if any. The Contractor shall assign a competent, technically trained office project manager to this Project who shall handle all office functions including checking, approving and coordinating shop drawings and approving purchasing and disbursement pay-out requests and correspondence.

§ 3.3.5 The Contractor shall inspect all materials delivered to the premises and shall reject any materials that will not conform with the Contract Documents when properly installed.

§ 3.3.6 The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body that has jurisdiction over the Project. Failure to obtain licenses, or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract Time, and the Contractor shall not be entitled to an increase in the Contract Sum therefore.

§ 3.3.7 Contractor acknowledges that timely completion of the Work in accordance with the terms of the Contract Documents is of crucial importance to Owner. Contractor shall provide the best skill and judgment of its officers and employees and shall cooperate with Owner and Architect to further the interest of Owner and to bring about timely completion of the Work. Contractor shall furnish sufficient business administration and superintendence and provide at all times an adequate supply of labor and materials to secure execution of the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of Owner. In the event of delays and/or unforeseen events, whether or not the same should entitle Contractor to an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8 hereof, Contractor shall use diligent efforts to maintain scheduled completion dates. Such efforts shall include rephasing events, decreasing overly conservative durations on subsequent events, increasing activity overlap, and using float on noncritical events. Any float available in the Progress Schedule shall be used by Owner and Contractor whenever possible to offset the impact of delays. Contractor shall be responsible for coordinating its work with the work of any other contractors and/or activities at the job site.

§ 3.3.8 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including but not limited to those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of the Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.9 Contractor shall be responsible for inspection of portions of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.10 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including coordinating deliveries, storage, installations, and use of construction utilities. Contractor shall be responsible for the space requirements, location, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, Contractor shall meet with all others involved before installation to plan the most effective and efficient method of overall installation.

§ 3.3.11 It is understood and agreed that the relationship between the Owner and Contractor is that of independent contractor, and that nothing contained in the Contract Documents shall be construed to make the Contractor the agent unless specifically stated in the Contract, servant, or employee of the Owner or to create any joint venture, partnership, or other association between the Owner and Contractor other than that of independent contractor.

§ 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. Notwithstanding any other text in the Contract Documents, consumption of temporary utilities shall be Owner's expense.

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§ 3.4.4 Whenever any provisions of the Contract conflict with any agreements or regulation of any kind in force among members of any union which regulate what work shall be included in the jurisdiction of particular trades, the Contractor shall endeavor to make all necessary arrangements to reconcile any such conflict. Only to the extent of the Contractor's unfair labor practices permitted by law, Contractor shall reconcile such conflict without delay or cost to the Owner and without recourse to the Architect or the Owner.

§ 3.4.5 Prevailing Wage Rates. Contractor and all Subcontractors shall comply with all requirements of the *Illinois Prevailing Wage Act*, including paying all workmen, laborers, and mechanics not less than the general prevailing rate of wages for work of a similar character as detailed in the "Minimum Wage Schedule," as required by 820 ILCS 130, et seq.

...

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. Owner shall be furnished with the make, brand, model, model number and all other identifying data of the materials and equipment used in a Project.

§ 3.5.1 All Work, unless extended elsewhere herein, shall be guaranteed against defect in material and workmanship by Prime Trade Contractors for a period of two (2) years from the date of substantial completion as established by the Certificate of Substantial Completion.

§ 3.5.2 The Prime Trade Contractors agree to assign, or cause to be assigned, to the Owner, at the Time of Final Completion of the Work, to be effective no later than the Time of Final Completion, any and all manufacturer's warranties relating to materials and labor used in the Work, and further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer's warranties. The Contractor shall coordinate the collection of such warranties, which will be submitted prior to Final Payment.

...

~~The~~ To the extent Owner is not tax exempt, 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.

...

~~§ 3.7.2 The~~ Without assuming any design responsibilities, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, building codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 . It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

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~~.

~~correction~~
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- .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~~; discounts, as well as the labor costs of performing the Work when made part of the allowance line item within the Schedule of Values;
- .2 Unless excluded under Section 3.8.2.1, above, 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

...

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable ~~promptness~~; promptness so as not to delay progress of the Work.

...

§ 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. Failure to supervise the job properly shall be deemed as a default under the Contract Documents.

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§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. Any revisions in the construction schedule for the Work which increase or decrease the construction time by 30 days or more are subject to the Owner's approval in accordance with Article 7 of these conditions.

...

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect and Owner 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. Submittals shall be processed utilizing an industry standard web based program.

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The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. The Contractor shall endeavor to use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

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§ 3.18.1 To the fullest extent permitted by ~~law~~; law, and not to any extent that would render this section void or ~~unenforceable~~, 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 and their agents, employees and consultants (hereinafter referred to as the "Indemnitees") from all Exposure and all Expenses from claims arising out of the Contractor's performance of the Work, whether self-performed or through subcontractors. As used in this section, "Exposure" means any claim, damage, loss, liability or expense to the extent caused by Contractor's or its subcontractors' or agents' negligent performance of the Work and attributable to bodily illness, sickness, death, injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or emissions 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 itself) including loss of use resulting therefrom, and including any injury or damages incurred upon the failure of or the use or misuse by any contractor or subcontractor under the control and supervision of the Contractor of any rigging, blocking, scaffolding, or other mechanical contrivance, whether or not furnished by the Owner; "Expenses" means and includes, but is not limited to, all attorney's fees and costs incurred in defending any Exposure or in bringing an action to enforce the provisions of this section. The Contractor's obligation under this indemnity is not limited by any limitation on the Contractor's liability under any provision of law or any rule of decision. Additionally, Contractor and all subcontractors agree to waive any limitation of liability defense pursuant to workers' benefit or compensation laws for claims by their respective employees.

...

§ 3.18.3 The obligations of the Contractor under this Section 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them.

§3.18.4 The foregoing indemnity shall also be an obligation of Contractor's performance or payment bond surety provided, however, the existence or non-existence of a performance or payment bond shall in no way limit or condition an Indemnified Party's right to indemnity or remedies against Contractor nor shall it limit Contractor's responsibilities hereunder.

§3.18.5 Without limiting the generality of the foregoing, in the event that Contractor or any of Contractor's agents, employees, suppliers or lower-tier subcontractors utilize any machinery, equipment, tools, ladders, scaffolding, hoists, lifts or similar items belonging to or under the control of any of the Indemnified Parties, Contractor agrees to indemnify, defend and save harmless the Indemnified Parties from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys', consultants' and experts' fees, arising out of such use, except to the extent such loss or damage shall be caused by the negligence of any of the Indemnified Parties' employees operating any of the Indemnified Party-owned or leased equipment.

§3.18.6 Contractor also hereby assumes the entire responsibility and liability for all work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Contractor, its lower-tier subcontractors or suppliers until final acceptance of Contractor's Work by the Owner as defined by the Contract Documents. In the event of any loss, damage or destruction thereof from any cause, Contractor shall be liable therefore, and shall repair, rebuild and make good said loss, damage or destruction at Contractor's sole cost.

§3.18.7 Contractor shall at Contractor's own cost, expense and risk, defend all claims defined in this Paragraph 3.18 (including all of its subparagraphs) that may be brought or instituted by third persons, including, but not limited to, governmental, state, or local agencies, employees of the Contractor, lower tier subcontractors or suppliers, or their employees against the Owner or the Architect or their respective agents or employees, of any of them; pay and satisfy any judgment or decree that may be rendered against the Owner or the Architect or their agents or employees, of any of them arising out of any such claim; and, the Owner or the Architect or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the Indemnity granted in this Paragraph 3.18 (including all of its subparagraphs).

§3.18.8 Contractor's indemnification obligations as stated herein are independent from, and are not limited in any

manner by, the Contractor's insurance coverage as required in the Agreement.

§3.18.9 Each and every provision contained in this Paragraph 3.18 (including all of its subparagraphs) shall survive expiration or termination of this Agreement.

§ 3.19 Antitrust Violations. To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq.

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

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§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The appropriate Prime Trade Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect of the Contractor or its Subcontractors.

...

§ 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 so as not to delay progress of the Work 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. The Contractor will give submittals to the Architect in a manner to allow for the Architect's reasonable prompt review and to allow for timely ordering of components of the Work to affect no delay in the Work.

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§ 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~~ promptness so as not to delay the progress of the Work or cause Work to be performed out of sequence. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within ~~44-7~~ 7 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the

Architect requires additional time for review. ~~Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.~~

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§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected ~~if the Owner or Architect makes reasonable objection to such substitution.~~ without the written approval of the Owner.

...

By appropriate ~~agreement, written where legally required for validity, 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, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, ~~and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents.~~ ~~Subcontractors bound.~~ Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 The Contractor shall be responsible for the supervision and coordination of any and Subcontractors in privity with the Contractor. Contractor shall carry insurance for all of said subcontractors, or ensure that they shall carry insurance for themselves as set forth in Article 11, below.

§ 5.3.3 The Owner and Architect assume no responsibility for overlapping or omission of parts of the Work by various Subcontractors in their Subcontracts with the Prime Contractor.

...

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

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~~§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.~~

§ 6.1.5 Owner shall not assign to Contractor any separate contracts whose terms with respect to payment applications, insurance, damages, and excusable delay materially vary from those contained in the Subcontract Agreement.

...

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. ~~Failure of the Contractor to report to report apparent discrepancies or defects identified by Contractor~~ shall constitute an acknowledgment that the Owner's or separate contractor's completed or

partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then ~~reasonably discoverable~~ apparent.

...

§ 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.~~

§ 6.2.6 ~~The Owner's separate contractors shall name the Owner and Contractor as Additional Insureds on the separate contractors' general liability insurance policies and file certificates of insurance with Owner and Contractor showing such compliance prior to commencing Work at the Project site.~~ **§ 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.~~

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§ 7.2.2 Any additive adjustment to the Contract Sum shall include such markups for overhead and profit as set forth in Section 7.3.3, below.

...

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit ~~evaluation~~ evaluation, with markups for overhead and profit as follows:
 - a) If the Change is to Work self-performed by the Contractor that was awarded based on competitive bidding, Contractor shall receive ten percent (10%) overhead and five percent (5%) Fee;
 - b) If the Change is to Work self-performed by the Contractor that was not awarded by competitive bidding, Contractor shall receive as its fee the Contractor's Fee as set forth at Section 5.1.1 of the A134, as applicable. This Fee shall also apply to changes in the Work performed by a Subcontractor under Sections 7.3.3.1(c) and (d), below;
 - c) Work performed by a Subcontractor shall include ten percent (10%) overhead and five percent (5%) Fee; and
 - d) Work performed by a Sub-subcontractor shall include ten percent (10%) overhead and five percent (5%) Fee, plus a five percent (5%) Fee to the Subcontractor;

...

§ 7.3.7 ~~If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:~~ following and shall be applied as defined in Article 6 of the A134:

- .1 ~~Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;~~ insurance these costs, when incurred by the Contractor shall be computed at the Comprehensive Trade Rates included in Exhibit 6.2.1 to the A134;

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- .3 ~~Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;~~ others, as set forth in Exhibit 5.1.4 to the A134;

...

- .5 Additional costs of supervision and field office personnel directly attributable to the change, to the change when incurred by Contractor, computed at the Comprehensive Management Rates included in Exhibit 6.2.2 to the A134.

§ 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~~ change.

...

§ 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.~~

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, including strikes; fire, unusual delay in deliveries, services provided by public utilities, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. It is further understood that only delays caused by the conditions listed above which the Contractor could not reasonably anticipate, are beyond the Contractor's control and which delays could not have been mitigated by the Contractor will be sufficient to extend the Substantial Completion date. The Contractor has an affirmative duty to inquire and make reasonable investigation where circumstances would alert the reasonable contractor to a potential delay for whatever reason.

1. Where a delay occurs which is beyond the Contractor's control, the Contractor has an affirmative duty to use reasonable efforts to mitigate the effect of that delay on the progress of the Work. An extension of the Substantial Completion date will not be granted to the extent that the Contractor breaches said duty to mitigate.

...

§ 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. The Owner shall have no responsibility or liability to the Contractor for the safekeeping of materials and equipment stored at the site or off the site.

§ 9.3.3 The Contractor warrants that title to all Work ~~covered by~~ included in 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, and based on the exercise of professional care and skill, the Architect states that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

...

- .3 failure of the Contractor to make payments properly to Subcontractors in accordance with the terms of the applicable subcontracts, or for properly performed/delivered or for labor, materials or equipment;

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. No interest shall be paid on payments properly withheld. The Architect's determination as to the issuance of withholding of, or the amount of payment reflected by Certificates of Payment, shall be final and binding, and shall subject the Architect to no liability whatsoever to Owner, Contractor, Surety or any other person.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, with Contractor's consent, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further payment to the Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover any damages pursuant to Article 15, below. The Owner shall not be deemed in default by reason of withholding payment as provided for in the Contract Documents.

...

§ 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. payments in accordance with the provisions of the *Illinois Governmental Prompt Payment Act* and interest shall be paid on unpaid sums as provided therein.

§ 9.6.2 ~~The Contractor shall~~ Provided a Subcontractor has performed in accordance with the terms of its Subcontract, the Contractor shall, in compliance with any and all applicable laws, 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.

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ~~seven~~thirty days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ~~seven~~thirty days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, based upon the exercise of professional skill and care, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' ~~fees~~fees unless Contractor is proceeding diligently and in good faith to contest such lien and has furnished to Owner reasonable security, such as a bond, title insurance, letter of credit, etc., to reasonably protect Owner against such lien.

...

§ 9.10.4 The making of final payment by the Owner shall not constitute a waiver of Claims by the Owner ~~except those arising from~~

- ~~.1 — liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;~~
- ~~.2 — failure of the Work to comply with the requirements of the Contract Documents; or~~
- ~~.3 — terms of special warranties required by the Contract Documents.~~

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§ 10.3.1 ~~The~~ Without accepting any responsibility or liability for the remediation of hazardous materials that exist on or contiguous to the Project site as of the date of the Agreement, the Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. ~~Unless otherwise required by the Contract~~

Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to requirements of the Contract Documents or the Owner's fault or negligence.

...

§ 10.3.7 The Contractor shall not be required to perform, without consent, any Work relating to toxic mold, asbestos or polychlorinated biphenyl ("PCB"). The Contractor shall perform no work involving toxic, contaminant, contaminated or hazardous material of any type, which removal or responsibility to render harmless is the Owner's obligation.

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§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.2.1 Such insurance shall be primary and shall be written to include the following coverages and for not less than the following minimum limits or greater if required by law.

1. Worker's compensation:

| | |
|----------------------------------------------|---------------|
| (a) State: | Statutory |
| (b) Applicable Federal: | Statutory |
| (c) Employer's Liability: | |
| Bodily Injury by Accident - each accident | \$ 500,000.00 |
| Bodily Injury by Disease - each employee | \$ 500,000.00 |
| Bodily Injury by Disease - each policy limit | \$ 500,000.00 |

2. Commercial General Liability (including Premises/Ongoing Operations; Independent Contractor's Protective Contractual Liability; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury/Property Damage/Personal Injury:

| | |
|------------------|-----------------|
| Each Occurrence | \$ 2,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |

(b) Products and Completed Operations to be maintained for 1 year after final payment and Construction Manager shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned Period.

(c) Property Damage Liability insurance will provide X, C or U coverage.

| | |
|----------------------------------------------------------------------------------------------------------|-----------------|
| <u>(d) Contractual Liability (Hold Harmless Coverage):</u> | |
| <u>(e) Personal Injury</u> | |
| Each Occurrence | \$ 2,000,000.00 |
| Annual Aggregate | \$ 2,000,000.00 |
| <u>(f) Policy shall be endorsed to have General Aggregate apply to this project only.</u> | |
| 3. <u>Umbrella Liability over primary insurance: \$5,000,000.00 per occurrence and annual aggregate.</u> | |
| 4. <u>Automobile Liability (Owned, Scheduled, Non-owned Hired):</u> | |
| <u>(a) Bodily Injury/Property Damage (Combined Single Limit):</u> | |
| Each Occurrence/Accident | \$ 1,000,000.00 |

§ 11.1. Certificates of Insurance for the above coverages shall be submitted to the Architect or transmittal to the Owner for its approval prior to the start of construction. Attached to the required Certificate, Contractor must provide AIA Document G715: specifically setting forth evidence of all coverage required by Article 11. The Contractor shall certify to the Owner that he has obtained or will obtain similar certificates of insurance from each Subcontractor before their work commences. Each Subcontractor must be covered by insurance of the same character and amounts as the Contractor, unless the Contractor and Owner agree that reduced coverage is adequate. Each Subcontractor's insurance shall be primary and shall cover the Owner, Contractor, Architect, their agents and employees as "additional insured". If the "additional insureds" have other insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance. Contractor's certificates shall be in duplicate on standard Accord

§ 11.1.3.1 Coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner and Architect. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction or cancellation of coverage shall be furnished by the Construction Manager with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.1.3.2 The obligations of the Contractor under the provisions of this article shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees to the extent that such giving or failure to give is the cause of the injury or damage.

§ 11.1.5 The insurance company issuing the commercial general liability insurance coverage required for the performance of this Agreement shall be licensed to do business in Illinois with Best's Insurance Guide (current edition) rating of "A-" or better and satisfactory to the Owner.

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§ 11.3.1 Unless otherwise provided, the Owner-Construction Manager shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property-If purchased by the Owner, property insurance shall be on an "all-risk" "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, at least theft, vandalism, malicious mischief,

transit, collapse, fire, flood, wind storm, subsurface water, earthquake, testing falsework, temporary buildings and debris removal (including theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, requirements), and shall cover reasonable compensation for Architect's and Contractor's services and expenses of Architect and Contractor required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

Any deductibles shall be a Cost of the Work.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

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§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise.

~~A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

...

~~§ 11.4.1 The Owner shall have the right to require the Contractor to furnish Prior to commencing the Work, the Contractor shall cause all Subcontractors as principals to furnish to the Owner as obligee bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract, thereunder. The performance and payment bonds shall be in an amount equal to One Hundred percent of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents and for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on A.I.A. Document A-312, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner and shall name the Owner as a primary co-obligee. The Owner shall have the right to require the Contractor to furnish bonds covering the payment of obligations arising under the Contract in an amount equal to the Contract Sum, or in lieu of such payment bond, to pay Subcontractors directly after receipt of appropriate applications for Payment, lien waivers, and other required supporting documentation.~~

...

§ 11.5 MISCELLANEOUS INSURANCE REQUIREMENTS

~~§ 11.5.1 All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than "A-" and financial ratings not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.~~

~~§ 11.5.2 The Contractor is responsible for determining that Subcontractors are appropriately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be paid by each Subcontractor.~~

~~§ 11.5.3 The limits of liability as stated may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.~~

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~~§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition, so. 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 2.4.~~

...

~~The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. located.~~

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§ 13.2.2 The Owner may, ~~without consent of~~ upon notification to the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

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~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located shall accrue interest in accordance with the Illinois Local Government Prompt Payment Act.~~

...

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. ~~The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.~~

Provided, however, if the Owner discovers an act or omission of the Contractor within the ten (10) year period following Substantial Completion, the Owner shall have an additional four (4) years from the date of discovery to bring a claim or action against the Contractor.

§ 13.8 REGULATIONS

§ 13.8.1 The Contractor and Subcontractors shall comply with the non-discrimination federal, state and local laws, as applicable to Contractor's work, including without limitation:

§ 13.8.1.1 Equal Employment Opportunities Act, American with Disabilities Act and Human Rights Act. The rules and regulations of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that each Construction Manager and Prime Trade Contractor have in place written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Department and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4). The Contractor and Subcontractors agree to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor and Subcontractors further agree to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder having jurisdiction over its Work. The provisions of Section 14.2 are included in this Amendment pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor and Subcontractors shall be required to comply with these provisions only if and to the extent they are applicable under the law.

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

§ 13.8.1.2.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

§ 13.8.1.2.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

§ 13.8.1.2.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

§ 13.8.1.2.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's or Subcontractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor or Subcontractor in its efforts to comply with such Act and Rules and Regulations, the Contractor or Subcontractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

§ 13.8.1.2.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

§ 13.8.1.2.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

§ 13.8.1.2.7 That the Contractor will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such Contractor and Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Prime Trade Contractor or Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 13.8.2 INCORPORATION BY OPERATION OF THE REGULATION

§ 13.8.2.1 All contract specifications furnished by any contracting agency, Bidders or Contractor shall contain the Equal Employment Opportunity Clause set forth in this Paragraph 13 and such clause shall be included as a material term of any contract; however, a contracting agency having published rules and regulations which govern all its contracts and which include the Equal Employment Opportunity Clause may incorporate such clause by reference in such agency's individual contracts or contract specifications. By operation of these Rules and Regulations, the Equal Employment Opportunity Clause shall be deemed to be a part of every public contract whether or not such contract is in writing and regardless of whether said clause is physically incorporated therein.

§ 13.8.3 PRIME TRADE CONTRACTS/SUBCONTRACTS

§ 13.8.3.1 Each Subcontractor shall in turn include the Equal Employment Opportunity Clause set forth in this Paragraph 13 in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such Subcontractors.

§ 13.8.4 Contractor shall execute the following certificates:

1. Certificate of Sexual Harassment Policy
2. Certificate of Drug-Free Workplace
3. Non-Collusion Affidavit
4. Certificate of Prevailing Wage Payment

Additionally, all Subcontractors will execute the above-listed certificates, as well as a Certificate of Bidder Eligibility.

These Certificates shall become a part of and be considered as part of the Contract Documents.

§ 13.8.5 Illinois Department of Labor Requirements and Prevailing Wage Act. It shall be mandatory upon the Contractor and all Subcontractors thereof to pay all laborers, workmen, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes in such case made and provided.

§ 13.8.6 Public Contract Fraud Act. Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Public Contract Fraud Act (30 ILCS 545/0.01).

§ 13.8.7 Public Construction Contract Act. Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Construction Contract Act (30 ILCS 557/1).

§ 13.8.9 Public Works Contract Change Order Act. Contractor agrees to comply with and that this Master Agreement is subject to and governed by the Illinois Public Works Contract Change Order Act (50 ILCS 525/1.)

§ 13.8.10 Drug Free Workplace. Contractor certifies by the execution of this Project Work Order that the Contractor will provide a drug-free workplace in compliance with the Illinois Drug-Free Workplace Act (30 ILCS 580/1 et seq.), including provision of providing notifications, imposing sanctions, providing assistance with counseling, and complying with all other requirements of said Act.

§ 13.8.11 Bid Rigging and Rotating. Contractor certifies that the Contractor is in compliance with Illinois law and not barred from bidding on the Project Work Order as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961 (720 ILCS 5/33).

§ 13.8.12 No tobacco use. In accordance with the state (105 ILCS 5/10-20.5b) and federal law and Board of Education Policy, smoking is prohibited on all School District property.

§ 13.8.13 DISCLOSURE OF CONSTRUCTION MANAGER OWNERSHIP INFORMATION

The Contractor shall disclose sufficient information to the Owner, so that the Owner may comply with 105 ILCS 5/10-20.40, whether the Contractor and each Subcontractor is a locally owned business, minority owned business, female owned business, and/or business owned by a person with disabilities, as defined in the *Business Enterprise for Minorities, Females and Persons with Disabilities Act*.

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 — Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 — An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 — Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 — The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the

Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

~~§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~

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~~§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon written request and submittal of the appropriate documentation as required by the Owner, the Owner shall pay the Contractor for all work performed by the Contractor to the date of termination which has been approved by the Owner. The Owner may, upon the Contractor executing such confirmatory assignments as the Owner shall request, accept and assume all of the Contractor's obligations under all subcontracts executed in accordance with the terms of the Contract Documents which may accrue after the date of such termination and which the Contractor has incurred in good faith in connection with the Work. The Owner's right to terminate the Contract pursuant to this subparagraph shall be in addition to and not in limitation of its rights to stop the Work without terminating the Contract pursuant to subparagraph 14.3.~~

~~§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall~~

- ~~.1 — cease operations as directed by the Owner in the notice;~~
- ~~.2 — take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and~~
- ~~.3 — except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.~~

~~§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.~~

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~~§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

...

§ 15.3 MEDIATION

~~§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The~~

request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 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 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 16.2 SERVICES PROVIDED BY OWNER. Notwithstanding anything to the contrary contained in Section 3.4.1 of these General Conditions or elsewhere in the General Conditions or other Contract Documents, Owner shall pay for water, heat, utilities, and any other services or facilities necessary for the proper execution and completion of the Work.

§ 17 INCORPORATION OF CONTRACT TERMS WITH PRIME TRADE CONTRACTORS

Contractor agrees that it will be responsible to incorporate all of the terms and conditions herein, including all applicable amendments into subcontracts with any and all of the Subcontractors as well as any Sub-subcontractors retained by Subcontractors. Contractor acknowledges that it is the Owner's intent that all of the terms and conditions herein, including all amendments will be adhered to by the Contractor and its Subcontractors performing any Work on this Project.

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:32:59 on 05/09/2018 under Order No. 4104355972 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

DRAFT AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Twenty-ninth» day of «January» in the year «Two Thousand Eighteen»
(In words, indicate day, month and year.)

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

« »
«Community High School District 94 »
«157 W. Washington St.»
«West Chicago, IL»

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

« »
«DLA Architects, Ltd. »
«Two Pierce Place »
«Suite 1300 »
«Itasca, IL 60143»

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

«This Agreement is a Master Agreement and shall be the agreement for all projects authorized by Owner. Specific projects under this Master Agreement shall be authorized in writing by the Owner by a Memorandum of Understanding (hereinafter "MOU"); Each MOU shall be attached hereto as Exhibit A and made a part of this Master Agreement. A separate MOU shall be executed for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent MOU's each of which shall be attached to this Master Agreement as Exhibit A for the Project authorized. »

« »
« »

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.

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

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User Notes: (3B9ADA12)

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in Exhibit A, the MOU for a specific project authorized pursuant to this Master Agreement, ~~and which~~ is attached hereto and incorporated herein. A separate MOU shall be executed for each project authorized by Owner under this Master Agreement:

The ~~Memorandum of Understanding (hereinafter~~ "MOU" for a Project authorized pursuant to this Master Agreement shall contain all Project specific requirements, such as Scope of Services, Project Schedule, Project Budget, Site Observation requirements, Compensation and other project specific terms which may supplement, supersede or modify the Master Agreement. To the extent of any inconsistency, conflict or discrepancy between the Master Agreement ~~and the MOU~~ and the MOU, Exhibit A, for the Project a project, the ; the completed and executed MOU shall control. Project as used herein shall mean the Project authorized by a completed and executed Exhibit A , the the MOU-Exhibit A.

«»

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

«As identified in the Memorandum of Understanding for the Project »

- .2 Substantial Completion date:

«As identified in the Memorandum of Understanding for the Project »

§ 1.3 The Owner and Architect may rely on the Information set forth in the MOU for the Project. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement and in the executed MOU for the Project. MOU, Exhibit A, for the Project. In the event of an inconsistency or conflict between this Agreement and Exhibit A, Exhibit A shall govern for the Project.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. 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 identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 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.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«2,000,000.00 per occurrence and in the aggregate »

.2 Automobile Liability

«1,000,000.00 per occurrence or CSL »

.3 Workers' Compensation - Statutory Limits

«Employers Liability: 500,000.00 Each Accident
500,000.00 Disease - EA Employee
500,000.00 Disease - Policy Limit»

.4 Professional Liability

«1,000,000.00 Each Claim/Annual Aggregate »

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirement in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability and Automobile Liability policies.

§ 2.5.7 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements hereunder. The Architect agrees that this obligation to provide the insurance is solely its responsibility and that this is a requirement which cannot be waived by any conduct action, inaction, or omission by the Owner.

§ 2.5.8 Notwithstanding any other provision herein or in any Contract Document, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which it, any insurer, or any self-insured risk pool of which it is a member may have against the Architect or any of its agents or consultants.

§ 2.5.9 The Architect hereby agrees to maintain the insurance described in section 2.5 and its sub-sections during the term of this Agreement, and if any of said insurance is provided under a “claims made” or “claims based” policy, then said insurance shall be maintained by a period of four (4) years after the date of substantial completion of the total Project. If the Architect fails to furnish and maintain such insurance, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

§2.5.10 The Owner shall have the right but not the obligation of prohibiting Architect from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with this Agreement is received and approved by the Owner.

§2.5.11 The Architect’s failure to maintain the required insurance may result in termination of this Agreement/contract at the Owner’s option.

§2.5.12 All insurance required of the Architect shall be the primary insurance. If additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

§2.5.13 The Architect shall cause each consultant employed by the Architect to purchase and maintain insurance of the type specified above, in such form and for such amounts as are acceptable to the Owner and the Architect. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

§2.5.14 Nothing contained in this Agreement/Contract with respect to the procurement of insurance is to be construed as limiting the liability of the Architect. The Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, or the Architect, but are merely minimums. The obligations of the Architect to purchase insurance shall not, in any way, limit its obligations to the Owner in the event that the Owner should suffer any injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the Architects’ insurance.

§2.5.15 Except for professional liability and worker’s compensation insurance, all insurance required of the Architect shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suite is brought, except with respect to the limits of the insurer’s liability.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

§ 3.1 The Architect’s Basic Services consist of those described in the MOU, ~~Exhibit A~~, for the Project and shall include, if so provided in ~~Exhibit A~~ said MOU, usual and customary structural, mechanical, and electrical engineering services. Services not set forth in ~~the MOU, Exhibit A~~ for the Project are Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner, research applicable design criteria, attend Project meetings reasonably requested by Owner, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of 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 Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include 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 performance of the Owner’s consultants, and a reasonable time for approval of submissions by authorities having jurisdiction over the Project. The Owner shall render decisions in a timely manner so as not to impact the approved schedule. Once

approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, 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 not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable written publicly available design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method 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.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches for major systems only. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for 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 modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider 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.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 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 Owner's approval. The Design Development Documents 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 and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 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 Owner's approval. The Construction Documents 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor 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.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the written publicly available design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 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 Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction, ~~as modified or supplemented. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement. If the Owner and Contractor modify the AIA Document A201-2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owenr and Architect amend this Agreement.~~

§ 3.6.1.2 The Architect shall advise and consult with the Owner 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 job site safety, including but not limited to, safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’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~~ negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, ~~or sixty (60) days after Substantial Completion, whichever occurs first.~~

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site as set forth in the MOU, ~~Exhibit A, for the Pproject~~ to become generally familiar with the progress and quality of the portion of the Work completed, ~~and to determine~~, ~~in general,~~ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner 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 such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 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 Contractor. 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 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. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor 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 Contractor's Application for Payment, that, to the best of the Architect's **knowledge, information and belief**, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Architect administratively shall receive from the Contractor mechanic's lien waivers and the Contractor's sworn statements listing subcontractors and material suppliers before issuing payment certificates, and if such waivers or sworn statements cannot be obtained, then the Architect's Certificate shall be conditional upon receipt of such waivers.

§ 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 material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor 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 Contractor's submittal schedule and shall not unreasonably delay or withhold approval. 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 In accordance with the Architect-approved submittal schedule, the Architect shall 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. 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 Contractor's responsibility. 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor 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 Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely

upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, unless the Architect knows or has reason to know that the shop drawing or other submittals are inaccurate or incomplete.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize 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. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Any change order or series of change orders resulting in an increase in the contract sum of \$10,000.00 or more, or an increase in the contract time of 30 days or more must be approved in writing by Owner in order to be binding upon Owner, and then only if one of the following criteria is satisfied: Owner determines that the circumstances requiring the change a) were not reasonably foreseeable at the time the Contract was signed; b) are germane to the original contract as signed; or c) are in the best interest of the Owner and are authorized by law.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work observed by the Architect~~observed by the Architect~~ complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, 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 Contractor: (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 Contractor 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 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The table below shall be included in each project MOU. The Architect shall provide the listed Additional Services only if

specifically designated in ~~the table below included in the Project MOU~~ as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

| Additional Services | Responsibility (Architect, Owner or Not Provided) | Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below) |
|--------------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| § 4.1.1 Programming | « » | |
| § 4.1.2 Multiple preliminary designs | | |
| § 4.1.3 Measured drawings | | |
| § 4.1.4 Existing facilities surveys | | |
| § 4.1.5 Site Evaluation and Planning (B203™-2007) | | |
| § 4.1.6 Building information modeling | | |
| § 4.1.7 Civil engineering | | |
| § 4.1.8 Landscape design | | |
| § 4.1.9 Architectural Interior Design (B252™-2007) | | |
| § 4.1.10 Value Analysis (B204™-2007) | | |
| § 4.1.11 Detailed cost estimating | | |
| § 4.1.12 On-site project representation | | |
| § 4.1.13 Conformed construction documents | | |
| § 4.1.14 As-Designed Record drawings | | |
| § 4.1.15 As-Constructed Record drawings | | |
| § 4.1.16 Post occupancy evaluation | | |
| § 4.1.17 Facility Support Services (B210™-2007) | | |
| § 4.1.18 Tenant-related services | | |
| § 4.1.19 Coordination of Owner's consultants | | |
| § 4.1.20 Telecommunications/data design | | |
| § 4.1.21 Security Evaluation and Planning (B206™-2007) | | |
| § 4.1.22 Commissioning (B211™-2007) | | |
| § 4.1.23 Extensive environmentally responsible design | | |
| § 4.1.24 LEED® Certification (B214™-2007) | | |
| § 4.1.25 Fast-track design services | | |
| § 4.1.26 Historic Preservation (B205™-2007) | | |
| § 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007) | | |
| | | |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

«See MOU, Exhibit A, for the Project for authorized Additional Services. »

§ 4.3 Upon written approval of the Owner, Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner 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;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7~~ .6 Preparation for, and attendance at, a public presentation, meeting or hearing;
- ~~.8~~ .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9~~ .8 Evaluation of the qualifications of bidders or persons providing proposals;
- ~~.10~~ .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- ~~.11~~ .10 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor'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;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 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 submittal of the Contractor
- .2 See MOU, Exhibit A for the Project for number of >> visits to the site by the Architect over the duration of the Project during construction
- .3 «One» («1») 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. additional inspections will become Additional Services to the Contract and will be invoiced on a Time and Material Basis. Language charging the Contractor for these services will be included in the Architects Construction Documents.
- .4 «One» («1») inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within the timer period set forth in the MOU, Exhibit A, for the Project, 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 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. 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.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (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 Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. 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. Any authorization to be made by the Owner under this Agreement must be made in writing or via electronic mail by the Owner in order to be binding. Notwithstanding the above, however, the Architect acknowledges that the Owner, as a public body, may not delegate full authority to its representative for the Project and certain matters may need approval by the Board of Education. The Owner's representative shall endeavor to define what matters require Board of Education approval and notify the Architect so that those approvals can be incorporated into each project schedule as defined in the each Project MOU.

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

§ 5.5 The Owner 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.

§ 5.6 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 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. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 Although the Owner has no duty or obligation to inspect the Project, The Owner shall provide prompt written notice to the Architect 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.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction 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 Contractor, including the General Conditions of the Contract for Construction.

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

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 contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner, but shall:

~~.1 Include alternate bids accepted; .1 Include General Contractor's overhead and profit (General Conditions) associated with the project;~~

~~.2 For alternate bids not accepted, eighty (80%) percent of the Architect's fee applied to the Cost of the Work for the alternate not accepted.~~

~~.2 Include alternate bids. For alternate bids not accepted, 80% of the cost associated with the alternate shall be used for Architects' fee calculations. Deductive alternates will be treated as added costs;~~

~~.3~~ ~~31~~ Include full change order amount for all change orders as it increases contract amount. For change orders not accepted, eighty (80%) percent of the Architect's fee applied to the cost associated with the change order ~~shall be used for the Architect's fee calculation;~~

~~.4 Include change order credits as added project costs;~~

~~.45~~ ~~42~~ For change orders that do not change the construction cost in proportion to the design work required, the Architect's fee shall be computed on a time and material basis.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect, and the Architect shall have no responsibility for such variance nor shall the Architect be responsible if the bids or Cost of the Work exceeds the estimate or Owner's budget.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect 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.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work by twenty (20%) percent or less, the Architect shall modify the Construction documents as requested by the Owner as an Additional Services. If the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work by more than twenty (20%) percent, the Architect shall modify the Construction Documents without additional compensation to reduce the Cost of the Work to conform to the Owner's budget. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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 Upon execution of this Agreement, 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, and maintaining, the Project, and for informational purposes only for altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. 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 Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~ **If the Architect rightfully terminates this Agreement for cause as provided Section 9.4, the license granted in this Section 7.3 shall terminate.**

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, 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 defend, 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but in any not more than ten (10) years after the date of Substantial Completion of the Work. ~~but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and 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 AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

§ 8.1.3 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.

~~§ 8.1.3 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 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by a forum and mediator mutually agreeable to the parties, and if no agreement is reached within fourteen (14) days, 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 Agreement, and filed with the person or entity administering the mediation. Upon receipt, the parties shall confer to agree upon a mediation service and mediator.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the~~ The method of binding dispute resolution shall be the following:

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraph Deleted)

Intentionally
(Paragraph Deleted)

Deleted

(Paragraph Deleted)

Intentionally Deleted.

(Paragraph Deleted)

Intentionally Deleted.

(Paragraph Deleted)

Intentionally Deleted

(Paragraphs Deleted)

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 for the Project. 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 Architect shall be paid all sums due prior to suspension, and any expenses incurred in the interruption and resumption of the Architect's services. ~~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, the Architect shall be compensated for services 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. ~~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 for the Project 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 for the Project upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, and any costs incurred in connection with the termination.

§ 9.7 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 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 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, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement including prompt payment of all sums due and owing the Architect.~~

§ 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. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the images of any students for whom the District does not have a photographic waiver, or 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 by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by law.

ARTICLE 11 COMPENSATION

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

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

«As set forth in the Memo of Understanding, ~~Exhibit A,~~ for the Project. »

§ 11.2 For Additional Services designated in Section 4.1 the MOU for the Pproject, 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.)

«In accordance with the Hourly Rates set forth herein. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3 the MOU for the Pproject, the Owner shall compensate the Architect as follows:

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

«In accordance with the Hourly Rates set forth herein. »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten ~~«Ten»~~ percent (~~«10-40»~~ %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| | | | | |
|------------------------------|-------------|-----------|-------|----|
| Schematic Design Phase | «Twenty » | percent (| «20» | %) |
| Design Development Phase | «Fifteen » | percent (| «15 » | %) |
| Construction Documents Phase | «Forty » | percent (| «40» | %) |
| Bidding or Negotiation Phase | «Five» | percent (| «5 » | %) |
| Construction Phase | «Twenty » | percent (| «20 » | %) |
| « » | | | | |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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, if any, 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.)

«As set forth in the MOU ~~emo of Understanding, Exhibit A,~~ for the Project. The per hourly rates shall remain constant through the end of the year and may be adjusted annually thereafter.»

Employee or Category

Rate

« »

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- .13 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .24 Printing, reproductions, plots, standard form documents;
- .35 Postage, handling and delivery;
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .47 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .58 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .10 Site office expenses; and
- .644 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 plus «ten Ten-0» percent («1010.000» %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

«Per mutual agreement between Owner and Architect»

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of «Zero Dollars and Zero Cents» (\$ «0.00») 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.

§ 11.10.2 Payments shall be due and interest calculated in accordance with the *Illinois Governmental Prompt Payment Act*.

§ 11.10.3 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to 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:

«§12.1 No failure of either the Architect or the Owner to exercise any power given in this Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

§12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

§12.3 The Architect shall afford the Owner, and its counsel, the opportunity to review and comment upon the instructions to bidders, bidding forms, bidding requirements, and general and supplementary conditions in sufficient time to permit any changes deemed necessary by Owner prior to their being published and available to the bidding public.

§12.4 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (or approval) of any and all documents or other matters required herein shall be for the sole purpose of furnishing the Architect with information as to Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy or completeness of the Architect's work, shall not create any liability on the part of the Owner for errors, omissions or inconsistency or other fault in the Architect's work.»

§12.5 Indemnification

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials and employees ("Indemnitees") for liabilities incurred by the Indemnitees to third parties from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the Architect's services, to the extent such liability provided that any such claim, damage, loss or expense (is) is attributable to bodily injury, sickness, disease, or death,

or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property by the Architect, and (ii) is caused in whole or in part by any wrongful or negligent act or omission in the rendering of professional services by the Architect, its consultants or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect shall similarly defend, protect, indemnify and hold and save harmless the Owner, its officers, officials and employees against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Architect's breach of any of its obligations under, or Architect's default of any provisions of the Contract. The obligations under this paragraph shall not be limited in any way by an limitation on the amount or type of damages, compensation, or benefits payable by or for the Architect, Contractor or any subcontractor under Workers' Compensation or Disability Benefits Acts or Employee Benefit Acts.

The Owner shall include as a requirement in the Contract Documents that the Contractor shall reimburse, defend, hold harmless and indemnify Architect from all attorney's fees, costs and expenses expended by the Architect in defending any claims made against it for bodily injury or property damage arising out of, resulting from or in any way connect with any construction work performed by the Contractor or anyone retained by the Contractor on the project, including but not limited to subcontractors or material suppliers.

§12.6 The Architect shall notify the Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such a claim.

§12.7 Any Additional Service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the Work is commenced and an estimate of the cost or method of determining the cost must be submitted by the Architect prior to the authority being granted for the said service by the Owner. The Architect shall not be entitled to payment for Additional Services involved in:

- a. Revision of Project documents in order to secure the approval of the Owner for the basic work unless said Project documents have been previously approved by the Owner
- ab. Revisions of or additions to the Project documents required because of errors or omissions of the Architect.
- c. Revision of contract documents to bring the Project within the budget which is authorized for the project per Section 6.6.4

§12.8 To the extent applicable to the Architect, the Architect agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq. and rules and regulations promulgated thereunder

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 Owner and Architect.

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect, and any amendments or supplementary conditions thereto.
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed.
- .3 Other documents:

(Paragraph Deleted)

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

OWNER

« »

(Signature)

« »« »

(Printed name and title)

ARCHITECT

« »

(Signature)

« »« »

(Printed name and title)



DRAFT AIA® Document B133™ – 2014

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

AGREEMENT made as of the «Fifteenth» day of «December» in the year «Two Thousand Seventeen»

(In words, indicate day, month and year.)

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

«Community High School District 94»« »
«157 W. Washington St.
West Chicago, IL 60185»
«Telephone Number: 630-876-6222»
«Fax Number: 630-876-6221»

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

«DLA Architects, Ltd.»« »
«Two Pierce Place
Suite 1300
Itasca, IL 60143»
«Telephone Number: 847-742-4063»
«Fax Number: 847-742-9734»

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

«Project 2017.41 - 2019 Addition and Remodeling Project»
«Community High School District 94
326 Joliet St.
West Chicago, IL 60185»
«All work described in the bid documents.»

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

«Pepper Construction Company»« »
«411 Lake Zurich road
Barrington, Illinois 60010»
« »
« »

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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.

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™-2007, General Conditions of the Contract for Construction; A133™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a

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The Owner and Architect agree as follows.



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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.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

«Program has been developed with the Owner»

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

«Second floor addition over 1999 addition and remodeling of remaining building.»

§ 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.)

«Approximately \$24,000,000.00»

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:

«April, 2018»

.2 Commencement of construction:

«June, 2019»

.3 Substantial Completion date or milestone dates:

«August, 2020»

.4 Other:

« »

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

- [] AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- [] AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track scheduling or phased construction are set forth below:
(List number and type of bid/procurement packages.)

«None identified at time of contract»

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner’s sustainable objective, if any, or historic preservation requirements.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

«Gordon Cole, Director of Operations»
«326 Joliet St.
West Chicago, IL 60185»

«»
«»
«»
«»

§ 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 information.)

«Doug Domeracki, District Superintendent»

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

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

«William E. Templin»
«Two Pierce Place, Suite 1300
Itasca, IL 60143»
«Telephone Number: 847-742-4063»
«Fax Number: 847-7423-9734»
« »
« »

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Pease Borst & Associates»« »
« »
«18 Executive Court
South Barrington, IL 60010»
«Telephone Number: 847-842-6930»
« »

.2 Mechanical Engineer:

«Berg Engineering Consultants, Ltd.»« »
« »
«801 W. Wise Rd.
Schaumburg, IL 60193»
«Telephone Number: 847-352-4500»
« »

.3 Electrical Engineer:

«Berg Engineering Consultants, Ltd.»« »
« »
«801 W. Wise Rd.
Schaumburg, IL 60193»
«Telephone Number: 847-352-4500»
« »

§ 1.1.12.2 Consultants retained under Additional Services:

«Acoustical and Sound System (if required)
Civil Engineering (if required) »

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

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. 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 duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than «Two Million Dollars and Zero Cents» (\$ «2,000,000.00») for each occurrence and «Two Million Dollars and Zero Cents» (\$ «2,000,000.00») in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than «One Million Dollars and Zero Cents» (\$ «1,000,000.00») per claim and «One Million Dollars and Zero Cents» (\$ «1,000,000.00») in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 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 liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than «Five Hundred Thousand Dollars and Zero Cents» (\$ «500,000.00»).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than «One Million Dollars and Zero Cents» (\$ «1,000,000.00») per claim and «One Million Dollars and Zero Cents» (\$ «1,000,000.00») in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.6.8 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements hereunder. The Architect agrees that this obligation to provide the insurance is solely its responsibility and that this is a requirement which cannot be waived by any conduct action, inaction, or omission by the Owner.

~~§ 2.6.9 Notwithstanding any other provision herein or in any Contract Document, this Agreement, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which it, any insurer, or any self-insured risk pool of which it is a member may have against the Architect or any of its agents or consultants.~~

~~§ 2.6.10 The Architect hereby agrees to maintain the insurance described in Section 2.6 and its sub-sections during the term of this Agreement, and if any of said insurance is provided under a “claims made” or “claims based” policy, then said insurance shall be maintained by a period of four (4) years after the date of substantial completion of the total Project. If the Architect fails to furnish and maintain such insurance, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.~~

~~§ 2.6.11 The Owner shall have the right but not the obligation of prohibiting Architect from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with this Agreement is received and approved by Owner.~~

~~§ 2.6.12 The Architect’s failure to maintain the required insurance may result in termination of this contract Agreement at Owner’s option.~~

~~§ 2.5.13 All insurance required of the Architect shall be the primary insurance. If additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.~~

§ 2.6.134 The Architect shall cause each consultant employed by the Architect to purchase and maintain insurance of the type specified above, in such form and for in such amounts as are acceptable to the Owner and the Architect. When requested by the Owner, the Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

~~§ 2.6.145 Nothing contained in this Agreement Contract with respect to the procurement of insurance is to be construed as limiting the liability of the Architect. The Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, or the Architect, but are merely minimums. The obligations of the Architect to purchase insurance shall not, in any way, limit its obligations to the Owner in the event that the Owner should suffer any injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the Architects’ insurance.~~

~~§ 2.6.156 Except for professional liability and worker’s compensation insurance, all insurance required of the Architect shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suite is brought, except with respect to the limits of the insurer’s liability.~~

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

§ 3.1 The Architect’s Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, plumbing, fire protection, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings reasonably requested by Owner, communicate with members of the Project team and report progress to 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. The Architect shall be entitled to rely on the accuracy and completeness 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 only if the Architect becomes aware of 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 to the Owner and the Construction Manager a schedule of the Architect’s services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect’s services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner’s

review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project. The Owner shall render decisions in a timely manner so as not to unreasonably impact the approved schedule.

§ 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 approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive, design change or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable written publicly available design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 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.

§ 3.2 Evaluation 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 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 on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's 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.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the 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, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. 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 the Owner's approval and the Construction Manager's review. 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 modeling. 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, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, 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 other sustainable design services under Article 4.~~

§ 3.3.5.1-2 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 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, identify agreed upon adjustments to the Project's size, quality, or budget, 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 written 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 pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. 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 and electrical systems, and such other elements as may be appropriate. 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 written 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 Owner's approval and the Construction Manager's review. The Construction Documents 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 incorporate into the Construction Documents the written publicly available design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample 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 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 obtain the Owner's approval of the Construction Documents.

§ 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™-2007, General Conditions of the Contract for Construction, ~~as modified or supplemented. If the Owner and the Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and Architect amend this Agreement. If the Owner and Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ as modified or supplemented. If the Owner and the Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment, ~~or sixty (60) days after Substantial Completion, whichever occurs first.~~

§ 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 job site safety, including but not limited to 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~~ 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 as required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, ~~in general, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend that the Owner 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 such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment 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 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. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Construction Manager, ~~shall not show partiality to either,~~ and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 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 A201-2007, 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 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~~ knowledge, information and belief ~~exercise of professional care and skill,~~ the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Architect administratively shall receive from the Construction Manager mechanic's lien waivers and the Construction Manager's sworn statements listing subcontractors and material suppliers before issuing payment certificates, and if such waivers or sworn statements cannot be obtained, then the Architect's Certificate shall be conditional upon receipt of such waivers. The Architect shall not be responsible for obtaining lien waivers from any suppliers, or subcontractors of Construction Manager.

§ 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 material 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. 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 In accordance with the Architect-approved 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, 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.

§ 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 shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, unless the Architect knows or has reason to know that the shop drawings or other submittals is-are inaccurate or incomplete.-

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 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.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize 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. Subject to the provisions of Section 4.3, the Construction Manager shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Any change order or series of change orders resulting in an increase in the contract sum of \$10,000.00 or more, or an increase in the contract time of 30 days or more must be approved in writing by Owner in order to be binding upon Owner, and then only if one of the following criteria is satisfied: Owner determines that the circumstances requiring the change a) were not reasonably foreseeable at the time the contract was signed; b) are germane to the original contract as signed; or c) are in the best interest of the Owner and are authorized by law.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work observed by the Architect~~observed by the Architect~~ complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to 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 the Work is found to be substantially complete, 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 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

| Services | Responsibility <i>(Architect, Owner or Not Provided)</i> | Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i> |
|---------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| § 4.1.1 Assistance with selection of the Construction Manager | « » | |
| § 4.1.2 Programming | | |
| § 4.1.3 Multiple preliminary designs | | |
| § 4.1.4 Measured drawings | | |
| § 4.1.5 Existing facilities surveys | | |
| § 4.1.6 Site Evaluation and Planning | | |
| § 4.1.7 Building Information Modeling | | |
| § 4.1.8 Civil engineering | | |
| § 4.1.9 Landscape design | | |
| § 4.1.10 Architectural Interior Design | | |
| § 4.1.11 Value Analysis | | |
| § 4.1.12 Detailed cost estimating | | |
| § 4.1.13 On-site project representation | | |
| § 4.1.14 Conformed construction documents | | |
| § 4.1.15 As-Designed Record drawings | | |
| § 4.1.16 As-Constructed Record drawings | | |
| § 4.1.17 Post occupancy evaluation | | |
| § 4.1.18 Facility Support Services | | |
| § 4.1.19 Tenant-related services | | |
| § 4.1.20 Coordination of Owner’s consultants | | |
| § 4.1.21 Telecommunications/data design | | |
| § 4.1.22 Security Evaluation and Planning | | |
| § 4.1.23 Commissioning | | |

| | | | |
|----------|----------------------------------------------|--|--|
| § 4.1.24 | Extensive sustainable design services | | |
| § 4.1.25 | LEED® Certification | | |
| § 4.1.26 | Historic Preservation | | |
| § 4.1.27 | Furniture, Furnishings, and Equipment Design | | |
| | | | |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

«Acoustical and Sound System
Civil Engineering.»

§ 4.3 Upon written approval of the Owner, Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 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, but not limited to, 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 Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .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 data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 ~~Intentionally Deleted.~~—Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 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;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the ~~Guaranteed Maximum Price Amendment or~~ Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner

subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, 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 agreed to 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;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 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 to the site per week by the Architect over the duration of the Project 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 «One» («1») inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within «Thirty-six» («36») months of the date of this Agreement, 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 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. 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.

§ 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 furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling 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.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. 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. Any authorization to be made by the Owner under this Agreement must be made in writing or via electronic mail by the Owner in order to be binding. Notwithstanding the above, however, the Architect acknowledges that the Owner, as a public body, may not delegate full authority to its representative for the Project and certain matters may need approval by the Board of Education. The Owner's representative shall endeavor to define what matters require Board of Education approval and notify the Architect so that those approvals can be incorporated into each project schedule as defined in Project MOU-Project schedule.

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

§ 5.7 The Owner 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.

§ 5.8 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 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. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 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.

§ 5.10 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.

§ 5.11 Although the Owner has no duty or obligation to inspect the Project, The Owner shall 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.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction 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.

§ 5.14 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.

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 Managers' general conditions costs, overhead, and profit. 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, contingencies for changes in the Work or other costs that are the responsibility of the Owner, but shall:

- ~~.1~~ Include Construction Manager's overhead and profit (General Conditions) associated with the Project;
- ~~.12~~ Include alternate bids. For alternate bids not accepted, 80% of the Architect's fee ~~cost for the Cost of the Work of alternate not accepted; associated with the alternate shall be used for Architect's fee calculations.~~ Deductive alternates will be treated as added costs;
- ~~.23~~ Include full change order amount for all change orders as it increases contract amount. For change orders not accepted, 80% of the Architect's fee ~~applied to the~~ cost associated with the change order shall be used for the Architect's fee calculation;
- ~~.34~~ For change orders that do not change the construction cost in proportion to the design work required, the Architect's fee shall be computed on a time and material basis.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as an architect, and the Architect shall have not responsibility for such variance nor shall the Architect be responsible if the bids or cost of the Work exceeds the estimate or Owner's budget.

§ 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. 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 detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 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, 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 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
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, ~~with~~ **without additional compensation**, shall incorporate the required modifications 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. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 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 If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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 Upon execution of this Agreement, 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, and for informational purposes for altering or adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. **If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.**

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, 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 defend, 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement ~~in accordance with the requirements of the method of binding dispute resolution selected in this Agreement~~ within the period specified by applicable law, **but in any not more than ten (10) years after the date of Substantial Completion of the Work.** ~~but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and 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 AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager,~~

contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against liabilities incurred by Owner to 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 duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 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 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by ADR Systems, Inc., 20 North Clark, Chicago, Illinois with a mediator mutually agreeable to both parties. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with ADR Systems. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 90 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, ~~the method of binding dispute resolution shall be the following:~~
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

« »

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 Architect shall be paid 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, the Architect shall be compensated for services 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, ~~and all Termination Expenses as defined in Section 9.7.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 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 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 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, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement including prompt payment of all sums due and owing the Architect.~~

§ 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, including prompt payment of all sums due and owing the Architect.

§ 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. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the images of any students for whom the District does not have photographic waiver, or 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 by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

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

«7.8% of the construction cost as defined in Article 6.1»

§ 11.2 For Additional Services designated in Section 4.1, 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.)

«To be determined (if required)»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«To be determined (if required)»

§ 11.4 Compensation for 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 plus «TenTen0» percent («+10.00» %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| | | | | |
|------------------------------|-------------|-----------|------|---|
| Schematic Design Phase | «Twenty» | percent (| «20» |) |
| Design Development Phase | «Fifteen» | percent (| «15» |) |
| Construction Documents Phase | «Forty» | percent (| «40» |) |
| Bidding | Five | Percent (| 5 |) |
| Construction Phase | «Twenty» | percent (| «20» |) |
| « » | | | | |
| 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 is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted ~~Guaranteed Maximum Price Amendment~~ or Control Estimate, as applicable, or (2) if the ~~Guaranteed Maximum Price proposal~~ or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. 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, if any, 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.)



| Employee or Category | Rate (\$0.00) |
|-----------------------------------------|---------------|
| «Senior Principal » | \$200.00 |
| Principal | \$175.00 |
| Director | \$160.00 |
| Senior Architect/Senior Project Manager | \$150.00 |
| Computer Graphics Manager | \$138.00 |
| Senior Project Manager | \$150.00 |
| Architect/Project Manager | \$132.00 |
| Job Captain | \$115.00 |
| Intern Architect | \$105.00 |
| CADD Technician/Drafter | \$85.00 |
| Senior Administration | \$90.00 |
| Administration | \$75.00 |

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic 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;~~
- .13 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .24 Printing, reproductions, plots, standard form documents;
- .35 Postage, handling and delivery;
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .47 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .58 Architect’s consultants’ expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; and~~
- .644 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 plus «TenTen0» percent («1010.000» %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:



§ 11.9 Compensation for Use of Architect’s Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:



§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of «Zero Dollars and Zero Cents» (\$ «0.00») 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.

§ 11.10.2 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. Amounts unpaid «forty five» («45») 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 Architect.
(Insert rate of monthly or annual interest agreed upon.)

«» % «»

§ 11.10.3 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to 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:

«§12.1 No failure of either the Architect or the Owner to exercise any power given in this Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

§12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

§12.3 The Architect shall afford the Owner, and its counsel, the opportunity to review and comment upon the instructions to bidders, bidding forms, bidding requirements, and general and supplementary conditions in sufficient time to permit any changes deemed necessary by Owner prior to their being published and available to the bidding public.

§12.4 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (or approval) of any and all documents or other matters required herein shall be for the sole purpose of furnishing the Architect with information as to Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy or completeness of the Architect's work, shall not create any liability on the part of the Owner for errors, omissions or inconsistency or other fault in the Architect's work.»

§12.5 Indemnification

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials and employees ("Indemnitees") for liabilities incurred by the Indemnitees to third parties, arising out of or resulting from the performance of the Architect's services, to the extent such liability (is) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of copyright protected material or otherwise protected intellectual property by the Architect, and (ii) is caused by a wrongful or negligent act or omission in the rendering of professional services by the Architect, its consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner and its officers, officials and employees from and against all claims, damages, losses and expenses, including but not limited

to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the Architects' work, provided that any such claim, damage, loss or expense (is) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Architect, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect shall similarly defend, protect, indemnify and hold and save harmless the Owner, its officers, officials and employees against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Architect's breach of any of its obligations under, or Architect's default of any provisions of the Contract. The obligations under this paragraph shall not be limited in any way by an limitation on the amount or type of damages, compensation, or benefits payable by or for the Architect, Contractor or any subcontractor under Workers' Compensation or Disability Benefits Acts or Employee Benefit Acts.

§12.6 The Architect shall notify the Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such a claim.

§12.7 Any Additional service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the Work is commenced and an estimate of the cost or method of determining the cost must be submitted by the Architect prior to the authority being granted for the said service by the Owner. The Architect shall not be entitled to payment for Additional Services involved in:

- a. ~~Revision of project documents in order to secure the approval of the Owner for the basic work unless said project documents have been previously approved by the Owner~~
- ab. Revisions of or additions to the project documents required because of errors or omissions of the Architect.
- c. ~~Revision of contract documents to bring the project within the budget which is authorized for the project per Section 6.6.4~~

§12.8 To the extent such applies to the Architect, (The Architect agrees to fully comply with the requirements of the Illinois Human Rights Act. 775 ILCS 5/1-101 et seq., including, but not limited to the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to the Americans With Disabilities Act. 42 U.S.C. Section 12101, et seq. and rules and regulations promulgated thereunder

»

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 Owner and Architect.

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

- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition, and any amendments or supplementary conditions thereto.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed.

Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

« »

OWNER *(Signature)*

«Gordon Cole», Director of Operations»
(Printed name and title)

« »

ARCHITECT *(Signature)*

«William E. Templin», Vice President»
(Printed name and title)



COMMUNITY HIGH SCHOOL District 94

MEMO

TO: Board of Education, Supt. Domeracki
FROM: Gordon Cole
RE: AIA Contracts
DATE: 5-10-18

On the agenda is the adoption of 4 AIA contracts. Two with Pepper Construction for construction manager services and two with DLA Architects for architectural services. These agreements are based on standard American Institute of Architects documents. The attorneys from each party have revised the documents to meet our conditions.

Both of the documents for Pepper Construction, A201-2007 and A134-2009 are in final form.

There are two documents with DLA. One is for services to the District in conjunction with a construction manager and the other is for services when there is no construction manager. These are both in draft form. DLA's attorney is producing the final forms. The only changes that may still occur relate to a single provision clarifying the relationship between the parties in conjunction with a construction manager.

I will forward the final versions as soon as I receive them along with an explanation of any revision.

Field Trips, Student Travel and Optional Student Travel Prior Approval Form

Trip Name: **Band & Honors A Cappella Chamber Choir Walt Disney World Performance/Masterclass Tour**

Trip Destination: **Walt Disney World; Orlando, FL**

Trip Dates: **Wednesday, December 5th - Sunday, December 9th, 2018. Specific times TBD based upon performances, workshops and available flight times.**

Person/Entity Organizing, Conducting, or Sponsoring Trip:
Brandon Fantozzi & James Wallace

Distance Between School and Destination: **1,142 Miles**

Rationale for Trip:

We are requesting consideration for the West Chicago Community High School Choral and Band programs to travel to Walt Disney World; Orlando, FL in December of the 2018-2019 school year. The purpose of the trip is to provide an educational, clinical, performance and travel experience for the choir members in the Honors A Cappella Chamber Choir and the band members in Concert Band and Symphonic Band. For both the choir and band ensembles, the educational workshops will occur with highly qualified professionals in the disciplines of vocal and instrumental music. In the past, these master classes and rehearsals have been led by professional conductors and performers for Disney. Our performances will occur throughout the parks at Disney World, including one of the parades at Magic Kingdom and the Candlelight Processional at Epcot. This experience will be a positive one for the students and families of the Music Department along with promoting the positive and highly energized programs that West Chicago Community High school has to offer.

Prior to the Trip

PERFORMING Anchor Standard #4: Select, analyze and interpret artistic work for presentation.

Enduring Understanding: Performers' interest in and knowledge of musical works, understanding of their own technical skill, and the context for a performance influence the selection of repertoire.

RESPONDING Anchor Standard #7: Perceive and analyze artistic work.

Enduring Understanding: Individuals' selection of musical works is influenced by their interests, experiences, understandings, and purposes. o

During the Trip

PERFORMING Anchor Standard #5: Develop and refine artistic techniques and work for presentation.

Enduring Understanding: To express their musical ideas, musicians analyze, evaluate, and refine their performance over time through openness to new ideas, persistence, and the application of appropriate criteria.

PERFORMING Anchor Standard #6: Convey meaning through the presentation of artistic work.

Enduring Understanding: Musicians judge performance based on criteria that vary

across time, place, and cultures. The context and how a work is presented influence the audience response.

RESPONDING Anchor Standard #8: Interpret intent and meaning in artistic work.

Enduring Understanding: Through their use of elements and structures of music, creators and performers provide clues to their expressive intent.

CONNECTING Anchor Standard #10: Synthesize and relate knowledge and personal experiences to make art.

Enduring Understanding: Musicians connect their personal interests, experiences, ideas, and knowledge to creating, performing, and responding.

After the trip

CONNECTING Anchor Standard #10: Synthesize and relate knowledge and personal experiences to make art.

Enduring Understanding: Musicians connect their personal interests, experiences, ideas, and knowledge to creating, performing, and responding.

Anchor Standard #11: Relate artistic ideas and works with societal, cultural and historical context to deepen understanding.

Enduring Understanding: Understanding connections to varied contexts and daily life enhances musicians' creating, performing, and responding.

All Field Trips, Student Travel, and Optional Student Travel must have the Superintendent or designee's prior approval, except that Field Trips, Student Travel, or Optional Student Travel beyond a 250-mile radius of Community High School must have the prior approval of the Board of Education.

Requests for Field Trips (regardless of the location or duration of the trip) must be submitted for approval at least fourteen (14) days prior to the date of the proposed trip.

Requests for Optional Student Travel within a 250-mile radius of Community High School must be submitted for approval not less than forty-five (45) days before the trip is scheduled to begin.

Requests for Student Travel and Optional Student Travel beyond a 250-mile radius of Community High School must be submitted for approval not less than ninety (90) days before the trip is scheduled to begin.

Jan Walla 5/3/18
Teacher Signature Date

Dr. J. J. J. 5/3/18
Teacher Signature Date

Isaiah Williams 5/11/18
Division Head Signature Date

Donna King 5/3/18
Principal Signature Date

[Signature] 5/3/18
324 Superintendent Signature Date

RESOLUTION

2018 Delegate Assembly

Rec'd _____, 2018
Resolution No. 01 _____
Notified _____, 2018

INSTRUCTIONS:

1. Use a separate form for each resolution or amendment.
2. Submit a typed, original copy of the completed form to:

**IASB RESOLUTIONS COMMITTEE -OR-
Ben Schwarm
2921 Baker Drive
Springfield, Illinois 62703-5929**

Submit online: Save a copy of this completed resolutions form for your files, be sure that all required fields are completed, attach the document to an email, and send to mbuch@iasb.com

Note: Some browser settings may automatically open the file within the internet browser itself. If this occurs, locate the file (resolutions.pdf) in the downloads folder and open it in Adobe Acrobat before completing the required information.

Emailed resolutions must be received by: **Wednesday, June 20, 2018**

3. Include the name, address and day telephone of a board member to be contacted regarding the resolution.
4. Retain a file copy.
5. Submit any additional supportive material as an attachment. Do not use the back of this form. Attach additional pages if necessary.

District Name Community High School District 94 District Number 94

Board Member Contact Rich Nagel Telephone 630-862-8526

email address rnagel@d94.org

Mailing Address 1N550 Ingaltion City West Chicago Zip 60185

Superintendent Douglas Domeracki Telephone 630-876-6210

email address ddomeracki@d94.org

District Address 157 W Washington St City West Chicago Zip 60185

Check one: New Resolution Amendment to a Position Statement Reaffirmation Belief Statement

Statement of Resolution:

Be it resolved that the Illinois Association of School Boards shall:

Statement of Rationale:

Approved by vote of the Board of Education on _____, 2018

Signed (Board President or Secretary) _____

Recommend to the legislature that a bill be passed that allows districts to borrow or otherwise obtain money without referendum for the sole and specific purpose of purchasing and installing energy saving equipment relating to utility usage (water, gas and electricity).

Rationale: Much progress has been made recently in the development and cost reduction of energy saving technologies. Some local power companies are offering rebates, incentives or grants to cover the partial purchase and installation costs of these products, but not fully covering the costs. It is well known that the utilization of these products reduce overall energy costs in the long run and contribute to an overall improvement in environmental stewardship. Some districts may be caught between the desire to improve their cost effective use of energy resources and the monetary resources to do that. Some businesses have started to provide "performance financing" programs, but while they allow districts to reduce energy cost, they also siphon the savings from the districts as part of their business model. It is a shame that districts that wish to be environmentally prudent and responsible cannot keep the benefits in their districts to benefit the students and the community. A carefully crafted plan that would require very specific use of the money with reasonable ROI would benefit all involved, the districts, the utilities and the environment. The cost would be returned to the taxpayers many times over in savings. There is no reason that a business sector should profit off this opportunity by fronting money to taxing districts.

Memo

To: Mr. Dave Blatchley, Director of Business Services

From: Dr. Danielle Welch, Director of Special Education

Date: May 8th, 2018

Re: Edgenuity 3-year Contract

For the past three years, the district utilized *Edgenuity/MyPath Reading&Math* online programming as an academic pathway for special education students to partake in credit recovery courses. This allowed more special education students to be academically engaged in school as seen in earning credits towards high school graduation. The special education department offers several sections of credit recovery during the school year and summer for students to have opportunity to grow in credit attainment.

Edgenuity/My Path Reading & Math offers online curriculum, test readiness and intervention solutions. The programming offers 9-12th grade English/Language Arts, Math, Science, Social Studies World Language and elective courses. These courses align to the rigorous common core and state standards while satisfying state and district graduation requirements. The *MyPath Reading & Math* provides differentiated intervention in the areas of reading and math. This builds special education students content knowledge and provides systematic intervention in academic areas. In addition to using *Edgenuity, My Path Reading & Math* are used to provide students credit recovery options.

Enclosed is the three-year contract renewal for *Edgenuity/My Path Reading&Math*. The total 3-year contract is \$46, 985.00 which in the past, the Special Education Department paid in 3 installments of \$15,661.67 from the IDEA grant.



Price Quote for Services

COMMUNITY HIGH SCHOOL DISTRICT 94

WEST CHICAGO IL

Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
877-725-4257

Date 8/3/2015
Quote # 16805
Vendor #

| Payment Schedule | Contract Start Date | Contract End Date |
|--------------------------|---------------------|-------------------|
| Equal payments Years 1-3 | 7/31/2018 | 7/30/2021 |

| Site Name | QTY | Description | Item Comments |
|-----------------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| COMMUNITY HIGH SCHOOL | 20 | Digital Libraries 6-12 Comprehensive (except Sophia Dual Credit and eDynamic courses) Content Concurrent User- 30 courses three year licenses (\$475 per license per year) | |
| COMMUNITY HIGH SCHOOL | 1 | MyPath Reading and Math Site License for Under 200 Users | |
| COMMUNITY HIGH SCHOOL | 1 | Professional Development Webinar Training | |

Total \$46,985.00

It's been a pleasure working with you!

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

If this Quote includes any Sophia® Learning Inc. courses for purchase, the following language applies to any such purchase (and this language is also found in the above linked Terms and Conditions): "Use of any Sophia course is prohibited for all students under the age of 13 years."

Customer _____

Signature _____

Print Name _____

Title _____

Edgenuity Inc. Representative
Jordan Wolf
jordan.wolf@edgenuity.com
877-725-4257 ext. 1272

Not valid unless accompanied by a purchase order.

Please specify a shipping address if applicable.

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Please e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.