



**Board of Education - Special Meeting  
Board Room  
1936 Green Bay Rd.  
Highland Park, IL 60035**

**Tuesday, April 11, 2023 6:00 PM**

**Agenda**

**Mission Statement**

*The mission of North Shore School District 112, a community partnership committed to a world-class education, is to nurture every child to become an inspired learner, a well-rounded individual and contributing member of a global community by striving for excellence within an environment that fosters innovation, respect, engagement and intellectual inquiry*

***LIVE STREAMING - To watch the live stream or the recorded Board Meeting, please visit our Vimeo page at <https://vimeo.com/user133899354>***

1. Call to Order/Roll Call (6:00 pm)
2. Approval of Agenda
3. Pledge of Allegiance
4. Adjourn to Closed Session
  - a. Discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Act.5 ILCS 120/2 (c)(1)
5. Reconvene to Open Session (6:30 p.m.)
6. Public Comments Related to Matters on the Agenda (Policy 2:230) The Board welcomes comments and questions and gives them serious consideration. The first community participation is solely for comments about matters on this agenda.
7. Action Items
  - a. Approve Administrator Contract Recommendations
    - i. Director of Communications & Community Relations
    - ii. Associate Principal for Edgewood Middle School (KW)
    - iii. Associate Principal for Edgewood Middle School (JW)
    - iv. Associate Principal for Northwood Middle School (NB)
  - b. Approve Lease for 1495 Old Deerfield Rd.
  - c. Approve Agreement with Graves Design Group for Architectural Services on Oak

Terrace Elementary School Early Childhood Center Remodel Project

- d. Approve Agreement with Happ Builders, Inc. for Construction Management Services on Oak Terrace Elementary School Early Childhood Center Remodel Project
  - e. Bill List
  - f. Personnel Recommendations
  - g. Approve Bid Award Asbestos Removal at Ravinia & Indian Trail Elementary Schools
  - h. Approve Resolution 230411 Dismissal Of Educational Support Personnel Employee for Reasons Other Than Reduction-In-Force
8. Information Items
- a. Presentation-DMGroup Breakthrough Teams - Results 2021-2022, Experiences 2022-2023
9. Public Comments
10. Board/Superintendent Other
11. Closed Session (Policy 2:200)
- a. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Act.5 ILCS 120/2 (c)(1)
  - b. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2)
  - c. Litigation when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS 120/2(c)(11).
12. Adjournment



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# NORTH SHORE

SCHOOL DISTRICT 112

Date: April 11, 2023  
To: Members of the Board of Education  
From: Dr. Michael Lubefeld, Superintendent of Schools  
Subject: Admin. Contract Recommendations - Benjamin Finfer as Director of Communications & Community Relations

Policy Alignment: Policy 3:50 Admin. Personnel Other Than the Superintendent

Disposition: Action

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### **Executive Summary:**

A search was conducted to find a new Director of Communications & Community Relations due to the resignation of Mr. Nicholas Glenn. I am pleased to recommend Mr. Benjamin Finfer for this post. He is currently the Communications Specialist in River Trails School District 26 in Mt. Prospect, IL. He has experience in school and private-sector public relations, sports media, and general leadership. His experiences and his passion/drive for communications suit him for the varied needs in District 112.

Ben studied Broadcast Journalism at the University of Illinois at Champaign-Urbana, and he has a passion to integrate his public relations and writing skills with the promotion of public education and community relations. Mr. Finfer will start in our district on June 12, 2023.

### **Recommendation:**

Roll call vote to approve the employment contract for ***Benjamin Finfer*** as Director of Communications & Community Relations effective June 12, 2023 through June 30, 2024, as presented.



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# NORTH SHORE

SCHOOL DISTRICT 112

Date: April 11, 2023  
To: Members of the Board of Education  
From: Dr. Michael Lubefeld, Superintendent of Schools  
Subject: Admin. Contract Recommendations - Two Associate Principals for Edgewood, Jaclyn Wagner and Keri Williams

Policy Alignment: Policy 3:50 Admin. Personnel Other Than the Superintendent

Disposition: Action

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### Executive Summary:

A search was conducted to find two Associate Principals for Edgewood Middle School, effective July 1, 2023. One vacancy was created after the current Associate Principal, Mr. Kotvis was appointed as Principal, effective July 1, 2023 and a new additional associate principal position is being added to provide extra support to the students and staff at Edgewood.

After a rigorous search process, I am pleased to recommend that Jaclyn Wagner and Keri Malow-Williams each be appointed as Associate Principals for Edgewood Middle School, effective July 1, 2023.

- Ms. Wagner currently serves as an instructional coach in Hawthorn School District 73 in Vernon Hills, IL and has experience as a language arts, social studies, and EL Teacher. She holds a Masters of Arts degree in Principal Preparation from Concordia University as well as a Bachelors of Science degree in Secondary Education with a minor in Spanish from Indiana University.
- Ms. Malow-Williams currently serves as an Assistant Principal for Student Services in Mt. Prospect School District 57, and has experience as an instructional coach and middle school teacher. She holds a Masters degree in Principal Preparation from Concordia University, a Masters of Arts degree in Elementary Education with an EL endorsement from National Louis University, and a Bachelor of Arts degree in Psychology from the University of Arkansas at Fayetteville.

### Recommendation:

Roll call vote to approve the employment contracts for **Jaclyn Wagner & Keri Malow-Williams** as Associate Principals for Edgewood effective July 1, 2023 through June 30, 2024, as presented.



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# NORTH SHORE

SCHOOL DISTRICT 112

Date: April 11, 2023  
To: Members of the Board of Education  
From: Dr. Michael Lubefeld, Superintendent of Schools  
Subject: Admin. Contract Recommendations - Two Associate Principals for Edgewood, Jaclyn Wagner and Keri Williams

Policy Alignment: Policy 3:50 Admin. Personnel Other Than the Superintendent

Disposition: Action

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### Executive Summary:

A search was conducted to find two Associate Principals for Edgewood Middle School, effective July 1, 2023. One vacancy was created after the current Associate Principal, Mr. Kotvis was appointed as Principal, effective July 1, 2023 and a new additional associate principal position is being added to provide extra support to the students and staff at Edgewood.

After a rigorous search process, I am pleased to recommend that Jaclyn Wagner and Keri Malow-Williams each be appointed as Associate Principals for Edgewood Middle School, effective July 1, 2023.

- Ms. Wagner currently serves as an instructional coach in Hawthorn School District 73 in Vernon Hills, IL and has experience as a language arts, social studies, and EL Teacher. She holds a Masters of Arts degree in Principal Preparation from Concordia University as well as a Bachelors of Science degree in Secondary Education with a minor in Spanish from Indiana University.
- Ms. Malow-Williams currently serves as an Assistant Principal for Student Services in Mt. Prospect School District 57, and has experience as an instructional coach and middle school teacher. She holds a Masters degree in Principal Preparation from Concordia University, a Masters of Arts degree in Elementary Education with an EL endorsement from National Louis University, and a Bachelor of Arts degree in Psychology from the University of Arkansas at Fayetteville.

### Recommendation:

Roll call vote to approve the employment contracts for **Jaclyn Wagner & Keri Malow-Williams** as Associate Principals for Edgewood effective July 1, 2023 through June 30, 2024, as presented.



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# NORTH SHORE

SCHOOL DISTRICT 112

Date: April 11, 2023  
To: Members of the Board of Education  
From: Dr. Michael Lubelfeld, Superintendent of Schools  
Subject: Admin. Contract Recommendation - Associate Principal for Northwood Middle School, Nicole Barba

Policy Alignment: Policy 3:50 Admin. Personnel Other Than the Superintendent

Disposition: Action

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### **Executive Summary:**

A search was conducted to fill the Associate Principal vacancy at Northwood Middle School that was created after the current Associate Principal, Mr. Kaplan was appointed as Principal, effective July 1, 2023. After an interview process, I am recommending that Nicole Barba be appointed as Associate Principal for Northwood Middle School, effective July 1, 2023.

Ms. Barba currently serves as a language development coach in Kildeer Countryside District 96 where she works to support middle school English Language Learners. She has experience as a middle school science teacher and elementary classroom teacher. She holds a Master of Arts degree in Instructional Leadership from Roosevelt University, a Master of Education degree in English as a Second Language from Northern Illinois University, and a Bachelor of Science degree in Elementary Education from Illinois State University.

I believe Ms. Barba will be a great addition to the Northwood leadership team and will help support the diverse needs of all students and staff.

### **Recommendation:**

Roll call vote to approve the employment contracts for **Nicole Barba** as Associate Principal for Northwood effective July 1, 2023 through June 30, 2024, as presented.



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**NORTH SHORE**  
SCHOOL DISTRICT 112

Date: April 11, 2023

To: Dr. Michael Lubelfeld, Superintendent of Schools  
Members of the Board of Education

From: Jeremy Davis, Assistant Superintendent for Finance and Operations

Subject: Old Deerfield Road Lease for Center for Operations and Transportation

Policy Alignment: 4:60 Purchases and Contracts

Disposition: Action

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Executive Summary:

Currently, North Shore School District 112 utilizes the site of the former Lincoln Elementary School at 711 Lincoln Avenue West in Highland Park as its Center for Operations and Transportation. However, 711 Lincoln Avenue West is an old building, and parts of the former school need heavy renovations to avoid becoming obsolete.

At this point, the administration believes it to be in the best interest of the District to vacate 711 Lincoln Avenue West and sell it. In order to vacate 711 Lincoln Avenue West, the District first needed to find a location to house its Center for Operations and Transportation. We now have located a suitable site at 1495 Old Deerfield Road.

Attached, you will find a lease document for 1495 Deerfield Road. It has been reviewed by our attorneys. The lease term is for 3 years, and we anticipate monthly costs to be approximately \$10,000 per month. We believe that the location will be optimal for the District to use as its Center for Operations and Transportation. It has adequate parking, and plenty of space for offices. Additionally, after we sell the 711 Lincoln Avenue West property, if sold to a non-governmental organization, we will receive property tax revenue from the new owners.

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Recommendation: Action

Roll call vote to approve the lease for 1495 Old Deerfield Road in Highland Park as presented.

## COMMERCIAL LEASE

THIS COMMERCIAL LEASE is made and entered into by and between 1495 Building LLC, an Illinois limited liability company (“**Landlord**”) and the Board of Education of North Shore School District 112, an Illinois public school district (the “**Tenant**”), as of April 12, 2023.

### **ARTICLE 1 DEFINED TERMS**

In addition to the other definitions appearing in the text of this Commercial Lease (the “**Lease**”), the following terms have the respective meanings set forth next to each such term:

- 1.01 **Commencement Date:** April 12, 2023
- 1.02 **Expiration Date:** April 12, 2026
- 1.03 **Extension Terms:** One (1) additional three (3) year term as set forth in Paragraph 2.03.
- 1.03 **Landlord:** 1495 Building LLC, an Illinois limited liability company
- 1.04 **Landlord’s Address:** 1300 Old Skokie Road, Highland Park, Illinois 60035
- 1.05 **Base Rent:** The monthly base rent shall be five thousand five hundred and 00/100 dollars (\$5,500.00) per month. Taxes and Operating Expenses are not included in the Base Rent.
- 1.06 **Permitted Use:** General office, storage, and other uses related thereto, including parking maintenance vehicles.
- 1.07 **Possession:** Upon execution.
- 1.08 **Premises:** 1495 Old Deerfield Road, Highland Park, Illinois, 60035, including the entire building located on the property as well as the parking lot and grounds adjacent thereto.
- 1.09 **Security Deposit:** \$5,500.00
- 1.10 **Tenant:** Board of Education of North Shore School District 112, an Illinois public school district
- 1.11 **Tenant’s Address:** 445 Sheridan Road, Highwood, Illinois 60040; Attention: Mike Lubefeld, mlubefeld@nssd112.org

**ARTICLE 2  
GRANT AND TERM**

2.01 Grant. In consideration of the rents herein agreed to be paid and of the covenants and agreements herein made by the respective parties hereto, Landlord demises and leases to Tenant and Tenant hereby leases from Landlord the Premises, upon the terms and conditions herein provided, subject to the terms and conditions of this Lease.

2.02 Term. Subject to the terms, covenants, and agreements contained herein, including Tenant's Extension Option to extend the Term for up to one (1) Extension Term, as discussed in Section 2.03, below, Tenant shall have and hold the Premises for a term (the "**Term**") commencing on the Commencement Date and ending on the Expiration Date or such earlier date as this Lease may be terminated pursuant to the terms and conditions hereof.

2.03 Option to Extend Term. Subject to the terms, covenants, and agreements contained herein, Tenant, provided Tenant is not in default either at the time Tenant exercises the Extension Option or at the commencement of the Extension Term, shall have the right (the "**Extension Option**"), upon written notice delivered to Landlord no later than one hundred twenty (120) days prior to the expiration of the Term, to extend the Term for one (1) additional three (3) year period (such period being an "**Extension Term**"). If Tenant timely exercises the Extension Option, then the Base Rent for the Extension Term shall increase annually, on the anniversary of the Commencement Date, by one hundred twenty-five and 00/100 dollars (\$125.00) per month.

**ARTICLE 3  
RENT, TAXES, AND UTILITIES**

3.01 Rent. Tenant shall pay to Landlord the Base Rent on the first day of each month of the Term or Extension Term. If the Term or Extension Term commences on a day other than the first day of the month, or ends on a day other than the last day of a month, Tenant shall pay rent for the fractional month on a per diem basis. All amounts due herein, including Base Rent, Additional Rent, and all other sums payable by Tenant to Landlord under this Lease, shall be referred to herein as "**Rent**." If Tenant fails to pay Rent when due, and such failure continues for ten (10) business days after the date when due, Landlord may declare a default under this Lease without necessity of providing tenant with a Notice of Default.

3.02 Utility Charges. Tenant shall be solely responsible for and shall pay when due, all charges for heat, light, water, sewer, gas, telephone, internet access, electricity, or any other utility services used or consumed in the Premises, including payment for meters, submeters, meter installation, deposits, service connections, and service charges. All such services shall be billed to and paid by Tenant directly from the utility provider. Notwithstanding the foregoing, to the best of Landlord's knowledge, Landlord represents and warrants to Tenant that all such utilities are currently connected to the Premises and available without any further connection or "hook up" fees.

3.03 Method of Payment; Past Due Rents. All Rent shall be paid to the order of Landlord at the Landlord's Address, or at such other place or to such other person as Landlord may from time to time direct in writing, or as is otherwise provided herein, in lawful money of the United States of America. If Tenant fails to make any such payment when due, and such failure continues for ten (10) business days after the same becomes due, then in addition to all rights, powers, and remedies provided herein, by law or otherwise in the case of nonpayment of rent, Landlord shall be entitled to recover from Tenant and Tenant agrees to pay to Landlord, on demand, a late payment charge equal to the sum of two hundred dollars (\$200). In the event that Tenant remains delinquent for more than forty-five (45) days, Tenant also agrees to pay to Landlord, as Additional Rent, interest at the rate of eight percent (8%) per annum (or the highest rate permitted by law if such rate is lower than eight percent (8%) per annum) on all overdue installments of Rent until paid.

3.04 Taxes and Operating Expenses. Tenant shall pay all Taxes and Operating Expenses (as hereinafter defined) during each calendar year during the Term, as follows:

(a) It is understood that the Base Rent does not include the cost of Taxes on the Premises or the Landlord's cost of operating and maintaining the Premises. Therefore, in order that the rent payable under this Lease include any such costs, Tenant agrees to pay as "Additional Rent", for each calendar year during the Term, including any extensions or renewals thereof, Tenant's proportionate share (determined below) of (a) Taxes (defined below) and (b) Operating Expenses (defined below), in either case paid by Landlord on account of the ownership, management, operation, or maintenance of the Premises during each calendar year of the Term. For each calendar year (or portion thereof), Tenant shall pay to Landlord the amount of Taxes and Operating Expenses paid by Landlord during the applicable calendar year as Additional Rent. For purposes of clarification, the parties acknowledge that the real estate taxes paid during 2023 are for the taxes assessed for ownership of the Premises during the 2022 calendar year (such amount being paid in arrears), and the parties agree that they intend for such real estate taxes paid during 2023 to be included in the Additional Rent charged to the Tenant for 2023. The parties likewise agree that the prior year real estate taxes shall be used in determining the Additional Rent due Landlord during the final year of Lease Term, including any extensions or renewals thereof.

(b) Tenant shall pay to Landlord, on the first day of each month during the Term, one-twelfth of the prior year's annual Taxes and Operating Expenses as an estimated payment on account of Additional Rent for the current year. As soon as practicable after January 1 in each year during the Term of this Lease and in the year next following the year in which this Lease terminates, Landlord shall deliver to Tenant a statement setting forth the Additional Rent due for the immediately preceding calendar year. In accordance with the timelines provided in the *Local Government Prompt Payment Act*, Tenant shall pay any Additional Rent to Landlord less the amount of all estimated payments on account of Additional Rent paid by Tenant during the preceding calendar year. If the estimated payments made by Tenant in the immediately preceding calendar year exceed the Additional Rent actually due for the preceding calendar year, Landlord

shall refund to Tenant any excess amount within forty-five (45) days after delivery of Landlord's statement.

(c) "Operating Expenses" means (a) all costs of ownership, management, operation, and maintenance of the Premises, as determined by standard accounting principles, and shall include the following by way of illustration and not limitation: heat, water, electricity, and other utility charges (to the extent such utility charges are not metered and billed directly to Tenant); commercially reasonable insurance premiums carried on the Premises by Landlord; licenses, permit, and inspection fees; and the cost of all labor, contracted or otherwise, materials, and other services paid or incurred by Landlord in the operation and maintenance of the Premises during the Lease Term. "Operating Expenses" shall not include (a) capital expenditures, which shall be Landlord's sole cost and expense without pass-through of any sort; (b) the cost of repairs, restoration or other work occasioned by fire, windstorm or other insured casualty other than the amount of any deductible under any insurance policy (regardless whether the deductible is payable by Landlord in connection with a capital expenditure); (c) legal expenses incident to Landlord's enforcement of any lease; (d) interest or principal payments on any mortgage or other indebtedness of Landlord; (e) allowance or expense for depreciation or amortization; or (f) Landlord's reimbursable expenditures, which for purposes of this Lease shall be any expense for which Landlord is reimbursed by a tenant of the property or other third party.

(d) "Taxes" means and includes all taxes, assessments and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, on all land, buildings and improvements (including the Premises), including, but not limited to, assessments for public improvements or benefits and all rental or rental use taxes related to the Premises assessed by any governmental authority whether measured by Tenant's gross rental payments or otherwise, which shall during the Term hereby demised be laid, assessed, levied, imposed upon or become due and payable and a lien upon the Premises or any part thereof. Should the State of Illinois, or any political subdivision of that state or any other governmental authority having jurisdiction over the Premises, (a) impose a tax, assessment, charge, or fee or increase a then-existing tax, assessment, charge, or fee, that Landlord shall be required to pay, either by way of substitution for real estate taxes and ad valorem personal property taxes or in addition to real estate taxes and ad valorem personal property taxes; or (b) impose an income or franchise tax or a tax on rents in substitution for or as a supplement to a tax levied against the Premises or the personal property used in connection therewith, all such taxes, assessments, fees, or charges (Alternate Taxes) shall be deemed to constitute "Taxes" under this Lease. "Taxes" shall also include all installments of real estate taxes and special assessments that are required to be paid during any year of the Term and all fees and costs, including attorneys' fees and expenses, incurred by Landlord in seeking to obtain a reduction of or a limitation on the increase in any taxes, regardless of whether any reduction or limitation is obtained. "Taxes" shall not include any inheritance, estate, succession, transfer, gift, franchise, net income, or capital stock tax imposed on or assessed against Landlord.

3.06 Expenses. Subject to the exclusions from Operating Expenses discussed above and Landlord's maintenance obligations in Section 9.02, Tenant covenants to pay and discharge when the same shall become due any fees or expenses related to the maintenance and use of the Premises as outlined herein, including all common area maintenance, utilities, landscaping, and snow plowing expenses, property insurance, and fees for janitorial services. If Tenant fails to make timely payment of any such fees or expenses related to the maintenance and use of the Premises, then Landlord may pay any such amount on behalf of Tenant and assess the amount so paid as Additional Rent by delivering notice to Tenant of the amount so advanced and paid by Landlord. In such event, the amount paid by Landlord shall be immediately due and payable by Tenant as Additional Rent. Each of Tenant's failure to (i) pay any such fees or expenses when due and (ii) Tenant's failure to pay any amount paid by Landlord on Tenant's behalf if such failure continues for more than forty-five (45) days after receiving notice from Landlord of payment by Landlord shall be an event of default under this Lease.

3.07 Additional Rent. Tenant covenants to pay and discharge when the same shall become due, as "Additional Rent," all amounts, liabilities, and obligations which Tenant has assumed or agreed to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may be added for nonpayment or late payment thereof.

#### **ARTICLE 4 CONDITION OF PREMISES**

Tenant acknowledges that (a) the Premises are in satisfactory condition and that Landlord has no further obligation to improve or repair the Premises, and (b) it is Tenant's obligation under this Lease to keep the Premises in good condition and repair, at Tenant's expense, except for any repairs that are the duty and obligation of Landlord under this Lease.

#### **ARTICLE 5 USE OF PREMISES**

5.01 Use. The Premises shall be occupied and used only for the Permitted Use and for no other purpose unless Landlord, in its sole discretion, consents to a change in such use. Tenant agrees to perform, fully obey, and comply with all ordinances, rules, regulations, and laws of all governmental authorities, boards, and officers relating to the use of the Premises.

5.02 Operation. Tenant agrees to conduct Tenant's business in a first-class, high-grade manner consistent with reputable standards and practices and in such manner that the reputation of the Premises is furthered.

5.03 Occupancy Services. Notwithstanding anything to the contrary contained herein, Tenant shall provide, at Tenant's sole cost and expense, all occupancy services for the Premises including landscaping, snow plowing, scavenger service (garbage and recycling), window washing service, and interior janitorial services. Landlord has no obligation to provide any such services to Tenant.

**ARTICLE 6**  
**QUIET ENJOYMENT AND LANDLORD'S RIGHT OF ENTRY**

6.01 Quiet Enjoyment. If and so long as Tenant shall pay the Rent specified herein and observe and perform all covenants, agreements, and obligations required by it to be observed and performed hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, or Extension Term, as the case may be, without hindrance or interruption by Landlord, subject, nevertheless, to the terms and conditions of this Lease and the mortgages and other matters to which this Lease is or may become subordinate.

6.02 Reserved Rights of Landlord. Landlord expressly reserves the right as to the Premises at any time to do, or permit to be done, any or all of the following: change the number of buildings and structures; change any name of the Premises; change the address or designation of the Premises; and change the means of access to and egress from the Premises, provided such changes do not interfere with Tenant's business operations or Tenant's ability to access the Premises.

6.03 Right of Entry. Tenant agrees that Landlord, its agents, employees, or servants, or any person authorized by Landlord, may, upon reasonable notice of not less than twenty-four (24) hours, except in the case of emergency, enter the Premises for the purpose of inspecting the condition of the same and to make such repairs, additions, improvements, changes, or alterations to the Premises or the building of which they are a part as Landlord may elect to make, and to exhibit the same to prospective purchasers, mortgagees, and tenants of the Premises. Such entry, inspection, and repairs, additions, improvements, changes, or alterations as Landlord may make of or to the Premises or the building of which the Premises are a part shall not constitute eviction of Tenant in whole or in part, and the Rent reserved shall not abate while such work is being done by reason of loss or interruption of business of Tenant or otherwise. If Tenant or Tenant's agents or employees shall not be present to permit entry into the Premises at any time when for any reason entry therein shall be necessary in the reasonable judgment of Landlord to prevent injury or damage, Landlord or Landlord's agents or employees may enter same, without notice, by master key without liability therefor and without in any manner affecting the obligations, covenants, terms, or conditions of this Lease.

Notwithstanding any right of entry or access under this Lease, Landlord acknowledges that Tenant may store confidential, sensitive records at the Premises. As such, Landlord may not access any records of Tenant, except to the extent it is required to do so prevent imminent damage to persons or property in an emergency.

**ARTICLE 7**  
**NUISANCE AND WASTE; RULES AND REGULATIONS**

7.01 Nuisance and Waste. Tenant shall not perform any acts or carry on any practices which may injure the Premises, violate any certificate of occupancy affecting same, constitute a public or private nuisance or a menace to other tenants in or near the Premises, produce undue noise, create obnoxious fumes or odors, or otherwise cause unreasonable

interference with other tenants of or near the Premises. In addition, notwithstanding the provisions of the Section of this Lease entitled "Use", Tenant shall not (a) permit any unlawful or immoral practice to be carried on or committed in the Premises; (b) make any use of or allow the Premises to be used for any purpose that might invalidate or increase the rate of insurance thereof; (c) keep or use, or permit to be kept or used, in the Premises any flammable fluids or explosives; (d) deface or injure the Premises; (e) overload the floors, walls, or ceilings of the Premises; or (f) commit or suffer any waste in or about the Premises.

7.02 Rules and Regulations. Tenant covenants and agrees with Landlord that:

(a) All garbage and refuse shall be kept in appropriate containers and shall be placed outside of the Premises, prepared for collection. Tenant shall pay the cost of removal of all of Tenant's refuse or rubbish. Tenant, at Tenant's expense, shall be responsible for the proper handling, storage, and removal of waste generated in the Premises. Tenant's failure to properly dispose of waste, or failure to comply with any Environmental Laws, regulations, and ordinances, shall be deemed a default hereunder. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

(b) No aerial antenna or satellite system shall be erected on the roof or exterior walls of the Premises, without in each instance the written consent of Landlord. Any aerial antenna so installed, without such written consent, shall be subject to removal without notice at any time. Tenant shall not affix or attach any other item to the roof, exterior walls, parking lot or landscaped area of the Premises without, in each instance, the written consent of Landlord.

(c) The areas adjoining the Premises (including the walk-ways to and from the Premises) shall be kept clean and free from snow, ice, dirt, and rubbish by Tenant to the reasonable satisfaction of Landlord, and Tenant shall not place or permit any obstructions in such areas or store any matter in such areas or other unauthorized areas of the Premises.

## **ARTICLE 8 COMPLIANCE WITH LAW; LIENS; INDEMNITY**

8.01 Compliance with Law and Contracts. Tenant shall, at its expense, comply with and cause the Premises to comply with all governmental statutes, laws, rules, orders, regulations, and ordinances affecting the Premises or any part thereof, or the use thereof, at any time during the Term, or Extension Term, as the case may be. Tenant shall, at its expense, comply with the requirements of all policies of insurance which at any time may be in force with respect to the Premises, and with the provisions of all contracts, agreements, and restrictions of which Tenant has notice affecting the Premises or any part thereof or the occupancy or use thereof.

8.02 Title and Covenant Against Liens. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Premises or against Tenant's leasehold interest in the Premises arising from labor, material, service, or equipment ordered or authorized by Tenant or its agents and employees, and, in case of any such lien

attaching, to pay and remove same within thirty (30) days of the lien attaching to the Premises. Provided, however, that Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law, or otherwise, to attach to or be placed upon the Premises, and any and all liens and encumbrances created by Tenant shall attach only to Tenant's interest in the Premises. If Tenant, in contravention of this Section, allows or causes any lien of mechanics or materialmen to be placed upon or against the Premises or against Tenant's leasehold interest therein, and fails to promptly cure such by obtaining the release of any such liens, Landlord may obtain the release of any such liens, and in such event all of Landlord's expenses in obtaining such release, including reasonable attorney's fees, shall become Additional Rent payable by Tenant immediately upon written notice thereof by Landlord.

8.03 Indemnification. Tenant hereby indemnifies Landlord for any bodily injury or property damage of any third parties by reason of Tenant's negligence, and the negligence of its employees, agents, servants, or contractors, in its use or occupancy of the Premises. Landlord hereby indemnifies Tenant for any bodily injury or property damage of any third parties by reason of Landlord's negligence and the negligence of its employees, agents, servants, or contractors, in its maintenance, use, or occupancy of the Premises. However, neither party shall be responsible for the payment of the other party's attorney's fees arising out of the enforcement of this indemnification unless awarded by a court of competent jurisdiction. The obligations under this Section 8.03 survive any termination or expiration of this Lease.

## **ARTICLE 9 MAINTENANCE AND REPAIR OF PREMISES**

9.01 Maintenance by Tenant. Tenant shall at all times maintain the entire Premises (including maintenance of landscaping, exterior entrances, all glass and window moldings, and any normal wear and tear of the parking lot) and all floors, ceilings, interior walls, partitions, doors, fixtures, equipment, and appurtenances thereof (including lighting, plumbing fixtures, heating, air conditioning, ventilating, electrical, and fire protection systems serving the Premises, and including space around ducts, pipes, vents, or other parts of the heating, air conditioning, ventilating and plumbing systems which protrude through the roof of the Premises) in good order, appearance, condition, and repair, including all necessary replacements of any of said facilities. Tenant shall be responsible for performing HVAC preventive maintenance at least once every six (6) months, provided, however, that Tenant shall have no obligation to replace any HVAC equipment.

9.02 Maintenance by Landlord.

(a) Landlord covenants to maintain or cause to be maintained only the foundations, roof, and other structural elements of the Premises, and the structural soundness of the floors and exterior walls thereof in good order, repair, and condition, exclusive of any work required because of damage caused by any act, omission, or negligence of Tenant, any subtenant or their respective employees, agents, invitees, licensees, or contractors. Landlord covenants to repair defects (i.e., damage beyond normal wear and tear) to the

parking lot and landscaped areas, provided such defect is not caused by Tenant. Landlord shall not be required to commence any repair until fifteen (15) days after written notice from Tenant that the same is necessary, unless an immediate response is necessary to avoid serious damage to Tenant at which time Landlord shall commence work within forty-eight (48) hours after receiving written notice from Tenant. Landlord's obligation with respect to the roof shall include all required inspections, maintenance, patching, repairing any leaks, and replacing the roof at the end of its useful life.

(b) If Landlord is required to make repairs to the Premises by reason of Tenant's acts, omissions, or negligence, or if Tenant refuses or neglects to repair as required hereunder to the reasonable satisfaction of Landlord, Landlord may make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's personal property and fixtures, or to Tenant's business by reason thereof. Upon completion thereof, Tenant shall reimburse Landlord's costs for making such repairs upon presentation of a bill therefor, as Additional Rent.

(c) Landlord's failure to perform or observe any of its obligations under this Article 9 after a period of thirty (30) days or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure after receiving written notice from Tenant is a Landlord event of default. If Landlord commits a Landlord event of default, Tenant may, without further notice to Landlord, cure such default on Landlord's behalf and offset the cost of the same from Rent as Tenant's sole remedy.

## **ARTICLE 10 FIXTURES, SIGNS, AND ALTERATIONS**

10.01 Fixtures. All readily movable furnishings, fixtures, and equipment owned and used by Tenant in the Premises shall at all times during the Term be and remain the property of the Tenant. Upon expiration of this Lease, Tenant shall remove all such furnishings, fixtures, and equipment and restore the Premises as provided in Section 18.01, provided that Tenant shall not remove any equipment, conduits, and fixtures providing water, plumbing, electrical, heating, ventilation, air conditioning, lighting, and sewer service to the Premises, all of which, together with any other furnishings, fixtures, and equipment not removed by Tenant as provided above, shall become the property of Landlord upon expiration of the Term or termination of Tenant's right to possession of the Premises pursuant to Article 15.

10.02 Signs. Tenant shall have the right to place signs on the exterior and interior of the Premises, provided that the size, style, appearance, and location of all exterior signs and all interior signs visible from the exterior of the Premises (excluding the signage on the building's fascia) shall be subject to the approval of Landlord and the City of Highland Park, as necessary, prior to installation. Landlord shall have the right to remove any unapproved sign without notice to Tenant, and Tenant shall pay Landlord's cost of removal within thirty (30) days after demand. Tenant shall, at its own expense, maintain and keep in good repair its signs, and upon expiration or earlier termination of this Lease or Tenant's possession hereunder, shall remove all such signs and repair any damage caused thereby. All such permitted alterations, improvements, and changes in the Premises shall be at Tenant's expense and shall be performed in accordance with

plans approved by Landlord and shall comply with all insurance requirements and with applicable governmental laws, statutes, ordinances, rules, and regulations. All such alterations, improvements, and changes shall, upon termination of this Lease, become the property of the Landlord, unless otherwise agreed to in writing by the Landlord.

10.03 Alterations. Subject to Tenant's right to make non-structural and non-system related alterations and the alterations described in Section 10.04 below, Tenant shall not make any alterations, additions, improvements, or changes in the Premises without in each instance first obtaining the prior written consent of Landlord, except as specifically provided in this Lease. All such permitted alterations, improvements, and changes in the Premises shall be at Tenant's expense and shall be performed in accordance with plans approved by Landlord and shall comply with all insurance requirements and with applicable governmental laws, statutes, ordinances, rules, and regulations. All such alterations, improvements, and changes shall upon termination of this Lease, become the property of the Landlord, unless otherwise agreed to in writing by the Landlord.

10.04 Expansion of Parking Lot. Landlord hereby agrees that Tenant may expand the existing parking lot by adding up to ten (10) feet of additional pavement to the northeast end of the parking lot. Landlord also agrees that Tenant may move the existing fence as necessary to accomplish the parking lot expansion, subject to Landlord's prior written approval of Tenant's plans and drawings for the expansion of the parking lot and relocation of the fence, which approval will not be unreasonably withheld. Tenant shall pay all costs and shall obtain all permits required for such expansion. Landlord shall reasonably cooperate with Tenant's efforts to obtain any necessary permits. Tenant agrees to repair, or cause to be repaired, any damage to the Premises caused by such expansion at Tenant's sole expense. If Tenant fails to repair such damage within thirty (30) days of receiving written notice from Landlord, Landlord may, but shall not be obligated to, repair the damage and recover all costs and expenses incurred from Tenant as Additional Rent.

## **ARTICLE 11 CONDEMNATION**

11.01 Condemnation. If all or a substantial portion of the Premises shall be taken or condemned for any public or quasi-public use or purpose by any competent authority by the exercise of the right of eminent domain or by agreement or conveyance in lieu thereof, Landlord and Tenant shall each have the right to terminate this Lease upon notice to the other party within thirty (30) days after possession is taken by the authority. If this Lease is terminated pursuant to this Section, it shall terminate as of the date possession shall be so taken. If this Lease is not so terminated, it shall terminate only with respect to the parts of the Premises, if any, so taken as of the date possession shall be taken by such authority, and thereafter the Rent shall be reduced in direct proportion to the amount of leaseable space of the Premises taken, and Landlord agrees, at Landlord's cost and expense, as soon as reasonably practical to restore the remainder of the Premises to a complete unit of similar quality and character as existed prior to such taking (to the extent feasible); provided that Landlord shall not be required to expend more on such restoration than an amount equal to the condemnation award received by Landlord on account of such

taking (less all expenses, costs and legal fees incurred by Landlord in connection with such award).

11.02 Ownership of Award. As between Landlord and Tenant, all compensation, awards, and damages for any Condemnation of all or any part of the Premises, including all awards and damages as compensation for diminution in value of the leasehold, reversion, and fee of the Premises, and Tenant's improvements thereto, shall belong to the Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title, and interest to any such award. Notwithstanding the foregoing, Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemnor, and not from the Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business, relocation expenses, and for fixtures and improvements installed by Tenant at its expense.

## **ARTICLE 12 INSURANCE AND WAIVER OF CLAIMS**

12.01 Insurance to be Provided by Tenant. Tenant shall maintain throughout the Term, or the Extension Term, as the case may be, at its expense, insurance of the following character: (a) casualty insurance against loss or damage by fire and other risks from time to time included under "extended coverage" policies, in the amount of the full replacement cost of all Tenant's improvements thereto and all subsequent alterations, improvements, and changes to the Premises and all furniture, trade fixtures, equipment, merchandise, and all other items of Tenant's property on the Premises including builders risk coverage on any improvements under construction in the Premises; (b) comprehensive general public liability insurance (including contractual liability) against claims for bodily injury, death, or property damage occurring on, in, or about the Premises and the adjoining streets, sidewalks, and passageways, such insurance to afford protection of not less than one million dollars (\$1,000,000) single limit per occurrence and three million dollars (\$3,000,000) in the aggregate, provided that said limits of liability shall be increased at the direction of Landlord upon Landlord's advance notice of at least sixty (60) days if in Landlord's reasonable judgment increased limits are required to protect Landlord and Tenant against exposure for claims covered thereby; (c) workmen's compensation insurance in amounts required by applicable law or statute covering all persons employed in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against Landlord, Tenant or the Premises; (d) insurance against loss or damage to plate glass in or on the Premises; and (e) such other insurance on the Premises in such reasonable amounts and against such other insurable hazards which at the time are commonly obtained for property similar to the Premises in the general geographic area of the Premises, as requested by the Landlord.

12.02 General Tenant Insurance Requirements. Each policy of insurance referred to in Section 12.01 shall be written on an occurrence basis and shall be in form and substance and be issued by a company reasonably satisfactory to Landlord and shall name as the insured parties thereunder Landlord (including its agents, beneficiaries, and other parties designated by Landlord) and Tenant, as their interests may appear. On or prior to the Commencement Date, Tenant shall deliver to Landlord certificates of the insurers, evidencing all of the insurance which

is required to be maintained by Tenant hereunder together with evidence of the payment of all premiums therefor, and Tenant shall, upon request, deliver certificates of the insurers evidencing the renewal or replacement of such insurance together with evidence of the payment of all premiums therefor. Tenant's insurance requirements may be satisfied through a self-insured intergovernmental risk pool.

12.03 Waiver of Claims. To the extent permitted by law, Landlord shall not be liable to Tenant for any business interruption or any loss or damage to property or injury to or death of persons occurring in the Premises or in any manner growing out of or connected with Tenant's use and occupation of the Premises or the condition thereof, except to the extent required by Section 8.03.

### **ARTICLE 13 DAMAGE OR DESTRUCTION**

In the event that the Premises are totally or partially damaged or destroyed by fire or other casualty, the damaged or destroyed areas shall be repaired and rebuilt by Landlord at Landlord's expense; provided, however, if (a) such damage results from a cause not insured; (b) the cost of repair or restoration exceeds the amount of insurance proceeds received by Landlord and available for restoration of the Premises; or (c) fifty percent (50%) or more of the area of the Premises shall be damaged or destroyed by fire or other casualty, Landlord may elect to terminate this Lease upon giving notice of such election in writing to Tenant within sixty (60) days after the occurrence of the event causing the damage. If Landlord is required or elects to rebuild as herein provided, Landlord shall rebuild the damaged areas of the Premises with due diligence provided that Landlord shall have no responsibility to rebuild or restore Tenant's improvements or any portion of the Premises constructed by Tenant at its expense. If the casualty or the repairing or rebuilding shall render the Premises untenable in whole or in part, a proportionate abatement of the Rent shall be allowed from the date when the damage occurred until the date when the Premises have been restored by Landlord, said proportion to be computed on the basis that the area for the portion of the Premises rendered untenable and not occupied by Tenant bears to the aggregate area of the Premises. Notwithstanding the foregoing, Tenant shall have the right to terminate the lease by thirty (30) days' notice in the event that Landlord has not initiated repairs within ninety (90) days or completed repairs within one hundred eighty (180) days of damage occurrence.

### **ARTICLE 14 ASSIGNMENT, SUBLETTING AND ENCUMBRANCE**

14.01 Assignment and Subletting. Tenant shall not assign this Lease or any interest therein or sublet the Premises or any portion thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed by Landlord, and no permitted assignment or subletting shall relieve Tenant of Tenant's covenants and agreements hereunder. If Landlord provides its consent to an assignment of this Lease or any interest therein by the Tenant, no guarantor of the Lease shall be released from his or her guaranty until such time as Landlord provides its written consent of a replacement guarantor, which consent shall not be unreasonably withheld by Landlord.

Any profit resulting from the assignment or sublease of the Lease shall be divided equally between Landlord and Tenant.

The consent of Landlord to any one assignment or sublease pursuant hereto shall not be deemed to be a waiver of the provisions of this Section with respect to any subsequent assignment or sublease. Each such permitted sublease shall expressly be made subject to the provisions of this Lease. If Tenant assigns any of its rights and interests under this Lease, the assignee under such assignment shall expressly assume all of the obligations of Tenant hereunder in a written instrument satisfactory to Landlord at the time of such assignment. Any assignment or sublease made in violation of this Section shall be void.

14.02 Encumbrance. Neither this Lease nor any estate or interest granted herein shall be mortgaged, pledged, or encumbered by Tenant, nor shall Tenant mortgage, pledge, or encumber the interest of Tenant in and to any sublease of the Premises or the rentals payable thereunder, without the prior written consent of Landlord, which consent may be granted or withheld in the sole discretion of Landlord, and Tenant shall not allow or permit any transfer of this Lease or any interest hereunder by operation of law. Any such mortgage, pledge, encumbrance, or transfer made in violation of this Section shall be void.

## **ARTICLE 15 DEFAULT**

15.01 Events of Default. Any one or more of the following occurrences or acts shall constitute an event of default under this Lease if Tenant, at any time during the Term, or Extension Term, as the case may be, shall (a) fail to pay Rent when due, where such failure continues for more than ten (10) business days after the date when due, or (b) fail to cure, immediately after notice from Landlord, any hazardous condition which Tenant has created or suffered in violation of law or this Lease, or (c) fail to observe or perform any of the covenants in respect to assignment, subletting, and encumbrance set forth in Article 14 regardless of whether any such assignment, subletting, or encumbrance is void or voidable; or (d) fail to observe, perform, or cure a default under any other provision of this Lease for thirty (30) days after Landlord shall have delivered to Tenant written notice of such failure. If an event of default shall have occurred, Landlord may, by written notice to Tenant, either terminate this Lease or terminate Tenant's rights of possession of the Premises on a date specified in such notice. Immediately thereafter, Landlord may re-enter and repossess the Premises or any part thereof by force, summary proceedings, ejectment, or otherwise and the right to remove all persons and property therefrom. Landlord shall be under no liability for or by reason of any such entry, repossession, or removal. At any time or from time to time after the repossession of the Premises, Landlord may relet the Premises or any part thereof, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions (which may include concessions or free rent) and for such uses as Landlord may determine, and Landlord may collect and receive any rents payable by reason of such reletting. Landlord shall not be responsible or liable to Tenant for any failure to collect any rent due upon such reletting. The termination of this Lease, the repossession of the Premises, and the reletting

of the Premises shall not relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, repossession, or reletting.

15.02 Damages. Tenant expressly agrees and acknowledges that upon Landlord's termination of this Lease, the entire remaining balance of unpaid Rent for the remainder of the Lease will accelerate, whereby the entire sum will become immediately due, payable, and collectable. Further, in the event of the termination of this Lease or the repossession of the Premises by reason of the occurrence of an event of default, Tenant shall pay to Landlord the Rent and other sums which would be payable under this Lease by Tenant in the absence of such termination or repossession, less the net proceeds, if any, of any reletting, after deducting from such proceeds all of Landlord's expenses reasonably incurred in connection with such reletting (including all repossession costs, brokerage commissions, legal expenses, attorneys' fees, employee expenses, alteration costs, and expenses of preparation for such reletting). Tenant shall pay such damages on the days on which Rent would have been payable under this Lease in the absence of such expiration, termination, or repossession. In lieu of such damages, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the total amount of all unpaid monthly Rent payable under this Lease from the date of such expiration, termination, or repossession through the end of the term.

15.03 Rights Cumulative; Non-Waiver. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or relinquishment thereof for the future. The receipt by Landlord of any Rent or any other sum payable hereunder with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

15.04 Legal Expenses. In the event of litigation between the parties with respect to this Lease, the prevailing party shall be entitled to receive from the non-prevailing party its reasonable attorneys' fees and litigation expenses incurred or paid by it in connection therewith. Notwithstanding the foregoing, if Landlord shall, without fault on its part, be made a party to any litigation commenced against Tenant, Tenant shall pay as Additional Rent all costs and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. If Tenant shall, without fault on its part, be made a party to any litigation commenced against Landlord, Landlord shall pay all costs and reasonable attorneys' fees incurred or paid by Tenant in connection with such litigation.

15.05 Landlord's Right to Cure. Landlord may, but shall not be obligated to, cure any default by Tenant after complying with the notice provisions herein set forth, and whenever Landlord so elects, all costs and expenses paid or incurred by Landlord in curing such default,

including, reasonable attorneys' fees, shall be Additional Rent due with interest as provided in Article 3.

## **ARTICLE 16 BANKRUPTCY OR INSOLVENCY**

16.01 Nontransferability of Tenant's Interest and Estate. Neither Tenant's interest in this Lease nor any estate hereby created in Tenant shall pass to any trustee (except as may specifically be provided pursuant to the provisions of the Bankruptcy Code, 11. U.S.C. 101 et seq. ("the Bankruptcy Code")) or receiver or assignee for the benefit of creditors or otherwise by operation of law.

16.02 Termination of Lease. Except as otherwise required by the Bankruptcy Code, in the event the interest or estate created in Tenant hereby shall be taken in execution or by other process of law, if Tenant is adjudicated insolvent by a court of competent jurisdiction, or if a receiver or trustee of the property of Tenant shall be appointed by reason of the insolvency of Tenant or inability to pay its debts, or if any assignment shall be made of the property of Tenant for the benefit of creditors, then and in any such event, Tenant shall have committed an event of default and Landlord may terminate this Lease or terminate Tenant's right of possession as provided in Section 15.01.

16.03 Waiver of Default. No default of this Lease by Tenant, either prior to or subsequent to the filing of a petition under the Bankruptcy Code, shall be deemed to have been waived unless expressly done so in writing by Landlord.

16.04 Assumption of Lease. If Tenant or a trustee elects to assume this Lease subsequent to the filing of a petition under the Bankruptcy Code, Tenant, as debtor or as debtor in possession, and any trustee who may be appointed shall provide in connection therewith, as adequate assurance of Tenant's future performance, without limitation (a) the deposit of an additional sum equal to one (1) month's rent to be held (without any allowance for interest thereon) to secure Tenant's obligations under the Lease; and (b) the production to Landlord of written documentation establishing that Tenant has sufficient present and anticipated financial ability to perform each and every obligation of Tenant under this Lease; and (c) assurances, in form acceptable to Landlord, as to any matters identified by Landlord and listed in the Bankruptcy Code.

16.05 Assignments. If Tenant assumes or affirms this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code, then notice of such proposed assignment, setting forth (a) the name and address of such person, (b) all the terms and conditions of such offer, and (c) the adequate assurance to be provided Landlord to assure such person's future performance under the Lease, including any assurance referred to in the Bankruptcy Code, shall promptly be given to Landlord by Tenant, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed

all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

**ARTICLE 17**  
**ESTOPPEL CERTIFICATES; SUBORDINATION; MORTGAGEE PROTECTION**

17.01 Estoppel Certificates. Within fifteen (15) days after request therefor by Landlord, Tenant agrees to deliver a certificate in the form presented by Landlord to any proposed mortgagee or purchaser of the Premises, or to Landlord, certifying (if such be the case, or if not the case specifying with particularity any exception) to matters reasonably requested by Landlord, including the following: (a) that Tenant is in full and complete possession of the Premises, such possession having been delivered by Landlord and accepted by Tenant; (b) that any improvements required to be furnished by Landlord by the terms of this Lease have been completed in all respects to the satisfaction of Tenant; (c) that this Lease is in full force and effect and has not been amended, modified, supplemented, or superseded; (d) that there is no existing default on the part of Landlord in the performance of any covenant, agreement, or condition contained in this Lease to be performed by Landlord; (e) that Tenant does not have any actual or pending claim against Landlord; (f) the dates of commencement and termination of the Term; and (g) the date through which Rent and other charges hereunder have been paid.

17.02 Subordination/Superiority. The rights and interests of Tenant under this Lease shall be subject and subordinate to any mortgage or trust deed that may hereafter be placed upon the Premises, or any part thereof, and to any and all advances to be made thereunder and to the interest thereon and all renewals, amendments, modifications, replacements, and extensions thereof. Tenant shall, within ten (10) days following the request of Landlord or such secured party, execute and deliver whatever instruments may be reasonably required to further evidence or confirm the foregoing.

17.03 Mortgagee Protection. Tenant agrees to give any mortgagee of the Premises, by registered or certified mail, a copy of any notice of default served upon the Landlord by Tenant, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of rents and leases or otherwise) of the name and address of such mortgagee. Tenant further agrees that Tenant shall have no right to, and shall not, take any action with respect to this Lease adverse to the interests of Landlord or any such mortgagee on account of Landlord's default if Landlord or such mortgagee is diligently pursuing the remedies or steps necessary to cure or correct such default, including commencement of foreclosure proceedings if necessary to effect such a cure.

**ARTICLE 18**  
**SURRENDER AND HOLDOVER**

18.01 Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord broom-clean and otherwise in the condition in which the Premises are required to be maintained by the terms of this Lease. Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of

rent and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Premises. Tenant shall, at its expense, remove from the Premises on or prior to such expiration or earlier termination, all furnishings, fixtures, and equipment situated thereon (including all exterior and interior signs) which are not the property of Landlord as provided in Section 10.01, and Tenant shall, at its expense, on or prior to such expiration or earlier termination, repair any damage caused by such removal. Any property not so removed shall become the property of Landlord, and Landlord may thereafter cause such property to be removed from the Premises and disposed of at Tenant's expense.

18.02 Holdover. Should the Tenant or any party claiming under Tenant hold over in possession at the expiration of the Term, or Extension Term, as the case may be, by lapse of time or otherwise, such holding over shall not be deemed to extend the Term or renew this Lease, and such holding over shall be an unlawful detainer and such parties shall be subject to immediate eviction and removal. Tenant shall pay upon demand to Landlord during any period while Tenant shall hold the Premises after expiration of the Term or Extension Term, as liquidated damages, a sum equal to one hundred and fifty percent (150%) of the monthly Base Rent in effect for the last month of the Term or Extension Term, and Tenant shall also pay all direct damages sustained by Landlord by reason of such holding over.

## **ARTICLE 19 SECURITY DEPOSIT**

The Security Deposit specified in Section 1.09 shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant, and condition of this Lease on the part of Tenant to be observed and performed, and Landlord shall have no liability to pay interest thereon unless required by law. If any Rent herein reserved or any other sums payable by Tenant hereunder shall be overdue and unpaid, then Landlord may, at its option, and without prejudice to any other remedy which Landlord may have on account thereof, apply the Security Deposit or so much thereof as may be necessary to compensate Landlord toward the payment of the Rent due from Tenant; and in such event Tenant shall forthwith upon demand restore the Security Deposit to its original amount, and the sum required to so restore the Security Deposit shall be Additional Rent hereunder. If Tenant shall have fully and faithfully complied with all of the terms, covenants, and conditions of this Lease, the Security Deposit, or any remaining portion thereof not so applied, shall be returned in full to Tenant within thirty (30) days following the end of the Term or earlier termination of this Lease. Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises, in the event that such interest is sold, and Landlord shall thereupon be discharged from any further liability with respect to the Security Deposit.

## **ARTICLE 20 HAZARDOUS MATERIALS PROVISIONS**

20.01. Defined Terms.

(a) “**Claim**” shall mean and include any demand, cause of action, proceeding, or suit for any one or more of the following: (a) actual or punitive damages, losses, injuries to

person or property or illness, disability, or death to any person, damages to natural resources, fines, penalties, interest, contribution, or settlement, (b) the costs and expenses of site investigations, feasibility studies, information requests, health or risk assessments, or Response (as hereinafter defined) actions, and (c) the costs and expenses of enforcing insurance, contribution, or indemnification agreements.

(b) **“Environmental Laws”** shall mean and include all federal, state, and local statutes, ordinances, regulations, and rules in effect and as amended from time to time relating to environmental quality, health, safety, contamination, and cleanup, including, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act (**“FIFRA”**), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act (**“RCRA”**), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act (**“CERCLA”**), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act (**“TSCA”**), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and state and local superlien and environmental statutes and ordinances, with implementing regulations, rules, and guidelines, as any of the foregoing may be amended from time to time. Environmental Laws shall also include all state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials (as hereinafter defined).

(c) **“Hazardous Materials”** shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product, or constituent regulated under CERCLA; oil and petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel; pesticides regulated under FIFRA; asbestos and asbestos-containing materials, PCBs, and other substances regulated under TSCA; source material, special nuclear material, by-product material, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; and industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA, and any other hazardous substance, pollutant, or contaminant regulated under any other Environmental Law.

(d) **“Manage”** or **“Management”** means to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend, or burn for energy recovery, incinerate,

accumulate speculatively, transport, transfer, dispose of, or abandon Hazardous Materials.

(e) “**Release**” or “**Released**” shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Materials into the environment, as “**environment**” is defined in CERCLA.

(f) “**Response**” or “**Respond**” shall mean action taken to correct, remove, remediate, clean up, prevent, mitigate, monitor, evaluate, investigate, assess, or abate the Release of a Hazardous Material.

20.02 Tenant’s Obligations With Respect to Environmental Matters. During the term of this Lease, (i) Tenant shall comply at its sole cost and expense with all Environmental Laws; (ii) Tenant shall not Manage, or authorize the Management of, any Hazardous Materials on the Premises, including installation of any underground storage tanks, without prior written disclosure to and prior written approval by Landlord; (iii) Tenant shall not take any action that would subject the Premises to the permit requirements under RCRA for storage, treatment, or disposal of Hazardous Materials; (iv) Tenant shall not dispose of Hazardous Materials in dumpsters provided by Landlord for tenant use; (v) Tenant shall not discharge Hazardous Materials into drains or sewers; (vi) Tenant shall not cause or allow the Release of any Hazardous Materials on, to, or from the Premises or land and (vii) Tenant shall arrange at its sole cost and expense for the lawful transportation and off-site disposal at permitted landfills or other permitted disposal facilities and otherwise in accordance with all applicable Environmental Laws, of all Hazardous Materials that it generates.

20.03 Copies of Notices. During the term of this Lease, Tenant shall provide Landlord promptly with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and any other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Illinois Environmental Protection Agency, or other federal, state, or local agency or authority, or any other entity or individual, concerning (i) any actual or alleged Release of a Hazardous Material on, to, or from the Premises; (ii) the imposition of any lien on the Premises; (iii) any actual or alleged violation of, or responsibility under, any Environmental Laws; or (iv) any actual or alleged liability under any theory of common law tort or toxic tort, including negligence, trespass, nuisance, strict liability, or ultrahazardous activity.

20.04 Landlord’s Right to Inspect. Upon cause and prior notice, Landlord and Landlord’s employees shall have the right to enter the Premises and (i) conduct appropriate inspections or tests for the purpose of determining Tenant’s compliance with Environmental Laws, and (ii) determining the type, kind, and quantity of all products, materials, and substances brought onto the Premises, or made or produced thereon. Landlord and its agents and representatives shall have the right to take samples in quantities sufficient for analysis of all products, materials, and substances present on the Premises including samples, products,

materials, or substances brought onto or made or produced on the Premises by Tenant or its agents, employees, contractors, or invitees. Tenant agrees to cooperate with such investigations by providing any relevant information requested by Landlord. Tenant may not perform any sampling, testing, or drilling to locate Hazardous Materials in the Building components on the Premises without the landlord's prior written consent.

20.05 Tests and Reports. Within ten (10) days of Tenant's receipt of a written request by Landlord, Tenant shall provide Landlord with (i) copies of all environmental reports and tests obtained by Tenant; (ii) copies of transportation and disposal contracts (and related manifests, schedules, reports, and other information) entered into or obtained by Tenant with respect to any Hazardous Materials; (iii) copies of any permits issued to Tenant under Environmental Laws with respect to the Premises; (iv) copies of any and all reports, notifications, and other filings made by Tenant to any federal, state, or local environmental authorities or agencies; and (v) any other applicable documents and information with respect to environmental matters relating to the Premises. Tenant shall provide Landlord with the results of appropriate reports and tests, with transportation and disposal contracts for Hazardous Materials, with any permits issued under Environmental Laws, and with any other documents necessary to demonstrate that Tenant complies with all Environmental Laws relating to the Premises.

20.06 Tenant's Obligation to Respond. If Tenant's Management of Hazardous Materials at the Premises (i) gives rise to liability or to a Claim under any Environmental Law, or any common law theory of tort or otherwise; (ii) causes a threat to, or endangers, the public health; or (iii) creates a nuisance or trespass, Tenant shall, at its sole cost and expense, promptly take all applicable action in response so as to comply with all applicable Environmental Laws and eliminate or avoid any liability claim with respect thereto.

20.07 Landlord's Right to Act. In the event that Tenant shall fail to comply with any of its obligations under this Article as and when required hereunder, Landlord shall have the right (but not the obligation) to take such action as is required to be taken by Tenant hereunder and in such event, Tenant shall be liable and responsible to Landlord for all costs, expenses, liabilities, claims and other obligations paid, suffered, or incurred by landlord in connection with such matters. Tenant shall reimburse Landlord promptly upon demand for all such amounts for which Tenant is liable.

20.08 Indemnification. Notwithstanding anything contained in this Lease to the contrary, Tenant shall reimburse, defend, indemnify, and hold Landlord, and its beneficiaries, officers, directors, shareholders, employees, and agents, free and harmless from and against any and all Claims, Response costs, losses, liabilities, damages, costs, and expenses, including loss of rental income, loss due to business interruption, and reasonable attorneys' fees and costs, arising out of or in any way connected with any or all of the following:

- (i) any Hazardous Materials which, at any time during the Term or Extension Term, are or were Managed, generated, stored, treated, released, or disposed of on or at the Premises (regardless of the location at which such Hazardous Material are now or may in the future be located or disposed of), including any and all (1) liabilities under any common law theory of tort, nuisance, strict liability, ultrahazardous activity, negligence,

or otherwise based upon, resulting from or in connection with any Hazardous Material; (2) obligations to take Response, cleanup, or corrective action pursuant to any investigation or remediation in connection with the decontamination, removal, transportation, incineration, or disposal of any of the foregoing; and

(ii) any illness, disability, injury, or death of any person; arising out of or allegedly arisen out of exposure to Hazardous Materials or other substances or conditions present due to Tenant's use of the Premises; and

(iii) any actual or alleged failure of Tenant or the Premises at any time and from time to time to comply with all applicable Environmental Laws during the Lease Term; and

(iv) any failure by Tenant to comply with its obligations under this Article.

If any Claims or other assertion of liability are made against Landlord, for which Landlord is entitled to indemnity hereunder, Landlord must notify Tenant of such Claim or assertion of liability and thereupon Tenant must, at its sole cost and expense, assume the defense of such Claim or assertion of liability and continue such defense at all times thereafter until completion. The Tenant's obligations under this Article survives any termination or expiration of this Lease.

## **ARTICLE 21 AMERICANS WITH DISABILITIES ACT**

The parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements pertaining to business operations, accessibility, and barrier removal, and that such requirements may be unclear and may or may not apply to the Premises depending on, among other things: (1) whether Tenant's business operations are deemed a "place of public accommodation" or a "commercial facility," (2) whether compliance with such requirements is "readily achievable" or "technically infeasible," and (3) whether a given alteration affects a "primary function area" or triggers so-called "path of travel" requirements. Tenant acknowledges and agrees that except as may otherwise be specifically provided herein, Tenant accepts the Premises in "as-is" condition and agrees that Landlord makes no representation or warranty as to whether the Premises conform to the requirements of the ADA pertaining to the accessibility of the Premises.

## **ARTICLE 22 GENERAL PROVISIONS**

22.01 Successors. Subject to Articles 14 and 16, all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

22.02 Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if: (i) personally served, on the date served; (ii) sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant at Tenant's Address or Landlord at Landlord's Address, as the case may be, on the third business day following deposit in the mails; or (iii) sent by Nationally recognized overnight courier (e.g., Federal Express, UPS, DHL, or similar service), on the next business day after timely deposit with the overnight courier service in the courier services required packaging with a delivery label that is properly addressed to the party receiving the notice with full payment (or provision for payment) for the delivery service. Landlord and Tenant shall each have the right from time to time to specify as its address for purposes of this Lease any other address in the United States of America upon five (5) days' advance written notice thereof, similarly given, to the other party.

22.03 No Option. The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

22.04 No Joint Venture. The relationship of the parties is that of landlord and tenant only, and nothing in this Lease shall be construed as creating a partnership, joint venture, or principal-agent or any other relationship. Except as expressly otherwise provided herein, neither party shall have any right or power to create any expense or liability chargeable to the other party.

22.05 Broker. Tenant represents and warrants to Landlord that Tenant has not dealt with any broker or finder entitled to any commission, fee or other compensation by reason of the execution of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from any charge, liability or expense (including attorneys' fees) Landlord may suffer, sustain or incur in respect to any claim for a commission, fee or other compensation by a broker or finder claiming by, through or under Tenant.

22.06 Interpretation. The headings and captions contained in this Lease are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Lease. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Tenant and to either corporations, associations, partnerships, or individuals, males or females, will in all instances be assumed as though in each case fully expressed. The use of the words "include," "includes," "including" or any other variant thereof will be interpreted as if such words were followed by the phrase "without limitation." If there is more than one Tenant, the liability of all such parties for compliance with and performance of the terms and covenants of this Lease are joint and several. If any term or provision of this Lease is, to any extent, determined to be invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each term and provision of this Lease will be valid and enforced to the full extent permitted by law. Time is of the essence of this Lease, and all provisions concerning time limitations will be strictly construed. This Lease and any Exhibits attached hereto and forming a part hereof set forth all the covenants, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no

covenants, promises, agreements, conditions, or understandings, either oral or written, between Landlord and Tenant concerning the Premises except those herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change, or addition to this Lease will be binding upon Landlord or Tenant unless reduced to writing and signed by both parties. The parties participated equally in the preparation and negotiation of this Lease and were both represented by legal counsel or had the opportunity to be so represented, accordingly, no rule of construction will apply that could cause an interpretation of any term against a party's counsel because said counsel prepared this Lease. This Lease will be construed and enforced in accordance with the laws of the State of Illinois. This Lease may be executed in counterparts, each of which shall be an original, and all of which counterparts taken together shall constitute one and the same instrument.

22.07 Survival. Any provision of this Lease which obligates Landlord or Tenant to pay an amount or perform an obligation before the commencement of the Term or after the expiration of the Term shall be binding and enforceable notwithstanding that payment or performance is not within the Term, and the same shall survive.

22.08 Assignment by Landlord. The term Landlord as used in this Lease, so far as the covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and, in the event of any transfer or transfers of title thereto, Landlord named herein (and in case of any subsequent transfer or conveyance, the then grantor) shall automatically be relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed. In the event of a sale or conveyance by Landlord of all or part of the Premises, the same will operate to release Landlord from any future liability under any of the covenants or conditions, express or implied, in this Lease in favor of Tenant. In such event, Tenant agrees to look solely to the Landlord's successor in interest, Tenant acknowledges that this Lease shall not be affected by any such sale, and Tenant agrees to attorn to the Landlord's successor in interest.

22.09 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the stipulated Rent, nor shall any endorsement or statement on any check or any letter or other communication accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

22.10 Recordation. Tenant shall not record this Lease, or any memorandum of or other reference to this Lease, without the written consent of Landlord.

22.11 Force Majeure. If Landlord or Tenant fails to timely perform any of the terms, covenants, and conditions of this Lease, and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other (or the other's agents, employees, contractors, licensees, or invitees), or any other cause beyond the reasonable control of Landlord

or Tenant, then the other shall not be deemed in default under this Lease as a result of such failure and any time for performance provided for herein shall be extended by the period of delay resulting from such cause.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Commercial Lease as of the day and year first written above.

LANDLORD:

1495 Building LLC, an Illinois limited liability company



By: Brian Berish  
Its: Manager

TENANT:

Board of Education of North Shore School District 112, an Illinois public school district

By: \_\_\_\_\_  
Its: \_\_\_\_\_



INSPIRE · INNOVATE · ENGAGE

**NORTH SHORE**  
SCHOOL DISTRICT 112

Date: April 11, 2023

To: Dr. Michael Lubelfeld, Superintendent of Schools  
Members of the Board of Education

From: Jeremy Davis, Assistant Superintendent for Finance and Operations

Subject: Agreement with Graves Design Group for Architectural Services on Oak Terrace Elementary School Early Childhood Center Remodel Project

Policy Alignment: 4:60 Purchases and Contracts

Disposition: Action

---

Executive Summary:

The American Institute of Architects (AIA) has a template that school districts typically use when contracting with architects. Utilizing this template, NSSD 1123 has reached an agreement with Graves Design Group for Architectural Services to design and remodel Oak Terrace Elementary School to accommodate the District's preschool program. The AIA Agreement is attached.

The AIA agreement stipulates that NSSD 112 will pay Graves Design Group up to ten (10) percent of the cost of work to renovate Oak Terrace Elementary School. The administration anticipates that the cost of work may approach \$1,500,000. If the cost of work exceeds \$1,000,000, we will only pay Graves Design Group nine (9) percent of the cost of work.

The attached agreement has been reviewed and approved by our legal counsel. Time is of the essence, as we only have until mid-August to begin and to finish the work. Thus, the administration will ask the Board to approve this agreement on April 11, 2023 at its Special Board Meeting.

---

Recommendation:

Roll call vote to approve the AIA Agreement with Graves Design Group as presented.



# AIA® Document B133® – 2019

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

**AGREEMENT** made as of the 5th day of April in the year 2023  
*(In words, indicate day, month and year.)*

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

Board of Education of North Shore School District No. 112  
445 Sheridan Road  
Highwood, Illinois 60040

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

GravesDesignGroup  
2231 Trailside Lane  
Wauconda, Illinois 60084

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

Oak Terrace Elementary School Early Childhood Center Remodel  
240 Prairie Avenue  
Highwood, IL 60040

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

Happ Builders, Inc.  
28 Le Baron Street  
Waukegan, Illinois 60085

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

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2	ARCHITECT'S RESPONSIBILITIES
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### ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Remodeling 12 classrooms to include addition of a single user bathroom to 9 of the classrooms and conversion of 3 of the classrooms to front office/reception, nurse, private offices and conference room space. Add new secured entrance vestibule to the north side to access the front office/reception, including covered entry and ballistic design/materials at the entry. Final program to be approved by the Owner.

§ 1.1.2 The Project's physical characteristics:

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

To be determined.

§ 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 \$1,500,000, subject to the approval of the Owner.

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

.1 Design phase milestone dates, if any:

To be mutually agreed upon.

**.2** Construction commencement date:

June 12, 2023, or such other date to be mutually agreed upon.

**.3** Substantial Completion date or dates:

August 15, 2023, or such other date to be mutually agreed upon.

**.4** Other milestone dates:

To be mutually agreed upon, if any.

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

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

**§ 1.1.6** The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:  
*(List number and type of bid/procurement packages.)*

None at this time.

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

None at this time.

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

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

Dr. Michael Lubelfeld  
North Shore School District No. 112  
445 Sheridan Road  
Highwood, Illinois 60040

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

None.

Init.

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

- .1 Construction Manager:  
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)
- .2 Land Surveyor:
- .3 Geotechnical Engineer:
- .4 Civil Engineer:
- .5 Other consultants and contractors:  
(List any other consultants and contractors retained by the Owner.)

To be determined by the Owner, in consultation with the Architect.

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

Peter Graves  
GravesDesignGroup  
2231 Trailside Lane  
Wauconda, Illinois 60084

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

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:  
ML Structural, PLLC  
334 East Colfax Street, Unit D  
Palatine, Illinois 60067
- .2 Mechanical Engineer:  
20/10 Engineering Group, LLC  
1216 Tower Road  
Schaumburg, Illinois 60173
- .3 Electrical Engineer:  
20/10 Engineering Group, LLC  
1216 Tower Road  
Schaumburg, Illinois 60173

§ 1.1.12.2 Consultants retained under Supplemental Services:

To be mutually agreed upon, if any.

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

None.

§ 1.2 The Owner and Architect may rely on the Initial Information.

Init.

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(1634883883)

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

§ 1.3.1 Intentionally Deleted.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing 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. The representative shall remain assigned to the Project for its duration and shall not be removed from the Project by the Architect without the consent of the Owner, which it may withhold in its sole discretion. Should the named representative no longer be employed by Architect during the term of this Agreement, the Architect shall promptly make a recommendation to the Owner as to the appropriate replacement representative for Owner's consideration. If at any time prior to the termination of this Agreement the Owner desires to have the Architect's representative replaced, the Owner shall notify the Architect of such and the parties shall promptly meet to mutually agree upon a replacement.

§ 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 until termination of this Agreement.

§ 2.6.1 Commercial General Liability insurance, on an occurrence basis, and Umbrella or Excess liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering liability arising from personal injury and advertising injury, property damage, premises, operations, products and completed operations and contractual liability. The Umbrella or Excess Liability insurance shall follow the form of the Commercial General Liability insurance.

§ 2.6.2 Automobile Liability insurance covering leased, owned, rented, and non-owned vehicles operated by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit, per accident 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 or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

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

Init.

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User Notes:

(1634883883)

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. The Architect shall maintain this insurance for at least three (3) years after final completion of the Project.

§ 2.6.7 **Additional Insured Obligations.** The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include Owner, its individual Board members, officers, directors, employees and agents as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the additional insureds' insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The certificate of insurance must provide the Owner with at least thirty (30) days advance written notice of any insurer termination of coverage. In addition, the Architect shall provide the Owner with at least thirty (30) days advance written notice, when possible, of any anticipated termination of coverage. If the Architect is not able to provide thirty (30) days advanced written notice of an anticipated termination of coverage, the Architect shall provide notice to the Owner as promptly as practicable.

§ 2.6.9 All insurance required of the Architect, with the exception of umbrella and excess policy, shall be the primary insurance on a non-contributory basis. With regard to the umbrella and excess policy, such policy shall follow the Commercial General Liability insurance policy in all respects, including non-contributory obligations. If the additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

§ 2.6.10 With the exception of Professional Liability and Workers' 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 suit is brought, except with respect to the limits of the insurer's liability.

§ 2.6.11 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements hereunder. The Architect agrees that the 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.

§ 2.6.12 Notwithstanding any other provision contained herein or in any Contract Document, the Owner, at its own option, may satisfy its obligation to purchase any insurance required of the Owner hereunder through its membership in a self-insurance risk pool.

§ 2.6.13 The Architect, on its behalf and on behalf of its insurers, waives any and all rights of subrogation against any additional insured under this Agreement. 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.

§ 2.6.14 The insurance requirements of Architect set forth herein are minimum contractual obligations and shall not preclude the Owner from accessing insurance limits above said stated minimums.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services, if so authorized in writing by the Owner and agreed to by the Architect. The Architect shall exercise reasonable care to engage consultants who shall possess the experience, skill, knowledge, and character necessary to qualify the consultants for the particular duties they perform and who shall perform all work in conformity with the standards of reasonable care and skill with respect to professional services they are rendering. Said consultants shall carry professional liability insurance. The Architect assumes full responsibility to the Owner for the acts, errors and omissions of its consultants.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, Board of Education meetings, 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, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants, unless the Architect knows or should reasonably know, in its professional judgment, that the information provided is inaccurate or incomplete. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware, or has reason to know, in its professional judgment, 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 Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not be exceeded by the Architect or Owner.

§ 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 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner knowingly accepting non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect, with the assistance of the Owner and Construction Manager, shall prepare and file documents required for the approval of governmental authorities having jurisdiction over the Project.

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

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

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager. The Architect represents that it is knowledgeable in school design and shall exercise reasonable care and skill to comply with all applicable federal and state laws, as well as all applicable rules, regulations and ordinances, specifically including, but not limited to, all rules, regulations and specifications adopted by the Illinois State Board of Education and any other agency with authority over the design of school facilities in effect at the date of the certification of the Drawings and Specifications. The Architect is responsible for all materials specified as to appropriateness for the intended use in an educational facility.

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

### § 3.3 Schematic Design Phase Services

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

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

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

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

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on the Owner's program, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1. To the extent that the Owner utilizes environmentally responsible design approaches and private, local, state or federal funds may be available as a result, the Architect shall assist the Owner in completing any applications for such funding.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents. The Architect shall make a good faith effort to ensure that the Project Schedule provides sufficient time for multiple reviews of the Schematic Design Documents by Owner, so as not to delay substantial or final completion. If the Owner rejects the Schematic Documents as submitted, the Architect shall revise said documents in accordance with the Owner's comments and resubmit the Schematic Documents to the Owner for its approval. Interim reviews will be provided by the Architect prior to the final submission of Schematic Documents contemplated by this Section. If, for reasons unrelated to the Architect's fault, the Owner approves the Schematic Documents or a portion thereof during the interim review process, but subsequently rejects or requests revisions to portions of the previously approved Schematic Documents, the Architect's revisions to such previously-approved Schematic Documents shall be paid for by the Owner as Additional Services.

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

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner, unless the Architect knows, or in its professional judgement has reason to know, that the information provided is inaccurate or incomplete.

### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents, based on the current approved Owner's budget, for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents, based on the current approved Owner's budget, for the Construction Manager's review and 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the 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 request the Owner's approval of the Construction Documents.

§ 3.5.6 The Architect shall assist the Owner and Construction Manager, as requested, with the following:

- .1 conducting a pre-bid conference for prospective bidders;
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .3 conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner; and
- .4 confirming responsiveness of bids and evaluating the qualifications of the bidders;
- .5 determining the successful bid.

§ 3.5.7 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders as part of Basic Services.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by Owner ("General Conditions"). If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager. To the extent applicable, Section 18.5 of the General Conditions is incorporated herein by reference.

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

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

§ 3.6.1.4 If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, and the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.6.1.5 In accordance with Sections 3.9.2 and 5.2.1 of the General Conditions, the Architect shall confer with the Owner after receipt of proposed superintendent or subcontractor information from Contractor and shall notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent, person or entity, or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.6.1.6 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1 of the General Conditions, 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.

§ 3.6.1.7 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.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site

inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Owner of such rejection. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations 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 both Owner and Construction Manager, shall not show partiality to either, and when acting in its role as the Initial Decision Maker, shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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 the General Conditions, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents. Notwithstanding anything in the Contract Documents to the contrary, the Architect shall not serve as the Initial Decision Maker with respect to disputes or claims between the Owner and Architect or disputes or claims where the Architect has a conflict of interest. In such instances the Owner shall select a replacement Initial Decision Maker, which selection shall be final.

### § 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, the Work has progressed to the point indicated, the Contractor has submitted lien waivers for the materials and services subject to the certificate for payment and that the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

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

§ 3.6.3.4 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.

§ 3.6.3.5 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 of the General Conditions 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 of the General Conditions. 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 of the General Conditions, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents.

#### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, unless the Architect knows or has reason to know, in its professional judgment, that the shop drawings or other submittals are inaccurate or incomplete.

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

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work, in writing, 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 Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4 of the General Conditions.

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

§ 3.6.5.3 In the case of a Construction Change Directive, if the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the applicable contractor agreement, or if no such amount is set forth in the applicable contractor agreement, a reasonable amount.

§ 3.6.5.4 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 an applicable contractor agreement.

§ 3.6.5.5 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.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The Architect shall also prepare a list of items that must be completed by the Contractor to achieve final completion ("Punch List"). The Architect shall provide the Owner and the Contractor with a copy of the Punch List and shall establish a date by which all work in the Punch List must be completed.

§ 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.

§ 3.6.6.6 The Architect, with the final Certificate of Payment, shall provide the Owner with one (1) set of "As-Built" drawings received from the Contractor, as well as all product manuals, warranty forms and occupancy permits.

§ 3.6.6.7 If Owner exercises its right to clean up in accordance with Section 6.3 of the General Conditions, the Architect shall allocate all costs and expenses associated with clean-up among the responsible parties.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	
§ 4.1.1.2 Programming	
§ 4.1.1.3 Multiple Preliminary Designs	
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	
§ 4.1.1.6 Site evaluation and planning, beyond that required in Article 3	
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	
§ 4.1.1.10 Landscape design	
§ 4.1.1.11 Architectural interior design	
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Cost estimating	
§ 4.1.1.14 On-site project representation, beyond that required by Section 3.6.2.1	
<i>(Row deleted)</i>	
§ 4.1.1.15 Conformed documents for construction	
§ 4.1.1.16 As-designed record drawings	
§ 4.1.1.17 As-constructed record drawings	
§ 4.1.1.18 Post-occupancy evaluation, beyond that required in Section 3.6.6	

*(Row deleted)*

§ 4.1.1.19	Facility support services	
§ 4.1.1.20	Tenant-related services	
§ 4.1.1.21	Architect's coordination of the Owner's consultants	
§ 4.1.1.22	Telecommunications/data design	
§ 4.1.1.23	Security evaluation and planning	
§ 4.1.1.24	Commissioning	
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26	Historic preservation	
§ 4.1.1.27	Furniture, furnishings, and equipment design	
§ 4.1.1.28	Other services provided by specialty Consultants	
§ 4.1.1.29	Other Supplemental Services	

**§ 4.1.2 Description of Supplemental Services**

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

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

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

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

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

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

- .1 Services necessitated by a material change in the Initial Information, previous instructions or recommendations given by the Construction Manager (if confirmed in writing by the Owner), or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages involving accelerated or fast-track design and construction, or phased construction in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Intentionally Deleted;
- .8 Intentionally Deleted;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect may provide the following Additional Services, with the prior written consent of the Owner. If a circumstance arises that may result in any of the following Additional services, the Architect shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. Thereafter, the Architect shall proceed as directed by the Owner.

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

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

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

§ 4.2.4 Intentionally Deleted.

§ 4.2.5 Intentionally Deleted.

## 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.

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

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

§ 5.3.1 The Owner 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.

§ 5.4 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. Notwithstanding the above, however, Architect acknowledges that the Owner, as public body, may not delegate full authority to its representative for the Project and certain matters may need approval by the Board of Education.

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

§ 5.6 Upon reasonable request of the Architect, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.12 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 knows of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized by the Architect, the Owner shall endeavor to include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of any direct communications between the Owner and the Construction Manager that may affect the Architect's services. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Intentionally Deleted.

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

§ 5.16 Intentionally Deleted.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For purposes of calculating the Architect's fee and compensation, the Cost of the Work shall not include additions by Change Order to the Construction Cost as a result of errors by the Architect or its consultants.

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

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

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

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate written recommendations to the Owner to reduce the estimated Cost of the Work, including, but not limited to, adjusting 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. The Architect shall provide the Owner detailed written information and supporting evidence pertaining to its recommendations.

§ 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;

Init.

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Section 6.6.

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

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

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

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

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

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

**ARTICLE 8 CLAIMS AND DISPUTES**

**§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 Intentionally Deleted.

§ 8.1.3 Intentionally Deleted.

*(Paragraph deleted)*

**§ 8.2 Mediation**

§ 8.2.1 Intentionally Deleted.

§ 8.2.2 Intentionally Deleted.

§ 8.2.3 Intentionally Deleted.

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

**§ 8.3 Arbitration**

§ 8.3.1 Intentionally Deleted.

§ 8.3.1.1 Intentionally Deleted.

§ 8.3.2 Intentionally Deleted.

§ 8.3.3 Intentionally Deleted.

**§ 8.3.4 Consolidation or Joinder**

§ 8.3.4.1 Intentionally Deleted.

§ 8.3.4.2 Intentionally Deleted.

§ 8.3.4.3 Intentionally Deleted.

§ 8.4 Intentionally 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. If the Architect elects to suspend services, the Architect shall give thirty days’ written notice to the Owner before suspending services. In the event of a suspension of services under this Section, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and 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 and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.7  
(Paragraphs deleted)  
Intentionally Deleted.

§ 9.8 Intentionally Deleted.

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

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of Illinois, excluding Illinois' choice of law rules.

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

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

§ 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. However, the Architect's materials shall not include the images of any students 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. This Section

10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information when required by law (including pursuant to the Illinois Freedom of Information Act or Illinois Open Meetings Act), arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.8.2 The Owner is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Architect to the Owner is subject to disclosure to third parties in accordance with FOIA. If the Architect requests that the Owner withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a Freedom of Information Act request, the Architect must notify the Owner of such request at the time such information is submitted to the Owner, along with a statement that disclosure of such information will cause competitive harm to the Architect, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Architect at the time of submission to the Owner will be presumed to be open to public inspection. The Architect may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Architect in accordance with Section 7(1)(g), the Owner reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Architect waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Owner, the Architect agrees to cooperate with the Owner in responding to any FOIA request, including by timely providing any documents requested by the Owner that directly relate to the governmental function that the Architect has been engaged to perform on behalf of the Owner.

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

§ 10.9.1 This Agreement, and its Exhibits shall constitute the complete understanding between the parties.

## ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum  
(*Insert amount*)

.2 Percentage Basis  
(*Insert percentage value*)

Ten Percent (10) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, if the Cost of the Work is below \$1,000,000. If the Cost of the Work is at or above \$1,000,000, then the Architect's compensation for Basic Services shall be Nine Percent (9%) of the Cost of the Work.

.3 Other  
(*Describe the method of compensation*)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect.  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

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

Design Phase	Forty-Five	percent (	45	%)
Construction Documents Phase	Thirty	percent (	30	%)
Bidding Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

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

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

Employee or Category	Rate (\$0.00)
Architect	\$225.00

**§ 11.8 Compensation for Reimbursable Expenses**

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

- .1 Authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in writing and in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested in writing by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** Intentionally Deleted.

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1

§ 11.10.2.1 Payments for services shall be made in accordance with the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1 et seq.

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

§ 11.10.2.2 On or before the first day of each month during the performance of Basic Services or Additional Services, if applicable, the Architect shall submit to the Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for services rendered, a detailed breakdown of the amount and the sum of all prior payments. The Architect shall furnish with each request for payment waivers of lien for itself in form and substance satisfactory to the Owner and any other such forms as required by Owner, lender or title insurer, in order to assure an effective waiver of mechanic and materialmen liens in compliance with the laws of the State of Illinois. The Owner shall review each such request for payment and make such exceptions as the Owner reasonably deems necessary or appropriate under the circumstances then existing.

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

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

§ 12.1 To the fullest extent permitted by applicable law, the Architect and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect and hold harmless the Owner, and its respective

board members, officers, directors, employees and agents (collectively "Indemnitees") from and against all liabilities, claims, damages, losses, causes of actions, suits, judgments and expenses, including attorneys' fees of any nature, kind or description (collectively "Liabilities") of any person or entity whatsoever arising out of, caused by or resulting from a breach of the Agreement or the performance of the Services or any part thereof provided that, with regard to the performance of the services, such Liabilities (1) are attributable to bodily injury, personal injuries, sickness, disease or death of any person or to the injury to or destruction of personal or real property, including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee.

**§ 12.2** 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 claim by making a payment or a progress payment of any amount.

**§ 12.3** 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.

**§ 12.4** Any Additional Service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the services are commenced, and an estimate of the cost or a method of determining the cost must be submitted by the Architect prior to the authority being granted for the said service by the Owner. Notwithstanding anything in this Agreement to the contrary, the Architect shall not be entitled to payment for Additional Services involved in:

- .1 Revisions of Project documents in order to secure the approval of the Owner for the Basic Services unless said Project documents have been previously approved by the Owner;
- .2 Revisions of or additions to the Project documents required because of errors or omissions of the Architect; or
- .3 Alternates which are included in the project documents upon which bids are taken but for which no contract is awarded and which shall not have required drawing revisions on the project documents.

**§ 12.5** The Architect certifies that the Architect is not barred from entering into this contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E or any other applicable law, rule or regulation.

**§ 12.6** To the extent required by law, the Architect agrees to fully comply with the requirement 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 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 regulation promulgated thereunder.

The following provisions of this Section are included in this Agreement pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Architect shall be required to comply with these provisions only if and to the extent they are applicable under the law.

As required by Illinois law, in the event of the Architect'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 Architect may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the contract, the Architect agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in 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, sexual orientation, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Architect's obligation under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Architect in its efforts to comply with such Acts and Rules, the Architect will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules, 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.
- F. 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.
- G. That it will include verbatim or by reference the provisions of this clause in every consultant agreement it enters into under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such consultant. In the same manner as with other provisions of this contract, the Architect will be liable for compliance with applicable provisions of this clause by such consultant; and further it will promptly notify the contracting agency and the Department in the event any consultant fails to or refuses to comply therewith. In addition, the Architect will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 12.7 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.

§ 12.8 Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Superintendent of the Owner and the Architect at the addresses set forth on the first page hereof.

§ 12.9 Architect hereby certifies that it will not knowingly specify or require any materials, products, fixtures and equipment that contain asbestos.

§ 12.10 Remedies for which the Architect has been found liable by litigation shall include attorneys' fees.

§ 12.11 This Agreement may not be assigned without the written consent of both parties.

### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
(Insert the date of the E203-2013 incorporated into this agreement.)
- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)
  - AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
(Insert the date of the E234-2019 incorporated into this agreement.)
  - Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
(Printed name and title)

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



INSPIRE · INNOVATE · ENGAGE

# NORTH SHORE

SCHOOL DISTRICT 112

Date: April 11, 2023  
To: Dr. Michael Lubelfeld, Superintendent of Schools  
Members of the Board of Education  
From: Jeremy Davis, Assistant Superintendent for Finance and Operations  
Subject: Agreement with Happ Builders for Construction Management Services  
on Oak Terrace Elementary School Early Childhood Center Remodel  
Project  
Policy Alignment: 4:60 Purchases and Contracts  
Disposition: Action

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### **Executive Summary:**

NSSD 112 needs to select a construction manager for the Oak Terrace Elementary School Early Childhood Center Remodel Project. We recommend Happ Builders, Inc. Happ Builders has previous experience working within NSSD 112. Happ built the Resiliency Center at Lincoln School for us last summer, and then completed the demolition work at Green Bay School on the second floor over the past spring break (as we prepare Green Bay for use as a swing site for Phase 2 construction projects). We feel that for this project at Oak Terrace School, Happ is well suited to renovate Oak Terrace by the time school begins in August.

The proposed contract with Happ Builders is attached. The work at Oak Terrace involves remodeling 12 classrooms to include ceiling tile replacement, wall patching and painting, carpeting, and additional electrical convenience outlets. We also will add one single user bathroom to each of the 9 classrooms, which is the most intensive renovation of the project. Finally, we will convert 3 classrooms to office spaces and add a new secured entrance vestibule to Oak Terrace (for all PK-5, a “new” main office/secure main entrance). Fees for Happ Builders are \$18,650 for preconstruction, \$154,000 for construction plus 4% of the cost of the work plus reimbursables up to \$22,000. The total cost of the Oak Terrace Elementary School Early Childhood Center Remodel Project is approximately \$1,500,000.

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### **Recommendation:**

Roll call vote to approve the AIA Contract with Happ Builders, Inc. as presented.



# AIA® Document A134® – 2019

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

**AGREEMENT** made as of the 11th day of April in the year 2023  
*(In words, indicate day, month, and year.)*

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

Board of Education of North Shore School District No. 112  
445 Sheridan Road  
Highwood, Illinois 60040

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

Happ Builders, Inc.  
28 Le Baron Street  
Waukegan, Illinois 60085

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

Oak Terrace Elementary School Early Childhood Center Remodel  
240 Prairie Avenue  
Highwood, IL 60040

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

GravesDesignGroup  
2231 Trailside Lane  
Wauconda, Illinois 60084

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

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

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
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5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
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7	COST OF THE WORK FOR CONSTRUCTION PHASE
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### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 INITIAL INFORMATION

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

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

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

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

Remodeling 12 classrooms to include addition of a single user bathroom to 9 of the classrooms and conversion of 3 of the classrooms to front office/reception, nurse, private offices and conference room space. Add new secured entrance vestibule to the north side to access the front office/reception, including covered entry and ballistic design/materials at the entry. Final program to be approved by the Owner.

§ 1.1.2 The Project's physical characteristics:

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

To be determined.

§ 1.1.3 The Owner's budget for the Contract Sum, as defined in Section 2.4:

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

Init.

/

Approximately \$1,500,000, subject to the approval of the Owner.

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

**.1** Design phase milestone dates, if any:

To be mutually agreed upon.

**.2** Construction commencement date:

June 12, 2023, or such other date to be mutually agreed upon.

**.3** Substantial Completion date or dates, if not established in this Agreement under Section 3.3.1.3:

August 15, 2023, or such other date to be mutually agreed upon.

**.4** Other milestone dates:

None at this time.

**§ 1.1.5** The Owner's requirements for accelerated or fast-track scheduling, or phased construction, if any, are set forth below:

*(Identify any requirements for fast-track scheduling or phased construction.)*

None at this time.

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project, if any:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None at this time.

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

**§ 1.1.7** Other Project information, if any:

*(Identify special characteristics or needs of the Project not provided elsewhere.)*

None at this time.

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 4.2:

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

Dr. Michael Lubelfeld  
North Shore School District 112  
445 Sheridan Road  
Highwood, IL 60040

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

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

None.

Init.

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

.1 Geotechnical Engineer:

To be determined by Owner, if needed.

.2 Civil Engineer:

To be determined by Owner, if needed.

.3 Other, if any:

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

None at this time.

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

Peter Graves  
GravesDesignGroup  
2231 Trailside Lane  
Wauconda, Illinois 60084

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

Rod Fox

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

To be mutually agreed upon.

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

Competitive bidding.

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

None at this time.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information.

§ 1.3 The Construction Manager's representative shall not be changed without ten days' prior notice to the Owner.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 3.2.2 and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.7. The Contract represents the entire and integrated

Init.

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User Notes:

(844588082)

agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. Notwithstanding the above, the Contract Documents also include any document referenced in Section 1.1.1 of the AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by Owner.

## **§ 2.2 Relationship of the Parties**

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

**§ 2.2.1** The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care to ensure the Project remains on schedule and within budget.

## **§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by Owner, shall apply as follows: Article 1, General Provisions; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Article 11, Insurance and Bonds; Section 13.1, Governing Law; Article 16, Non Discrimination; Article 17, Other Statutory Requirements; and Article 18, Additional Provisions. The term "Contractor" as used in A201–2017, as amended by the Owner, shall mean the Construction Manager.

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

## **§ 2.4 Contract Sum, Contract Time and Changes in the Work**

The Contract Sum is the actual Cost of the Work as defined in Section 7.1.1 plus the Construction Manager's Fee as defined in Section 6.1. 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 A201–2017 as amended by Owner. The Contract Time shall be measured from the date of commencement of the Work. Changes in the Work shall be governed by Article 7 of A201–2017 as amended by Owner.

## **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017, as amended by the Owner, referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The representative shall remain assigned to the Project for its duration and shall not be otherwise assigned without the consent of Owner, which it may be withheld in its sole discretion. Should the representative no longer be employed by the Construction Manager during the term of this Agreement, the Construction Manager shall promptly make a recommendation to the Owner as to the appropriate replacement representative for the Owner's consideration.

## **§ 3.1 Preconstruction Phase**

### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules. 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, in writing, 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. Notwithstanding the above or anything in any other Contract Document to the contrary, the Construction Manager shall be responsible for all costs, expenses and fees of any kind whatsoever incurred by the Owner that arise directly from any negligent act or omission of the Construction Manager or breach of this Agreement, including, but not limited to Additional Services of the Architect due to inaccuracies or incompleteness in preparing cost estimates.

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

### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

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

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

### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically (at least monthly) update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Control Estimate; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

### § 3.1.5 Phased Construction

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

### § 3.1.6 Cost Estimates

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

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Construction Manager submits a Control Estimate for the Work, pursuant to Section 3.2. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds

the latest approved Project budget, and make detailed written recommendations for corrective action, which shall include the reasons that the estimate(s) exceed the approved Project budget.

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

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

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

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

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

#### § 3.1.11 Subcontractors and Suppliers

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

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project, subject to the requirements of Section 10-20.21 of the *School Code*, 105 ILCS 5/10-20.21. The Construction Manager acknowledges and understands that the Owner, as a public body, is subject to the bidding requirements of the Illinois *School Code* and that all trade contracts shall be publicly bid in accordance with such law and awarded by the Owner.

§ 3.1.11.3 Intentionally Deleted.

§ 3.1.11.4 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval subject to the requirements of Section 10-20.21 of the *School Code* (105 ILCS 5/10-20.21). The Construction Manager shall establish bidding schedules subject to the requirements of Section 10-20.21 of the *School Code* (105 ILCS 5/10-20.21). The Construction Manager, with the assistance of the Architect, shall issue bidding documents, including assisting in the preparation of the General Conditions of the Contract for Construction, to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda. Upon request, the Construction Manager shall assist the Owner in conducting the bid opening.

§ 3.1.11.5 The Construction Manager shall prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids subject to the requirements of Section 10-20.21 of the *School Code* (105 ILCS 5/10-20.21).

§ 3.1.11.6 Once the Owner has awarded a bid to a trade contractor, the Construction Manager shall accept the assignment of the trade contractor agreement from the Owner to the Construction Manager on the form attached hereto as Exhibit B. The Construction Manager shall ensure the bidding documents require the Contractor to accept such assignment on the form attached hereto as Exhibit B.

#### § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions reasonably 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.

### § 3.1.13 Compliance with Laws

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

### § 3.1.14 Other Preconstruction Phase Services

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

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

## § 3.2 Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Control Estimate for the Owner's and Architect's review, and the Owner's approval. 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. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Construction Manager shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

§ 3.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 15, including all Modifications thereto;
- .2 a list of the assumptions made by the Construction Manager in the preparation of the Control Estimate, including assumptions under Section 3.2.4, to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems, and the Construction Manager's Fee;
- .4 a project schedule, using the critical path method or such other method approved in writing by the Owner, upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequence and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements;
- .5 a date of Substantial Completion, if not established in accordance with Section 3.3.1.3; and
- .6 reasonable contingencies for further development of design and construction, as required by Section 3.2.4.

§ 3.2.3 The Construction Manager shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is approved by the Owner, the Owner shall acknowledge its approval in writing. The Owner's approval of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 3.2.4 To the extent that the Contract Documents are anticipated to require further development, the Control Estimate shall include the costs attributable to 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.

§ 3.2.5 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.

§ 3.2.6 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, unless the Owner provides prior written authorization for such costs.

§ 3.2.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect, in writing, of any inconsistencies between the Control Estimate and the revised Contract Documents.

### § 3.3 Construction Phase

#### § 3.3.1 General

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

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s approval of the Control Estimate or, prior to acceptance of the Control Estimate if agreed upon in writing by the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to approval of the Control Estimate.

#### § 3.3.1.3 Substantial Completion

§ 3.3.1.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: August 15, 2023, or such other date to be mutually agreed upon

By the date to be established in the Control Estimate and approved by the Owner.

§ 3.3.1.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

#### Portion of Work

#### Substantial Completion Date

§ 3.3.1.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section 3.3.1.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.7.

#### § 3.3.2 Administration

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

§ 3.3.2.2 Upon the 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 a submittal schedule in accordance with Section 3.10 of A201–2017, as amended by Owner.

#### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 If the Project is behind schedule, the Construction Manager shall provide to the Owner, in writing, the reasons for the delays, including, but not limited to the responsible parties, and shall provide options on how to bring the Project back on to schedule.

§ 3.3.2.6 The Construction Manager, with the assistance of the Architect, shall prepare of a list of items that must be completed by the Contractor(s) to achieve final completion ("Punch List"), which shall include an inspection of the Work by the Construction Manager to determine whether the Work is substantially complete. The Construction Manager shall provide the Owner, Architect and the Contractor(s) with a copy of the final Punch List and shall establish a date by which all work in the Punch List must be completed. The Construction Manager shall coordinate with the Architect to incorporate completion of items on the Punch List into the final project completion schedule to ensure the Project remains on schedule.

#### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

##### **§ 4.1 Information and Services Required of the Owner**

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

§ 4.1.2 Intentionally Deleted.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish, to the extent reasonable, 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, unless the Construction Manager has reason to know of any inaccuracy in such information or defect in services, and shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 4.1.4.3 The Owner, when such services are reasonably requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

**§ 4.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, as amended by the Owner, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Notwithstanding the above, the Construction Manager acknowledges that the Owner, as a public body, may only be bound by representatives with actual authority. As such, Construction Manager shall ensure that the Owner's representative has actual authority to bind the Owner on any given matter.

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

**§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B101™–2017, Standard Form of Agreement Between Owner and Architect, as amended by the Owner. Upon request, the Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

**ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

**§ 5.1 Compensation**

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

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

\$18,650.00

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

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

**Individual or Position**

**Rate**

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

§ 5.1.3 Intentionally Deleted.

**§ 5.2 Payments**

§ 5.2.1 Payments for services shall be made by the Owner in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/1 et seq.).

**§ 5.2.2**

*(Paragraphs deleted)*

Intentionally Deleted.

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

**§ 6.1.1** The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after approval of the Control Estimate. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

**§ 6.1.2** The Construction Manager’s Fee:

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

4% of the Cost of the Work. In addition, Construction Manager may charge a reimbursable allowance with no mark up, of up to \$22,500.00, which will include the cost of Dumpsters, Toilets, Testing, Inspections, Permits, Dust Partition, Floor Protection, General Clean Up, and Final Cleaning.

Owner shall also compensate Construction Manager a lump sum amount of \$154,000.00 for Construction Manager’s personnel cost, reimbursable field support cost and general requirements as set forth in Article 7. Personnel costs are based on the following hourly rates:

Project Manager	\$ 105.00	Hr
Superintendent	\$ 100.00	Hr
Project Coordinator	\$ 45.00	Hr
Account Manager	\$ 50.00	Hr
Carpenter	\$ 120.00	Hr
Labor	\$ 110.00	Hr

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

4% of the cost of the increase or decrease.

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

As set forth in the A201-2017, as amended by the Owner.

**§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent ( 100 %) of the standard rental rate paid at the place of the Project.

**§ 6.1.6** Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
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**§ 6.1.7** Liquidated damages, if any:

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

None.

**§ 6.1.8** Other:

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

None at this time.

**§ 6.2 Changes in the Work**

**§ 6.2.1** 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 Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work, as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, as amended

by the Owner. The Construction Manager shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

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

§ 6.2.2 Increased costs for the items set forth in Sections 7.1 through 7.7 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 6.1.3.

§ 6.2.3 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 in comparison with the Control Estimate or the date of Substantial Completion, 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.

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

§ 6.2.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

## **ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 7.1 Costs to Be Reimbursed**

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

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

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

### **§ 7.2 Labor Costs**

§ 7.2.1 With the Owner’s prior written consent, wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or at off-site workshops. It is expressly agreed by the Construction Manager that the Construction Manager shall not self-perform any Work without the written consent of the Owner and compliance with any applicable bidding laws.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior written approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

§ 7.2.3 Wages or salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, 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.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

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

### § 7.3 Subcontract Costs

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

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

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

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

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

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

§ 7.5.4 Intentionally Deleted.

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

### § 7.6 Miscellaneous Costs

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

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

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

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

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

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017, as amended by the Owner, or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

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

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

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior written approval.

§ 7.6.7 Intentionally Deleted.

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

§ 7.6.9 Intentionally Deleted.

§ 7.6.10 Intentionally Deleted.

§ 7.6.11 Intentionally Deleted.

## § 7.7 Other Costs and Emergencies

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

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, as amended by the Owner.

§ 7.7.3 With the Owner's prior written approval, 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 the negligence of, or failure to fulfill a specific responsibility by, 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.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017, as amended by the Owner, or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

## § 7.8 Related Party Transactions

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

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

### **§ 7.9 Costs Not to Be Reimbursed**

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

- .1 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 7.2, or as may be provided in Article 14;
- .2 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, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 through 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 through 7.7; and
- .8 Costs for services incurred during the Preconstruction Phase.

## **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

**§ 8.1** Intentionally Deleted.

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

## **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 9.1** Except as provided by applicable law and approved by the Owner, the Work shall be performed under contracts publicly bid by the Owner and subsequently assigned to the Construction Manager.

**§ 9.2** Intentionally Deleted.

## **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

### **§ 11.1 Progress Payments**

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

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

Init.

/

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall endeavor to make payment of the amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, the Owner shall endeavor to make payment of the amount certified not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

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

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit the cost control information required in Section 3.2.5, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, lien waivers for the materials and services covered by the immediately preceding Application for Payment, sworn statements, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. The Construction Manager shall ensure that each contractor, including the Construction Manager after the assignment of trade contracts to the Construction Manager, submit with its Request for Payment a sworn statement and lien waiver.

§ 11.1.5 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.

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

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

- .1 The Cost of the Work as described in Article 7;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Construction Manager's Fee computed upon the Cost of the Work described in the preceding Section 11.1.6.1.1 at the rate stated in Section 6.1.2; or if the Construction Manager's Fee is stated as a fixed sum in Section 6.1.2, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 11.1.6.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017, as amended by the Owner;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, as amended by the Owner;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.7.

#### § 11.1.7 Retainage

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

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

Ten Percent (10%)

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

None.

§ 11.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 11.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

As set forth in the A201-207, as amended by the Owner.

§ 11.1.7.3 Except as may be set forth in this Section 11.1.7.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.7. The Owner may, but has no obligation to, reduce the retainage amount upon Substantial Completion.  
*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

§ 11.1.8 Intentionally Deleted.

§ 11.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

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

§ 11.1.11 Intentionally Deleted.

## § 11.2 Final Payment

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

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, as amended by the Owner, 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, if requested by the Owner, pursuant to Section 11.2.2;
- .3 the Construction Manager has submitted a final Application for Payment; and
- .4 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 The Owner shall have the right to request a final accounting for the Cost of the Work prior to paying the final payment to the Construction Manager. The Owner shall also have the right to audit the Construction Manager's final accounting for the Cost of the Work before making the final payment to the Construction Manager. In the event the Owner desires to audit the Construction Manager's final accounting, the Owner shall notify the Construction Manager of such audit and the Owner's auditors will review and report in writing on the Construction Manager's final accounting within 60 days after delivery of the final accounting to the Architect by the Construction Manager.

§ 11.2.2.1 Intentionally Deleted.

§ 11.2.2.2 Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, within seven days after receipt of the written report described in Section 11.2.2, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the

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User Notes:

(844588082)

Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017, as amended by the Owner. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017, as amended by the Owner. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 11.2.2.3** If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017, as amended by the Owner. 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.

**§ 11.2.3** 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:

**§ 11.2.4** If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs described in Sections 7.1 through 7.7 and not excluded by Section 7.9 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

**§ 11.3 Interest**

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

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

%

**ARTICLE 12 DISPUTE RESOLUTION**

**§ 12.1 Initial Decision Maker**

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017, as amended by the Owner. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, as amended by the Owner, for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 12.2 Binding Dispute Resolution**

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

*(Check the appropriate box.)*

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

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User Notes:

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[ ] Other: (Specify)

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

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination Prior to Owner's Approval of the Control Estimate**

**§ 13.1.1** 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 Article 14 of A201–2017, as amended by the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work 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 5.1.

**§ 13.1.3** In the event of termination of this Agreement pursuant to Section 13.1.1 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 an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.2:

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

**§ 13.1.4** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.3.1. 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 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.4.1** 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 reasonably incurred by the Construction Manager because of such termination.

### **§ 13.2 Termination or Suspension Following the Owner's Approval of the Control Estimate**

#### **§ 13.2.1 Termination**

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

#### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, as amended by the Owner, 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 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017, as amended by the Owner.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontract 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 subcontract or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, as amended by the Owner, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

None.

**§ 13.2.4 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as amended by the Owner. In such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, as amended by the Owner, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.2.5 of this Agreement.

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

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

**§ 14.2 Successors and Assigns**

**§ 14.2.1** The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, as amended by the Owner, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 14.2.2** The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

**§ 14.3 Insurance and Bonds**

**§ 14.3.1 Preconstruction Phase**

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement.

**§ 14.3.1.1** Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Three Million Dollars (\$ 3,000,000 ) in the aggregate for bodily injury and property damage.

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

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

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

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

**§ 14.3.1.6 Other Insurance**

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

**Coverage**

**Limits**

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause all insurance required of the Construction Manager by the Contract Documents, with the exception of workers' compensation insurance and any professional liability insurance, to include the Additional Insureds as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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

**§ 14.3.2 Construction Phase**

After the Owner approves the Control Estimate, the Owner and Construction Manager shall purchase and maintain insurance as set forth in AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, as amended by the Owner, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A134™-2019 Exhibit A, as amended by the Owner, and elsewhere in the Contract Documents. The Construction Manager may, at its option, require subcontractors to obtain payment and performance bonds and will be responsible for ensuring that the bid packages for all subcontractors are revised to reflect the bonds to be required of such subcontractor. Notwithstanding anything in this Agreement to the contrary, the Construction Manager may not charge the Owner for any bonds obtained by subcontractors, unless otherwise agreed by the Owner.

**§ 14.4 Notice**

Intentionally Deleted.

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

§ 14.5 Other provisions:

§ 14.5.1 The Construction Manager 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 provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Construction Manager 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.

The following provisions are included herein pursuant to the requirement of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Construction Manager shall be required to comply with these provisions only if and to the extent they are applicable under the law.

As required by Illinois law, in the event of the Construction Manager'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 Construction Manager may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Construction Manager agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
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) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
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, sexual orientation, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules, 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.
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.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such 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 to refuse to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by

the Illinois Human Rights Commission to be ineligible for contractors or subcontractors with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 14.5.2 Any additional or supplemental service for which the Owner is to compensate the Construction Manager must be authorized in writing by the Owner before the Work is commenced, and an estimate of the cost or a method of determining the cost must be submitted by the Construction Manager prior to the authority being granted for the said service by the Owner

§ 14.5.3 Any authorization to be made by the Owner as referred to herein must be in writing by duly authorized representatives of the Owner in order to be binding upon the Owner.

§ 14.5.4 The Construction Manager certifies that the Construction Manager is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotation under Article 33E of the *Criminal Code of 1961*, 720 ILCS 5/33E.

§ 14.5.5 No failure of either the Construction Manager 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 Construction Manager 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.

§ 14.5.6 Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the addresses on page one hereof.

§ 14.5.7 In accordance with state (105 ILCS 5/10-20.5b) and federal law and Board of Education Policy, smoking is prohibited on all school district property.

§ 14.5.8 Remedies for which the Construction Manager has been found liable by litigation shall include attorneys' fees.

§ 14.5.9 The Construction Manager shall notify 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, promptly upon obtaining first knowledge of same.

§ 14.5.10 The Construction Manager shall provide professional construction management services on this Project. Such professional services include substantial discretion and authority to plan, schedule, estimate, approve, coordinate, manage and direct phases of the Project, within the parameters of the Contract Documents. Owner hereby finds and Construction Manager hereby represents and concurs that professional construction management services require a high degree of professional skill and experience in the construction management industry, and that Construction Manager possesses such requisite skill and experience to manage a school construction project of this size and type. The Construction Manager acknowledges that it will act as agent of Owner, in Owner's best interests, and will have fiduciary duties to Owner with respect to this Project. The Construction Manager represents that it is knowledgeable in school construction and shall exercise reasonable care and skill to comply with and to see that all Contractors comply with all applicable federal and state laws as well as rules, regulations and specifications adopted by the Illinois State Board of Education and any other agency with authority over the construction or rehabilitation of school facilities.

§ 14.5.11 To the fullest extent permitted by applicable law, the Construction Manager and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, and its respective board members, officers, directors, employees and agents (collectively "Indemnitees") from and against all liabilities, claims, damages, losses, causes of actions, suits, judgments and expenses, including attorneys' fees of any nature, kind or description (collectively "Liabilities") of any person or entity whatsoever arising out of, related to, connected with or caused by any breach of this Agreement or the performance of the services under this agreement or work on the Project, or any part thereof; provided that, with regard to the performance of the services, such Liabilities (1) are attributable to bodily injury, personal injuries, sickness, disease or death of any person or to the injury to or destruction of casual personal property, including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the Construction Manager, anyone directly or indirectly employed by it or anyone for whose acts it may be liable under contract or statutory or common law. Construction Manager agrees to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured on the Project; waives any limitation of liability defense based upon the *Worker's Compensation Act*, court interpretations of said Act or

otherwise; and agrees to indemnify, contribute to claims against, and defend Indemnitees from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnitees' own negligence. These provisions shall be interpreted in accordance with the *Construction Contract Indemnification Negligence Act*, 740 ILCS 35.

**§ 14.5.12 PREVAILING WAGES.** All laborers, workers and mechanics performing Work under the Contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor, and that the Construction Manager and all Subcontractors shall in all other respects comply with the Prevailing Wage Act in carrying out Work under the Contract. If, during the course of Work under this Contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Construction Manager shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by the Construction Manager and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum. To the extent required by law, Construction Manager and each Subcontractor shall submit, on a monthly basis, a certified payroll to the Owner, evidencing the Construction Manager's and Subcontractor's compliance with the Prevailing Wage Act. Further, all bonds required of the Construction Manager shall contain a provision as will guarantee the faithful performance of this prevailing wage clause.

## ARTICLE 15 SCOPE OF THE AGREEMENT

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

**§ 15.2** The following documents comprise the Agreement:

- .1 AIA Document A134™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, as amended by the Owner
- .2 AIA Document A134™–2019, Exhibit A, Insurance and Bonds, as amended by the Owner
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by the Owner
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

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

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

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .6 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals,*

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are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit B – Assignment of Contractor Agreement

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)*



# AIA® Document A134® – 2019 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 11th day of April in the year 2023  
(In words, indicate day, month and year.)

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

Oak Terrace Elementary School Early Childhood Center Remodel  
240 Prairie Avenue  
Highwood, IL 60040

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

Board of Education of North Shore School District No. 112  
445 Sheridan Road  
Highwood, Illinois 60040

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

Happ Builders, Inc.  
28 Le Baron Street  
Waukegan, Illinois 60085

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

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

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance required under this Article A.2.

#### ADDITIONS AND DELETIONS:

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

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

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

**§ A.2.2 Liability Insurance**

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

**§ A.2.3 Required Property Insurance**

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

**§ A.2.3.1.1 Causes of Loss.** Intentionally Deleted.  
*(Indicate below the cause of loss and any applicable sub-limit.)*

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

**§ A.2.3.1.2 Specific Required Coverages.** Intentionally Deleted.  
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

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

**§ A.2.3.1.3** Intentionally Deleted.

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

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

**§ A.2.3.3 Insurance for Existing Structures**  
Intentionally Deleted.

**§ A.2.4 Optional Extended Property Insurance.**

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

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

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

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

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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

- § A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.  
*(Indicate applicable limits of coverage or other conditions in the fill point below.)*
- § A.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

**Coverage**

**Limits**

**ARTICLE A.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, and excess or umbrella coverage, shall be submitted with the final Application for

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Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner, its individual board members, agents, employees, representatives, and consultants, as well as the Architect and its officers, agents, employees and the Architect's Consultants ("Additional Insureds") as an additional insured on all insurance required of the Construction Manager by the Contract Documents, with the exception of the workers' compensation insurance and any professional liability insurance. The certificates of insurance shall also contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Upon the request of Owner, the Construction Manager shall provide the Owner with copies of any insurance policy, with all applicable conditions, definitions, exclusions, and endorsements, as well as declaration pages, as required by the Contract Documents.

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

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause all insurance required of the Construction Manager by the Contract Documents, with the exception of workers' compensation insurance and any professional liability insurance, to include the Additional Insureds as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

### **§ A.3.2 Construction Manager's Required Insurance Coverage**

**§ A.3.2.1** The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the later of (1) the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, or (2) two (2) years after final payment. *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

### **§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000 ) each occurrence, Three Million Dollars (\$ 3,000,000 ) general aggregate, and Three Million Dollars (\$ 3,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury (with employment exclusion deleted) and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 Intentionally Deleted.

**§ A.3.2.2.2** The Construction Manager's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Intentionally Deleted.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- .12 Claims related to sexual abuse.

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

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

**§ A.3.2.5** Workers' Compensation at statutory limits.

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

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

**§ A.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, including asbestos, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Four Million Dollars (\$ 4,000,000 ) per claim and Four Million Dollars (\$ 4,000,000 ) in the aggregate.

**§ A.3.2.11** Intentionally Deleted.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities or Contractor will otherwise use such aircraft, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

**§ A.3.3 Construction Manager's Other Insurance Coverage**

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

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

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

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

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

*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

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

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

- § A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

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

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

**Coverage**

Excess or Umbrella Liability Insurance

**Limits**

\$5,000,000 per occurrence and annual aggregate, which policies shall follow the primary policies in all respects, including non-contributory obligations.

**§ A.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

*(Table deleted)*

The Construction Manager shall furnish a Performance Bond and a Payment Bond to the Owner. The Performance Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, and the Payment Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishings materials in connection with the Contract Documents, including the obligation to pay the prevailing wage. Such bonds shall be on

A.I.A. Document A-312, issued by the American Institute of Architects, or such other document as may be acceptable to Owner, shall name the Owner as an obligee, and shall be issued by a surety satisfactory to the Owner that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company must have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

**§ A.3.4.1** The Construction Manager shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Construction Manager shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

**§ A.3.4.2** The Construction Manager shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

#### **ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

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

**§ A.4.1** Except as otherwise expressly provided in the Contract Documents, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it, or its insurance carrier or any self-insured risk pool of which it is a member, may have against the Construction Manager or any of its employees, agents, consultants, officers and directors.

**§ A.4.2** Notwithstanding any other provision in any Contract Document, the Owner, at its own option, may satisfy its obligation to purchase any insurance required of the Owner through its membership in a self-insured risk pool. The rights of the Owner as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required to be maintained by the Owner.

**§ A.4.3** In addition to providing certificates of insurance as required by the Contract Documents, the Construction Manager shall submit a signed certification with each Request for Payment, stating that all the insurance required of the Construction Manager remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

**§ A.4.4** The Construction Manager shall require that every Contractor and Subcontractor of any tier obtain insurance of the same character and limits as the Construction Manager, except that the Contractor or Subcontractor may provide a minimum of \$2,000,000 in excess umbrella coverage, rather than the higher amount required of Construction Manager. All Contractor and Subcontractor coverage shall name the same additional insureds as the insurance required of the Construction Manager. Before the commencement of any Work by any Contractor Subcontractor of any tier, the Construction Manager shall obtain and furnish the Owner and the Owner's representative, if any, with certificates of insurance evidencing the required insurance and the required additional insureds. The Construction Manager shall also submit a certification, signed by each Contractor Subcontractor of any tier with each Request for Payment, stating that all require insurance is in force for each and every respective Contractor or Subcontractor of any tier. Failure to submit such a certification signed by all Contractors or Subcontractors shall be grounds to withhold payment in full or in part.

**§ A.4.5** All insurance required of the Construction Manager and all Contractors and Subcontractors shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds and not contributing with any other insurance or similar protection available to the additional insureds, whether said other available coverage by primary, contributing or excess. If the additional insureds have other insurance which is applicable to the loss, it shall be deemed to be on an excess or contingent basis. It is the intent of the Parties that all applicable insurance of the Construction Manager be fully and completely exhausted before any Additional Insureds' insurance becomes applicable to the loss.

**§ A.4.6** All insurance required of the Construction Manager and all Contractors and Subcontractors shall provide that any failure to comply with reporting provisions of the policies shall not effect coverage provided to the Owner, its officers, directors, commissioners, officials, employees, consultants, volunteers, or agents.

**§ A.4.7** All insurance required of the Construction Manager and all Contractors and Subcontractors shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**§ A.4.8** Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission. The Construction Manager agrees that the obligation to provide the insurance required by the Contract Documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by the Owner. Construction Manager shall also protect the Owner by specifically incorporating this Section into every Subcontract entered into and also requiring every Contractor or Subcontractor to incorporate this Section into every Subcontract and Sub-subcontract entered into.

**§ A.4.9** Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Construction Manager, Contractors or Subcontractors, or any of their respective insurance carriers. Owner does not, in any way, represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Owner, Construction Manager, Contractors or Subcontractors' interests or liabilities, but are merely minimums. The obligation of the Construction Manager to purchase insurance shall not, in any way, limit its obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss that is not covered by the Construction Manager's insurance.

**§ A.4.10** All insurance coverage shall be provided by insurance companies having a financial strength rating no lower than "A" and a financial size category rating not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.

**§ A.4.11** The insurance requirements of Construction Manager set forth in this Exhibit are minimum contractual obligations and shall not preclude the Owner from accessing insurance limits above said stated minimums.

**EXHIBIT B TO THE A134-2019**

**NORTH SHORE SCHOOL DISTRICT NO. 112  
ASSIGNMENT OF TRADE CONTRACT AGREEMENT**

**Contractor:** \_\_\_\_\_

**Trade Package:** \_\_\_\_\_

**Dollar Amount of Agreement: \$** \_\_\_\_\_

The Board of Education of North Shore School District No. 112 (“School District”), for good and sufficient consideration, receipt of which is hereby acknowledged, hereby assigns to Happ Builders, Inc. (“Construction Manager”), and Construction Manager hereby accepts, all the School District’s rights, obligations and responsibilities to the Contractor (as identified above) as Owner under that certain AIA A101-2017 Agreement, dated \_\_\_\_\_, 2023, for \_\_\_\_\_ [insert trade package information] as delineated in the Bid Documents and. Except as provided herein, this assignment is a total assignment of rights from the School District to Construction Manager. Contractor releases all claims, rights and remedies it has or may have against the School District pertaining to the Agreement. Each signatory hereto represents and warrants that he/she has the necessary corporate authority to bind his/her respective entity to this Assignment. Notwithstanding the above, however, the School District retains the right to reassume all rights and obligations of the Owner under the aforementioned Agreement upon written notification to the Contractor and Construction Manager, in the event Construction Manager ceases to provide services to the School District.

This assignment shall be effective as of \_\_\_\_\_, 2023.

**HAPP BUILDERS, INC.**

**BOARD OF EDUCATION OF  
NORTH SHORE SCHOOL DISTRICT  
NO. 112**

**By:** \_\_\_\_\_  
**Its: Authorized Officer**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its: Secretary**

**ASSIGNMENT AGREED AND  
ACCEPTED BY [NAME OF CONTRACTOR]**

**By:** \_\_\_\_\_  
**Its: Authorized Officer**



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

**for the following PROJECT:**

*(Name and location or address)*

Oak Terrace Elementary School Early Childhood Center Remodel  
240 Prairie Avenue  
Highwood, IL 60040

**THE OWNER:**

*(Name, legal status and address)*

Board of Education of North Shore School District No. 112  
445 Sheridan Road  
Highwood, Illinois 60040

**THE ARCHITECT:**

*(Name, legal status and address)*

GravesDesignGroup  
2231 Trailside Lane  
Wauconda, Illinois 60084

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- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
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- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

**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.

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

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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(1129010257)

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents consist of the Agreement between the Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents also 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, and portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2.

### **§ 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. Where conflicts exist within or between parts of the Contract Documents, or between the Contract Documents and the applicable standards, codes and ordinances, the more stringent, or higher quality or greater quantity requirements shall apply. Large scale drawings take precedence over smaller scaled drawings, figured dimensions over scaled dimensions and noted materials over graphic representations.

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

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

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

§ 1.2.4 In the event discrepancies appear among the Contract Documents, the Contractor shall request in writing an interpretation from the Architect before proceeding with the Work. If the Contractor fails to make such request, the Contractor shall be responsible for correcting any Work performed that is inconsistent with the Contract Documents or the intent of the Contract Documents, as reasonably determined by the Owner.

### § 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. The omission of phrases such as "The Contractor shall" or "conforming to the requirements of" is intentional and shall be considered part of such sentences. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings. Words in singular shall include a plural whenever applicable, or the context so indicates.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, overnight delivery with a nationally recognized provider with proof of delivery or by courier providing proof of delivery. Notice provided under this Section 1.6.2 should be deemed to have been provided upon personal delivery deposit with the U.S. Post Office or deposit with the aforementioned overnight delivery service or courier.

### § 1.7 Digital Data Use and Transmission

The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. If so agreed to by the parties, they will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or another mutually agreeable document, to establish the protocols for the development, use, transmission, and exchange of digital data.

*(Paragraphs deleted)*

## 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. Subject to legal limitations, the Owner shall designate a representative who shall have express authority to bind the Owner with respect to routine 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 Intentionally Deleted.

### § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Intentionally Deleted.

§ 2.2.2 Intentionally Deleted.

§ 2.2.3 Intentionally Deleted.

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

### § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 If requested by the Architect and necessary to complete the Work, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor, however, shall not be entitled to rely on the accuracy of the information furnished by the Owner if the Contractor has information or knowledge to the contrary, or should have known that the information is inaccurate or unreliable.

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

Init.

### § 2.3.6 Intentionally Deleted.

### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or 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.

### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor may, pursuant to Section 9.5.1, be withheld or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Contractor's Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.3.4 The Contractor shall coordinate all portions of the Work with other separate Owner employed contractors, if any.

§ 3.3.5 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.

### § 3.4 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. Unless specifically permitted or required elsewhere in the Contract Documents, all Work shall be performed during regular working hours and the Contractor shall not permit Work to be performed on Saturday, Sunday or legal holidays without the Owner's written consent. The Owner shall not be liable for any overtime without its prior written consent approving such Work.

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

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall be responsible for any damages to property or injuries to persons caused by the failure of the Contractor's employees to comply with any laws, rules or regulations, including the rules, regulations and policies of the Owner.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract Documents 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 faults and 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 shall be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty will not be affected by the specification of any product or procedure, unless the Contractor objects promptly to such product or procedure and advises the Architect of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Inability or refusal of the Subcontractor or supplier responsible for the defective work to correct such work shall not excuse the Contractor from performing under the warranty.

**§ 3.5.2** The Contractor shall furnish maintenance and 24 hour call-back service for the equipment provided by it for a period of 3 months after the date of final completion. This service shall include regular examination of the installation by competent and trained employees of the Contractor, and shall include all necessary adjustments, greasing, oiling, cleaning, supplies and parts to keep the equipment in proper operation except such parts made necessary by misuse, accidents or negligence not caused by the Contractor or any of its Subcontractors.

*(Paragraph deleted)*

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

### **§ 3.6 Taxes**

The Project, as a public work, is exempt from sales, consumer, use and similar taxes. To the extent any sales, use or similar taxes are imposed, the Contractor shall pay such taxes. Contractor and all Subcontractors shall collect and remit Illinois Use Tax on all sales of tangible personal property in accordance with the Illinois *School Code* (105 ILCS 5/10-20.21) and the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*). The payment of this tax shall take place regardless of whether the Contractor or Subcontractor is a retailer maintaining a place of business within this State. The costs of such tax shall be borne solely by the Contractor or Subcontractor and Contractor shall not be reimbursed or paid for any taxes unnecessarily paid by the Contractor when not required due to Owner's tax exempt status.

### **§ 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 all building permits as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall

promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

### **§ 3.8 Allowances**

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

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

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

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work and shall supervise the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications shall be confirmed on written request. Failure of the Contractor to supervise the job properly as determined by the Architect and/or the Owner shall be deemed a default under the Contract Documents.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. If the Owner or Architect objects to the proposed superintendent, the Contractor shall tender another individual to the Owner through the Architect in accordance with this Section.

**§ 3.9.3** The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's critical path construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Owner's or Architect's silence to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet those limits, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting those time limits. Similarly,

the Architect's or Owner's silence to a Contractor's schedule showing performance in advance of such time limits shall not create or imply any rights in favor of the Contractor for performance in advance of such time limits.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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 accordance with the most recent schedules submitted to the Owner and Architect.

**§ 3.10.4** The Contractor shall prepare at least monthly a schedule summary report in a form and of sufficient detail and character as approved by the Owner. The report, at a minimum, shall specify whether the Project is on schedule, and if not, the reasons therefore, and all options to get the Project back on schedule, as well as a listing and status of all Change Order requests, bulletins, modifications, etc. The Contractor shall also prepare a report not later than thirty (30) calendar days after the Contract is awarded, which shall include a complete list of suppliers, items to be purchased from the suppliers or fabricators, time required for fabrication and the scheduled delivery dates for each item. As soon as available, copies of purchase orders shall be furnished to the Owner. The Contractor shall hold weekly progress meetings at the Job Site, or at such other time and frequency as are acceptable to the Owner. Progress of the Work shall be reported in detail with reference to construction schedules. Each interested Subcontractor shall have present a competent representative to report the condition of its Work and to receive information.

### **§ 3.11 Documents and Samples at the Site**

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

**§ 3.11.2** All concealed Work, particularly concealed piping and conduit, and deviations from conditions shown on the Contract Drawings, shall be shown with dimensions on the as-built drawings. The Contractor shall develop layout drawings for all concealed work that is schematically indicated on Contract Drawings.

**§ 3.11.3** The Contractor and its Subcontractors shall maintain an accurate record of deviations and changes from the Contract Documents which occur in the Work; shall indicate all such deviations and changes on the Contract Documents and shall turn over to the Architect upon completion of the Work all such documents and information, such as final shop drawings and sketches, marked prints and similar data indicating the as-built conditions. Plumbing, HVAC and Electrical Contractors shall record all changes and deviations in their Work from what appears on the Contract Documents. The cost of recording and documenting the changes or deviations shall be included in the contract price for the respective work. The as-built documents and files shall be delivered by the Contractor to the Architect prior to the final acceptance of the Project and issuance of final payment.

**§ 3.11.4** The Contractor shall cause each mechanical and electrical contractor to provide the Contractor with the three (3) copies of all operating manuals at the time of delivery of each major piece of equipment.

### **§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

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

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

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents, unless it knows or has reason to know that such criteria is inaccurate or incomplete. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of

checking for conformance with information given and the design concept expressed in the Contract Documents. If certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Contractor shall provide the person or party providing the certification with full information on the relevant performance requirements and on the conditions under which the materials, systems, or equipment will be expected to operate at the Project site. The certification shall be based on performance under the operating conditions at the Project site. The Owner and Architect shall be entitled to rely upon the adequacy, accuracy and completeness of such services, certifications and approvals.

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

**§ 3.12.11** After the award of the Contract, a request by the Contractor for a substitution of materials or equipment in place of those specified in the Contract Documents will be considered only under one or more of the following conditions:

- (a) Required for compliance with interpretation of code requirements or insurance regulations then existing;
- (b) Unavailability of specified products, through no fault of the Contractor;
- (c) Subsequent information discloses inability of specified products to perform properly as required;
- (d) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; or
- (e) When it is clearly seen, in the judgment of the Architect, that a substitution would be substantially to the Owner's best interests, in terms of cost, time, or other consideration.

Substitution requests shall be written, timely and accompanied by adequate technical and cost data. Requests shall include a complete description of the proposed substitutions, name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation by the Architect.

### **§ 3.13 Use of Site**

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

**§ 3.13.2** Contractor acknowledges that students may be present in the building during construction and that Contractor, subcontractors and their employees and agents, shall not enter portions of the building where students are present without Owner authorization.

### **§ 3.14 Cutting and Patching**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

**§ 3.14.3** Only trades persons skilled and experienced in cutting and patching shall perform such work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract, on a daily basis. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe or should know 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 in writing.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor waives any right of contribution against and shall indemnify and hold harmless the Owner, the Owner's Representative (if any), the Architect, and each of their board members, agents, consultants and employees from and against all liabilities, claims, damages, losses, causes of action, suits, judgments and expenses (including but not limited to personal injury, property damage (real and personal) and loss of use of property), including but not limited to attorneys' fees and the costs of litigation (including, but not limited to, filing fees, expert witness fees and court reporter fees), arising out of, relating to, resulting from or in connection with (1) any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed any of by them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or (2) any breach of the Contract Documents. Such obligations shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity or contribution that would otherwise exist as to any party or person described in the Contract Documents.

§ 3.18.2 In any and all claims by an employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligations in the Contract Documents shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts, or other employee benefit acts. Contractor and every Subcontractor agree to assume the entire liability for all personal injury claims suffered by their own employees allegedly injured on the Project and waive any limitation of liability defense based on workers' compensation acts, or interpretations thereof, against claims by Owner for indemnification or contribution, and further agree to indemnify and defend the Indemnitees from and against all such claims, damages, losses and expenses, including reasonable attorneys' fees, that the Indemnitee's may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee's own negligence, and further agree to pay any contribution appropriate for Contractor's and Subcontractors' own negligence. Contractor shall ensure that this provision is inserted in every contract between Contractor and Subcontractors. If such provision is not contained within a Subcontractor contract, or if a Subcontractor's insurance does not cover or is insufficient to pay such claims, Contractor shall assume all Subcontractor liability for such indemnification of or contribution to Owner.

§ 3.18.3 "Claims, damages, losses and expenses" as these words are used in the Contract Documents shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees, court costs, expert witness fees and costs incurred in defense of the claim or in bringing an action to enforce the provisions of this Indemnity or any other indemnity contained in the Contract Documents; and (3) all costs, expenses, lost time, opportunity cost, etc. incurred by the party being indemnified or its employees, agents or consultants.

§ 3.18.4 Contractor's indemnity obligations shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Indemnitees under federal or state law or the law of other governmental bodies having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and

requirements of governing authorities due to Contractor's or Contractor's employees' method of execution of the Work.

**§ 3.18.5** To the extent prohibited by the *Construction Contract Indemnification for Negligence Act*, 740 ILCS 35/1, the indemnification obligations of Contractor under the Contract Documents shall not extend to the liability of Owner, or the Architect, or their agents, consultants or employees, arising out of their own negligence.

**§ 3.18.6** If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect, or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or council which regulate or distinguish what activities shall not be included in the Work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Architect may require that other material or equipment of equal kind and quality be provided by the Contractor at no additional cost to the Owner.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and Architect. Consent shall not be unreasonably withheld.

### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### **§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. Notwithstanding anything in the Contract Documents to the contrary, the Owner may communicate directly with any party directly or indirectly involved in the Project, including, but not limited to, subcontractors, suppliers, sureties and lenders.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site.

§ 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.

§ 4.2.13 Intentionally Deleted.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 All Subcontracts shall be in writing, and shall be assignable by the Contractor to the Owner. 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 capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected without 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 that the Contractor, by these Contract Documents, assumes toward the Owner and Architect.

§ 5.3.1 Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 The Contractor shall be responsible for any and all Subcontractors working under it and shall carry insurance for all Subcontractors or ensure that they are carrying it themselves so as to relieve the Owner and Architect for any liability.

## § 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.

§ 5.4.2 Intentionally Deleted.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Intentionally Deleted.

### **§ 6.2 Mutual Responsibility**

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not discoverable.

§ 6.2.3 The Contractor shall indemnify and hold harmless the Owner and Architect against all claims caused by delays, improperly timed activities or defective construction the fault of the Contractor subject to any liquidated damages provisions between Owner and Contractor that may be set forth in the Contract Documents. Should the Contractor cause damage to the Work or property of any Separate Contractor on the Project or other Work on the site, the Contractor shall, upon due notice from the damaged party, settle with other Contractors by agreement. If any party sues the Owner and/or Architect on account of any injury caused by the Contractor, including, but not limited to, damage to property or person or monetary damages due to defects or errors in the Work or timing or coordination of the Work, then the Owner and/or Architect shall notify the responsible Contractor who shall defend such proceedings, and, if any judgment or award against the Owner and/or Architect arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner and/or Architect for all attorneys' fees and court costs incurred.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate all costs and expenses associated with such clean-up.

## 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 or the Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 As required by *The Criminal Code of 2012*, Section 33E *Public Contracts* (720 ILCS 5/33E-9), any changes which authorize or necessitate an increase or decrease in either the cost of the contract by \$25,000 or more of the time of completion of the Work by 180 days or more may only be made upon the written authorization of the Owner and only upon the written determination of the Owner that:

- .1 the circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or
- .2 the change is germane to the original contract as signed; or
- .3 the change order is in the best interest of the School District and is authorized by law.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing

the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

Overtime when specifically authorized by the Owner shall be paid for by the Owner on the basis of a premium payment only, plus the cost of insurance and taxes based on the premium payment. Overhead and profit will not be paid by the Owner for overtime. Contractor shall submit a detailed, itemized breakdown of quantities and unit costs, including overhead and profit as separate items with response to request for price.

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

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor reasonably believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect in writing detailing such effects and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior written notice to the Architect that such change will affect the

Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## **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 the Contract Documents.

**§ 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

### **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, Owner's employees, any separate contractor employed by the Owner by changes ordered in the Work (which changes do not result, in whole or in part, from neglect of the Contractor, its agents or employees or subcontractors), regional labor disputes as they affect the Work that cannot be resolved by the Contractor agreeing to the wages, hours and working conditions as they have been established as the pattern settlement with respect to the said dispute, fire which does not result from any willful or negligent act of the Contractor, any subcontractors or any of their respective agents or employees, an unusual delay in transportation that could not have been prevented by the Contractor's planning or adequate investigation of conditions, unusually severe weather conditions not reasonably anticipated, or delay authorized by the Owner, the date of Substantial Completion shall be extended by Change Order for such reasonable time as the Architect shall 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. The criteria on which the term "unusually severe weather" shall be based is the normal average amount of precipitation received in the project area, as recorded over a period of the last five (5) years at the local area United States Weather Station. Any extension of time due to unusually severe weather must be requested by the Contractor on the basis of documented records of the actual precipitation for a minimum periods of three (3) months time, compared with the normal average for the area. Also, the criteria shall include the number of excessive precipitation days over the same period and whether or not the Contractor's force worked on said days or any stage of construction was affected.

**§ 8.3.1.1** Where a delay occurs which is beyond the Contractor's control, the Contractor has an affirmative duty 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.

**§ 8.3.1.2** The Contractor shall not be entitled to recover from the Owner, and hereby waives all rights which it or its Subcontractors or any other person may otherwise have to recover, any costs, expenses and damages of any nature which it or its Subcontractors or any other person, may suffer by reason of delay in the performance of the Work or any portion thereof for any reason, the extension of Contract Time granted herein being the Contractor's sole and exclusive remedy.

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§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Intentionally Deleted.

§ 8.3.4 The date of final completion of the Work is the date of the Owner's written acceptance of the Architect's final Certificate for Payment or the Owner's issuance of final payment, whichever occurs first.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

### **§ 9.2 Schedule of Values**

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

### **§ 9.3 Applications for Payment**

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The Contractor's Application for Payment shall be made monthly.

§ 9.3.1.4 The Contractor must submit all payment requests to the Architect for all Work completed during the previous time period. Requests submitted late will not be processed until the following month.

§ 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 Contractor must submit evidence satisfactory to the Owner to substantiate the amounts requested on the Application for Payment for materials

or equipment stored on or off 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 an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

**§ 9.3.4** Each partial payment request shall be made monthly and Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work less the aggregate of previous payments in each case. This percentage of retainage shall be maintained until the date of Substantial Completion at which time the Owner may reduce the percentage retainage until the date of final completion. The Owner reserves the right to reduce retainage prior to Substantial Completion.

**§ 9.3.5** If the Owner reduces retainage, either before or after the date of Substantial Completion, the Owner may, upon giving ten (10) days notice in writing to the Contractor, reinstate the full contract retainage and restore the retention to the basis established in Section 9.3.4 if the manner of completion of the Work and its progress do not remain satisfactory to the Owner, or if any surety of Contractor withholds its consent.

**§ 9.3.6** "A Sworn Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Owner to determine Contractor's right to payment and compliance with the Illinois *Mechanic's Lien Law*. Each payment request shall include executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. In the event that the Owner is satisfied with Contractor's payment procedures, the Owner may accept partial waivers of lien of Subcontractors and suppliers who were included in the immediate preceding payment. The Contractor shall submit waivers on a current basis, but the Owner may allow Subcontractors and suppliers to be not more than one payment late with their partial waivers.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 9.4.3** Notwithstanding any other provision in any Contract Document, the Owner shall not, in any manner, be deemed or intended to have waived any claim by making a final payment or progress payment of any amount.

#### **§ 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

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made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, and has been approved by the Owner, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum in a form and by a surety acceptable to Owner, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. Contractor, upon demand of the Owner and at Contractor's sole cost and expense, shall promptly obtain a payment bond, irrevocable letter of audit or similar product, in the amount of the lien or in such other amount required by the Owner, to promptly release such lien. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§ 9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect, 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents. Notwithstanding the foregoing, where there exists a bona fide dispute between Owner and Contractor, Contractor must continue to work if the money in dispute is held in escrow by Owner until the dispute is resolved.

### **§ 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 ("Punch-List"). Failure to include an item on the Punch-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 Punch-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 Punch-List, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the Punch-List accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner may make payment of retainage applying to the Work or designated portion thereof. Such payment shall be

adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. With respect to Work enumerated on the Punch List, the guarantee or warranty period shall start at the time of subsequent acceptance of this Work in writing by Owner.

**§ 9.8.6** The Contractor shall complete all items on the Punch-List, in accordance with the Contract Documents, prior to the Architect's final inspection. The Contractor shall be responsible for all costs incurred by the Owner resulting from multiple inspections by the Architect or any other consultant of the Owner, to ascertain Substantial Completion or final completion. Said costs may be withheld by the Owner from any funds due the Contractor. If the funds due the Contractor are insufficient to cover the costs incurred by the Owner, the Contractor shall promptly pay the Owner for such costs upon demand. The Contractor shall be responsible for all costs incurred by the Owner, including attorneys' fees, in exercising its' rights under this Section.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a Punch-List to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (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 reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4

*(Paragraphs deleted)*  
Intentionally Deleted.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

**§ 10.2 Safety of Persons and Property**

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.7.1 The Contractor, prior to commencing the Work, shall submit to the Architect, in writing, a statement certifying that it is familiar with the Manual of Accident Prevention in Construction by the Associated General Contractors of America, current edition, and further that the Contractor will maintain at the Project a copy of said publication and will strictly enforce the applicable requirements of same. Contractor will also state the name of the Contractor's Safety Engineer who will also be responsible for enforcing all Safety Requirements.

§ 10.2.7.2 The Contractor and any Subcontractors shall at all times maintain safe ingress and egress to all areas of the site where Work is being performed.

§ 10.2.7.3 The Contractor must ensure that all existing buildings are maintained in "weather tight" conditions and protect all existing buildings from water infiltration due to improper drainage throughout the construction phase. In addition, the Contractor must repair any damage caused by a failure to keep the existing buildings in a weather tight condition as required in this section.

§ 10.2.7.4 The Contractor must ensure that it does not interfere with the operation of or power to any sump pump or ejector pumps at the site. Contractor must repair any damage caused by its interference with the operation of the sump pump or ejector pump.

#### § 10.2.8 Injury or Damage to Person or Property

The Contractor shall notify Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence that might give rise to such a claim, promptly upon obtaining the first knowledge of same. The notice shall be in writing and shall provide sufficient detail for the Owner to investigate the incident or claim.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable actual additional costs of shutdown, delay, and start-up.

§ 10.3.3 Intentionally Deleted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 10.3.6 Intentionally Deleted.

#### § 10.4 Emergencies

§ 10.4.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's reasonable 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.

§ 10.4.2 In an emergency affecting the safety of persons or property of any of the Owner's facilities or Owner's occupied portions of the Work, the Owner may take such actions as are necessary, without prior notices to the Contractor, to protect and preserve the Owner's interests. If the emergency is attributable, in whole or in part, to any action or inaction of the Contractor, or any of its subcontractors, the Contractor shall be liable for all costs and expenses, including professional fees, incurred by the Owner in remediating such emergency and such costs and expenses may be, at the owner's option, deducted from the Contractor's Contract Sum.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. To the fullest extent permitted by law, the Contractor shall cause all insurance required of the Contractor by the Contract Documents, with the sole exception of workers compensation insurance and any professional liability insurance, to include the Owner, its individual board members, agents, employees, representatives, and consultants, as well as the Architect and its officers, agents, employees and the Architect's Consultants, as additional insureds.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within ten (10) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor and all costs and expenses of any kind incurred by the Owner as a result of such stop in the work shall be the responsibility of the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

#### § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner is obligated to purchase property insurance pursuant to Section A.2.3 of the AIA Document A101-2017 Exhibit A, as amended by Owner or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner (as applicable), and does not intend to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or

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neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Intentionally Deleted.

**§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by the builder's risk policy obtained for the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. The waiver of subrogation in this Section 11.3.1 shall only apply to the builder's risk policy obtained pursuant to Section A.2.3 of AIA Document A101-2017 Exhibit A (as amended by Owner) or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner, if any, and shall not apply to any other insurance of the Owner whatsoever. Moreover, the waiver of subrogation contained in this Section 11.3.1 shall not be a waiver of any indemnification rights of any Indemnitee nor shall it in any way whatsoever affect any rights of indemnification of any Indemnitee.

**§ 11.3.2** Intentionally Deleted.

**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property covered by any builder's risk policy obtained by the Owner pursuant to Section A.2.3 of AIA Document A101-2017 Exhibit A (as amended by Owner) or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner, if any, due to fire or other hazards however caused.

**§ 11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A builder's risk policy loss insured under the property insurance required to be obtained by the Owner pursuant to Section A.2.3 of AIA Document A101-2017 Exhibit A (as amended by Owner) or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner, if any, shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 5 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, all costs, fees, and expenses of uncovering the Work, including but not limited to testing fees, and the cost of correction, shall be at the Contractor's expense.

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so.

**§ 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** In the case of any Work performed in correcting defects pursuant to the guarantees provided or referred to by this Article 12, the guarantee period specified or referenced to by Article 12 shall begin anew from the date of completion of such Work.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

### § 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 herein or elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing or as specifically provided in the Contract Documents.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including, but not limited to, those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. Notwithstanding any other term or provision in this Article 13 to the contrary, in the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, then the Contractor shall remedy such defects and shall bear all costs, fees and expenses associated with such testing and, if necessary, all of the costs and expenses associated with such testing which is related to determining whether such defects have been properly remedied.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest as permitted under the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .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.
- .4 Intentionally Deleted.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' 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 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of a breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. The Contractor shall only be compensated for work completed in accordance with the Contract Documents, less any costs, fees or expenses incurred by the Owner as a result of Owner's termination for cause.

§ 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 Time shall be adjusted for increases in the time caused by suspension under Section 14.3.1. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .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; and
- .4 place no further orders and enter into no further Subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- .5 terminate all Subcontracts and orders to the extent they relate to the work terminated unless Owner opts to take assignment under Section 5.4;
- .6 proceed to complete the performance of Work not terminated; and
- .7 take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. Allowance shall be made for payments previously made to the Contractor for the terminated portion of the Work, and claims that the Owner has against the Contractor under the Contract.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, within the period specified by applicable law.

### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the Owner 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 the Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. The Architect may give notice of claims to Contractor on behalf of Owner. The time limit set forth in this Section shall not apply to Claims by Owner.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 15.1.7 Waiver of Claims for Consequential Damages

*(Paragraphs deleted)*  
Intentionally Deleted.

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The 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 litigation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may initiate litigation without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data

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from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, (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, or (6) issue a notice to the parties that the Initial Decision Maker is extending the time for rendering an initial decision by ten days.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, 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, if agreeable by the parties, and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 Intentionally Deleted.

§ 15.2.6.1 Intentionally 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.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution, if mutually agreed by the Parties.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

### ARTICLE 16 NON DISCRIMINATION

§ 16.1 NON-DISCRIMINATION The Contractor 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 Contractor 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 1201 *et seq.*, and rules and regulations promulgated thereunder.

The following provisions are included herein pursuant to the requirement of the regulations of the Illinois Department of Human Rights Title 44, Part 750, of the Illinois Administrative Code and contractor shall be required to comply with these provisions only if and to the extent that they are applicable under the law.

As required by Illinois law, in the event of the Contractor'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 Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois *Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.

E. That it will submit reports as required by the Department's Rules, 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.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois *Human Rights Act* and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## **ARTICLE 17 OTHER STATUTORY REQUIREMENTS**

**§ 17.1 PREVAILING WAGES.** All laborers, workers and mechanics performing Work under the Contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor, and that Contractor and all Subcontractors shall in all other respects comply with the *Prevailing Wage Act* in carrying out Work under the Contract. If, during the course of Work under this Contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website. Revisions to the prevailing wage as set forth above shall not result in an increase in the

Contract Sum. To the extent required by law, each Contractor and Subcontractor shall submit, on a monthly basis, a certified payroll to the Owner, evidencing the Contractor's and Subcontractor's compliance with the Prevailing Wage Act. Further all bonds required of the Contractor shall contain a provision as will guarantee the faithful performance of this prevailing wage clause.

§ 17.2 The *Public Works Preference Act* (30 ILCS 560/0.01 *et seq.*), the *Employment of Illinois Workers on Public Works Act* (30 ILCS 570/0.01 *et seq.*), and the *Steel Products Procurement Act*, 30 ILCS 565/1 *et seq.*, shall prevail on this project to the extent such Acts are applicable and enforceable.

§ 17.3 Bidding Eligibility Certification. By submitting a bid, the Contractor certifies that the Contractor is not barred from bidding on the Contract under the bidding procedures set forth in Section 10-20.21 of the *School Code* (105 ILCS 5/10-20.21) as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the *Criminal Code of 1961*, (720 ILCS 5/33E) or by any other law or regulation. The Contractor acknowledges that the Owner may declare the contract bid void if it determines the foregoing certification to be false.

§ 17.4 Criminal Background Checks and Contractor Certification. The Contractor represents and warrants that none of its employees or those of any of its Subcontractors performing Work at the site are prohibited by law from being present on school and/or public property. The Owner reserves the right to direct the Contractor, at any time during the Project, to immediately obtain criminal background investigations of any of Contractor's or Subcontractor's employees who are or will be performing work in or around a building when students are or will be present to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS 5/10-21.9. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no cost to Owner, by change order or otherwise. The Owner will notify the Contractor if the Owner determines that any individual is not eligible to be present on the Owner's property in connection with the Project. Due to restrictions on disclosure of background check information, the Owner may not specify to Contractor the reasons for a determination of ineligibility. Furthermore, to the extent required by 105 ILCS 5/24-5 or any other law, rule or regulation, Contractor shall provide to the Owner, at Contractor's expense, evidence of Contractor's employees' physical fitness to perform their duties and freedom from communicable disease.

§ 17.5 Presence of Child Sex Offenders and Disruptive Persons On School Property. Contractor acknowledges that, pursuant to the Illinois *Criminal Code* (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. Contractor shall ensure that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify Contractor if they have been convicted of a sex offense restricting their presence on school property. Contractor will then provide appropriate and immediate notification to Owner. Owner reserves the right to request the removal from the Project of any person, including, but not limited to, employees of Contractor and Subcontractors, who engage in conduct in violation of the law or Board of Education Policy or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the Contractor or Subcontractor.

§ 17.6 Gambling, Alcohol and Tobacco Use Prohibited. In accordance with State and Federal law and Board of Education policy, the use of alcohol and any tobacco and engaging in gambling activity products on school property are prohibited.

§ 17.7 Drug Free Workplace Certification. By submitting a bid, Contractor certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*) by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

#### **ARTICLE 18 ADDITIONAL PROVISIONS**

**§ 18.1** Exercise of Due Care. Contractor acknowledges that students may be present in the building and in the area during construction. Contractor will exercise due care and appropriate conduct, and will direct and ensure that all trade and Subcontractors exercise due care and appropriate conduct, in carrying on activities on the Project in order to prevent injury to students.

**§ 18.2** Determinations in Award of Bid. Contractor agrees that the determination of the lowest responsible bidder, issues of contractor compliance with bid specifications and other Contract Document requirements, as well as material variances from and waiver of such requirements, in the award of bids on this Project shall be in the sole and absolute discretion of the Owner. Further, Contractor agrees that, should it choose to challenge such a determination by Owner, Contractor shall bear all Owner costs and attorneys fees relating to defense of such challenge.

**§ 18.3 THIRD PARTY BENEFICIARY. THESE GENERAL CONDITIONS SHALL ONLY BIND THOSE PARTIES THAT ARE IN DIRECT PRIVACY WITH EACH OTHER AND HAVE MADE THESE GENERAL CONDITIONS A PART OF THEIR CONTRACT. NO PARTY MAY RELY UPON THE TERMS AND CONDITIONS HEREIN OR MAY AVAIL ITSELF OF ANY OF THE TERMS OR CONDITIONS CONTAINED HEREIN UNLESS THE AFOREMENTIONED IS TRUE. ALL TERMS AND CONDITIONS IN THESE GENERAL CONDITIONS ARE FOR THE SOLE BENEFIT OF THE PARTIES HERETO; NONE OF THE TERMS AND CONDITIONS CONTAINED HEREIN ARE INTENDED TO BENEFIT ANY THIRD PARTY, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, THE PAYMENT AND COMPLETION PROVISIONS IN ARTICLE 9. WITHOUT LIMITING THE FOREGOING, PROVISIONS IN THESE GENERAL CONDITIONS THAT REFERENCE SUBCONTRACTORS, SUPPLIERS OR OTHER THIRD-PARTIES ARE NOT FOR THEIR BENEFIT WHATSOEVER AND MAY NOT BE RELIED UPON BY SUCH PARTIES.**

**§ 18.4** The Owner is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Contractor to the Owner may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Owner withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a Freedom of Information Act request, the Contractor must notify the Owner of such request at the time such information is submitted to the Owner, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Owner will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with

Section 7(1)(g), the Owner reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Owner, the Contractor agrees to cooperate with the Owner, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Owner that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Owner.



Board of Education

North Shore School District 112  
Highland Park, Illinois

April 11, 2023

To the Board of Education:

We present for your approval for payment the following vendor disbursements:

EDUCATION FUND:	\$ 1,091,419.08
FOOD SERVICES:	\$ 46,282.02
OPERATIONS & MAINTENANCE:	\$ 897,280.05
DEBT SERVICE (BOND)	\$ 475.00
TRANSPORTATION FUND:	\$ 476,538.73
SECURITY 2022 REF:	\$ 562,944.25
EDGEWOOD CONSTRUCTION ACCOUNT:	\$ 352,258.81
INDIAN TRAIL 2022 REF:	\$ 112,815.89
RAVINIA 2022 REF:	\$ 158,985.13
CENT. KITCHEN 2022:	\$ 41,652.01
ACTIVITY FUND:	\$ 7,380.24
TOTAL	\$ 3,748,031.21

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
1025755	8X8 INC	04/11/2023	3797307	TELEPHONE VOIP SYSTEM	5552300023	12,071.29	12,071.29
10E200	2220 3000 42 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		12,071.29	
1025756	Vendor Continued Void	04/11/2023					0.00
1025757	AAA LOCK & KEY***	04/11/2023	582586	AAA LOCK AND KEY BPO	2502300015	555.00	5,292.25
20E200	2540 3210 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		555.00	
			582587	AAA LOCK AND KEY BPO	2502300015	50.00	
20E200	2540 3210 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		50.00	
			582596	AAA LOCK AND KEY BPO	2502300015	1,360.00	
20E200	2540 3210 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		1,360.00	
			582597	AAA LOCK AND KEY BPO	2502300015	169.25	
20E200	2540 3210 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		169.25	
			582598	AAA LOCK AND KEY BPO	2502300015	548.00	
20E200	2540 3210 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		548.00	
			582599	AAA LOCK AND KEY BPO	2502300015	1,260.00	
20E200	2540 3210 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		1,260.00	
			582601	AAA LOCK AND KEY BPO	2502300015	1,350.00	
20E200	2540 3210 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		1,350.00	
1025758	ABM BUILDING VALUE	04/11/2023	1148038	ABM CUSTODIAL SERVICES FOR THE MONTH OF JANUARY 2023 INV# 1148038, AND THE MONTH OF FEBRUARY 2023 INV#1149596 OK TO PAY	2202300729	144,124.39	288,248.78
20E200	2540 3000 41 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		144,124.39	
			1149596	ABM CUSTODIAL SERVICES FOR THE MONTH OF JANUARY 2023 INV# 1148038, AND THE MONTH OF FEBRUARY 2023 INV#1149596	2202300729	144,124.39	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				OK TO PAY			
20E200	2540 3000 41 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		144,124.39	
1025759	ACCURATE BIOMETRICS	04/11/2023	388112303	CRIMINAL BACKGROUND CHECK/SCHROEDER	2002300048	650.00	650.00
10E200	2642 3102 38 000000			EDUCATION FUND/DISTRICT WIDE/PERSONNEL/CRIMINAL BACKGRO		650.00	
1025760	ACTIVE INTERNET TECHNOLOGIES	04/11/2023	INV046261	PURCHASED SERVICES/GLENN	2602300013	291.31	291.31
10E200	2630 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/INFORMATION SERVICES/PURCH		291.31	
1025761	ALLIED 100, LLC	04/11/2023	INV3075079	HEALTH SUPPLIES - ADULT AED PADS / CARTRIDGES (2 PER EACH AED) - PER QUOTE #Q1010931 - SEPT 2022	2122300089	3,115.14	3,115.14
10E200	2130 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/HEALTH SERVICES/SUPPLIES A		3,115.14	
1025762	THOMAS ALTER	04/11/2023	02142023	PAYMENT NEEDED FOR REFEREE FROM SOCCER SEASON/JM/NW	602300182	480.00	480.00
10E060	1100 4000 50 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND		480.00	
1025763	AMALGAMATED BANK OF CHICAGO	04/11/2023	1856920000	3/1/23-2/29/24 ADMINISTRATIVE FEE	2502300229	475.00	475.00
30E200	5900 3000 00 000000			DEBT SERVICE (Bond & Interest)/DISTRICT WIDE/BONDS-FEES		475.00	
1025764	Vendor Continued Void	04/11/2023					0.00
1025765	Vendor Continued Void	04/11/2023					0.00
1025766	Vendor Continued Void	04/11/2023					0.00
1025767	Vendor Continued Void	04/11/2023					0.00
1025768	Vendor Continued Void	04/11/2023					0.00
1025769	Vendor Continued Void	04/11/2023					0.00
1025770	Vendor Continued Void	04/11/2023					0.00
1025771	Vendor Continued Void	04/11/2023					0.00
1025772	Vendor Continued Void	04/11/2023					0.00
1025773	Vendor Continued Void	04/11/2023					0.00
1025774	Vendor Continued Void	04/11/2023					0.00
1025775	Vendor Continued Void	04/11/2023					0.00
1025776	Vendor Continued Void	04/11/2023					0.00
1025777	Vendor Continued Void	04/11/2023					0.00
1025778	Vendor Continued Void	04/11/2023					0.00
1025779	Vendor Continued Void	04/11/2023					0.00
1025780	Vendor Continued Void	04/11/2023					0.00
1025781	AMAZON	04/11/2023	114W-KWJV-6P66	2022-2023 - SUPPLIES AND	2102300277	170.59	14,023.30

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
10E200	2210 4000 35 000000			MATERIALS - PD EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		170.59	
			11CD-JVJW-4KPN	CLASSROOM ORDER FOR COCHRANE/KC/NW	602300186	59.97	
10E060	1100 4000 50 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND		59.97	
			11CR-FGLP-DYXK	RECHARGEABLE BATTERIES FOR MUSICAL TECH CREW/KD/NW	602300175	126.96	
10E060	1100 4000 50 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND		126.96	
			11LG-WMDP-19T3	2022-2023 - SUPPLIES AND MATERIALS - CMA	2102300271	30.27	
10E200	2210 4000 55 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		30.27	
			11VQ-VVGL-6LW7	2022-2023 - SUPPLIES AND MATERIALS - CMA	2102300270	76.93	
10E200	2210 4000 55 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		76.93	
			13MX-RTJ4-44RQ	AMAZON/OFFICE/WT	1102300067	70.81	
10E110	1100 4000 50 000000			EDUCATION FUND/WAYNE THOMAS/REGULAR PROGRAMS/SUPPLIES A		70.81	
			13T9-JQYH-13NT	AMAZON/MILITARY MONTH/WT	1102300071	47.16	
10E200	1100 3000 38 192006			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		47.16	
			1437-TQTN-LWVG	GENERAL SUPPLIES/LARIVIERE	2002300043	60.49	
10E200	2642 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/PERSONNEL/SUPPLIES AND MAT		60.49	
			14V9-V6VG-CG26	HOMELESS STUDENT AT SW	2122300253	19.98	
10E200	2900 4000 50 430000			EDUCATION FUND/DISTRICT WIDE/OTHER SUPPORT SERVICES/SUP		19.98	
			14YK-JT6M-KVGD	CLASSROOM SUPPLIES	902300089	11.03	
10E090	1100 4000 50 000000			EDUCATION FUND/RED OAK/REGULAR PROGRAMS/SUPPLIES AND MA		11.03	
			14YP-6V3F-H14T	CLASSROOM ORDER FOR CUNNINGHAM/CC/NW	602300168	56.21	
10E060	1100 4000 50 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND		56.21	
			167G-F1P6-DR3M	2022-2023- SUPPLIES AND	2102300287	27.98	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
10E200	2210 4000 55 000000			MATERIALS - CMA EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		27.98	
			16HR-KP4T-7TLG	2022-2023 - SUPPLIES AND	2102300285	599.35	
10E200	2210 4000 35 000000			MATERIALS - PD EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		599.35	
			16JK-GC1H-4M46	BOOKS NEEDED FOR TEACHERS PER	602300167	92.45	
10E060	1100 3000 35 000000			KAPLAN/WK/NW EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/PURCHASED SER		92.45	
			16TD-TXRM-HNJX	STUDENT SERVICES SUPPLIES	2122300374	91.12	
10E200	2190 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/STUDENT SERVICES/SUPPLIES		91.12	
			1916-KN7V-4RH4	2022-2023 - SUPPLIES AND	2102300258	101.62	
10E200	2210 4000 35 000000			MATERIALS - PD EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		101.62	
			194W-VWTG-FTPF	TUTORING/OT	702300097	253.55	
10E070	1100 4000 50 000000			EDUCATION FUND/OAK TERRACE/REGULAR PROGRAMS/SUPPLIES AN		253.55	
			194W-VWTG-HWYK	AMAZON/STAFF/WT	1102300068	134.83	
10E110	1100 4000 53 000000			EDUCATION FUND/WAYNE THOMAS/REGULAR PROGRAMS/SUPPLIES A		134.83	
			19MM-D41C-77MG	2022-2023 - SUPPLIES AND	2102300279	46.13	
10E200	2210 4000 35 000000			MATERIALS - PD EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		46.13	
			19VP-KN6M-X1J6	STUDENT SUPPLIES FOR BR	2122300252	64.99	
10E200	1200 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M		64.99	
			19XJ-7416-JVFK	SUPPLY NEEDED FOR MUSIC CLASS/AH/NW	602300166	91.90	
10E060	1100 4000 50 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND		91.90	
			1CHG-V3T4-HVVQ	BOOK FOR KS AND EC	2122300243	89.90	
10E200	2190 3000 35 000000			EDUCATION FUND/DISTRICT WIDE/STUDENT SERVICES/PURCHASED		89.90	
			1CRQ-6MKK-1YXD	2022-2023 - SUPPLIES AND	2102300259	240.92	
10E200	2210 4000 55 000000			MATERIALS - CMA EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		240.92	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
			1CTF-9TNM-G3MQ	2022-2023 - SUPPLIES AND MATERIALS - CMA	2102300271	10.91	
10E200	2210 4000 55 000000		EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN			10.91	
			1DDF-M9W9-1RVX	2022-2023 - SUPPLIES AND MATERIALS - CMA	2102300260	116.69	
10E200	2210 4000 55 000000		EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN			116.69	
			1DPH-CVCC-9639	2022-2023 - SUPPLIES AND MATERIALS - FOUNDATION GRANT	2102300282	6.99	
10E200	1100 4000 50 192004		EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/SUPPLIES			6.99	
			1FMP-P7GJ-46R9	2022-2023 - SUPPLIES AND MATERIALS - PD	2102300261	46.13	
10E200	2210 4000 35 000000		EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN			46.13	
			1FND-LVWQ-1677	SPECIAL ED STUDENT SUPPLIES	2122300347	74.12	
10E200	1200 4000 50 000000		EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M			74.12	
			1FPK-MR1N-KD4Q	ITEMS NEEDED FOR A LAB FOR SCIENCE/CC/NW	602300151	313.99	
10E060	1100 4000 57 000000		EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND			313.99	
			1FXQ-6Y74-1J11	2022-2023 - SUPPLIES AND MATERIALS - MATH	2102300295	189.70	
10E200	2210 4000 56 000000		EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN			189.70	
			1GP4-QR96-YG7R	STUDENT SUPPLIES AT SW/EW	2122300235	19.12	
10E200	1200 4000 50 000000		EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M			19.12	
			1GR1-X17N-77R9	STUDENT SERVICES SUPPLIES	2122300339	428.91	
10E200	1200 4000 50 000000		EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M			428.91	
			1H6Q-WTDN-HQ6W	CHECK SCANNER AND SUPPLIES FOR REMOTE DEPOSIT (MAC COMPATIBLE).	2502300228	447.72	
10E200	2520 4000 50 000000		EDUCATION FUND/DISTRICT WIDE/FISCAL SERVICES/SUPPLIES A			447.72	
			1H76-4NNK-66TL	SUPPLIES FOR	202300136	69.99	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				STUDENT SERVICES DEPARTMENT/EW			
10E020	1100 4000 50 000000		EDUCATION FUND/EDGEWOOD/REGULAR PROGRAMS/SUPPLIES AND M			69.99	
			1H9X-7MRP-F3KG	PHONE CASES NEED IT FOR OPERATION DEPTO, ORDERED BY CHARLIE P. OK TO PAY	2202300534	227.88	
20E200	2540 4000 65 000000		OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI			227.88	
			1H9X-7MRP-H9J7	NEED ORDER 30 POWER STRIPS FOR ALL THE NEW OFFICES AT VITY BUILDING CHARLIE APPROVED IT. OK TO PAY	2202300535	431.10	
20E200	2540 4000 65 375000		OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI			431.10	
			1HH9-Y4FJ-MCG7	SPECIAL ED SUPPLIES - TAMARA/SYDNEE UDL PROJECT	2122300366	503.24	
10E200	1200 4000 50 000000		EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M			503.24	
			1HPJ-T3KM-DYW6	SUPPLIES, OTHER	5552300250	49.95	
10E200	2220 4000 65 000000		EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT			49.95	
			1JC7-MRXG-7XP3	2022-2023 - SUPPLIES AND MATERIALS - PD	2102300288	282.60	
10E200	2210 4000 35 000000		EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN			282.60	
			1JK4-34TH-Q6D3	OFFICE SUPPLIES AND BOOKS	2122300248	280.09	
10E200	1200 4000 50 000000		EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M			280.09	
			1JND-X9PJ-CNH4	BLACK TONER/EW	202300139	92.89	
10E020	1100 4000 50 000000		EDUCATION FUND/EDGEWOOD/REGULAR PROGRAMS/SUPPLIES AND M			92.89	
			1JPN-YFRG-1CNT	CLASSROOM SUPPLIES	902300088	124.82	
10E090	1100 4000 50 000000		EDUCATION FUND/RED OAK/REGULAR PROGRAMS/SUPPLIES AND MA			124.82	
			1KGK-D4MM-1TVD	AMAZON/STUDENT/WT	1102300070	33.35	
10E110	1100 4000 53 000000		EDUCATION FUND/WAYNE THOMAS/REGULAR PROGRAMS/SUPPLIES A			33.35	
			1KK9-LDKQ-99LF	AMAZON/3-4 REQUESTS/RA	802300047	50.10	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
10E080	1100 4000 50 000000			EDUCATION FUND/RAVINIA/REGULAR PROGRAMS/SUPPLIES AND MA		50.10	
10E080	1100 4000 50 000000		1KMR-DWRX-3VV1	AMAZON/OFFICE/RA	802300044	127.81	
10E080	1100 4000 50 000000			EDUCATION FUND/RAVINIA/REGULAR PROGRAMS/SUPPLIES AND MA		127.81	
10E200	1100 4000 50 192004		1L39-7L7Y-DK6P	2022-2023 - SUPPLIES AND MATERIALS - FOUNDATION GRANT	2102300281	43.12	
10E200	1100 4000 50 192004			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/SUPPLIES		43.12	
10E200	1100 4000 50 192004		1LCQ-YMVD-43FV	2022-2023 - SUPPLIES AND MATERIALS - PD	2102300296	43.95	
10E200	2210 4000 35 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		43.95	
10E200	1100 4000 50 192004		1LPW-HDQK-HNHV	2022-2023 - SUPPLIES AND MATERIALS - FOUNDATION GRANT	2102300291	20.48	
10E200	1100 4000 50 192004			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/SUPPLIES		20.48	
10E200	2520 4000 50 000000		1LTY-J1KK-DXLG	OFFICE SUPPLIES	2502300227	66.56	
10E200	2520 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/FISCAL SERVICES/SUPPLIES A		66.56	
10E200	1200 4000 50 000000		1M3D-QWQ1-9VH7	SPECIAL ED SUPPLIES	2122300372	75.89	
10E200	1200 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M		75.89	
10E200	2220 4000 65 000000		1MF7-3K9L-71WX	SUPPLIES, OTHER	5552300267	179.98	
10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		179.98	
10E080	1100 4000 50 000000		1MLK-XMWV-6V7D	AMAZON/OFFICE/RA	802300042	99.73	
10E080	1100 4000 50 000000			EDUCATION FUND/RAVINIA/REGULAR PROGRAMS/SUPPLIES AND MA		99.73	
10E200	1200 4000 50 000000		1MLY-N4VT-9PTR	STUDENT MATERIALS FOR SHERWOOD	2122300286	52.32	
10E200	1200 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M		52.32	
10E200	1200 4000 50 000000		1MP1-JPGY-HXKY	STUDENT SUPPLIES FOR SW	2122300234	61.40	
10E200	1200 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M		61.40	
20E200	2540 4000 65 000000		1MWV-WYVX-96CG	AMERICAN AND ILLINOIS FLAGS FOR VITI BUILDING	2202300666	151.96	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		151.96	
			1MXV-CFF6-6DVV	Instructional Classroom	902300086	273.74	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				supplies			
10E090	1100 4000 50 000000			EDUCATION FUND/RED OAK/REGULAR PROGRAMS/SUPPLIES AND MA		273.74	
			1NGL-Q9GF-GNW7`	EDGEWOOD, SUPPLIES, OTHER	5552300270	42.76	
10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		42.76	
			1NH4-6NKD-3XHH	TELEPHONE EXPENSE	5552300275	73.90	
10E200	2220 3000 42 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		73.90	
			1NLC-VLMQ-KJFP	STUDENT SUPPLIES AT SW/EW	2122300235	74.75	
10E200	1200 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M		74.75	
			1NTP-RVJH-6GKQ	SUPPLIES, OTHER	5552300268	33.98	
10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		33.98	
			1PRF-QRRQ-6WH3	SUPPLIES, OTHER	5552300240	126.86	
10E200	2220 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		9.99	
10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		116.87	
			1PRF-QRRQ-9C71	LUNCH TICKET MATERIALS NEEDED/JS/NW	602300171	438.84	
10E060	1100 4000 50 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND		438.84	
			1QCL-MK1L-471P	SUPPLIES	5552300258	59.38	
10E200	2220 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		59.38	
			1RML-VGRD-D4J1	2022-2023 - SUPPLIES AND MATERIALS - SCIENCE	2102300280	25.32	
10E200	2210 4000 57 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		25.32	
			1RPP-QMPX-HQPY	2022-2023 - SUPPLIES AND MATERIALS - PD	2102300284	369.99	
10E200	2210 4000 35 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		369.99	
			1RQD-DQPH-39K4	INSTRUCTIONAL CLASSROOM SUPPLIES	902300087	51.75	
10E090	1100 4000 50 000000			EDUCATION FUND/RED OAK/REGULAR PROGRAMS/SUPPLIES AND MA		51.75	
			1T9J-VGVM-7QYY	SUPPLIES, OTHER	5552300263	1,199.95	
10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		1,199.95	
			1tgj-wvrt-44mm	GENERAL SUPPLIES	1202300062	40.83	
10E120	1125 4000 50 000000			EDUCATION FUND/GREEN BAY SCHOOL/PREK REGULAR/SUPPLIES A		40.83	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
			1TP1-YXN3-67HG	FLAG REPLACEMENT FOR EDGEWOOD AND VITI.	2202300758	257.84	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		257.84	
			1TP1-YXN3-JHCT	SUPPLIES ARE NEED IT FOR OPERATIONS: PLASTIC FORKS,SPOONS, REED DIFFUSER SCENT,AND HOSPECO (WASTE RECEPTACLE PAPER LINERS FOR DISTRICT WIDE.) OK TO PAY	2202300755	278.47	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		278.47	
			1TQQ-RJDR-M6JJ	2022-2023 - SUPPLIES AND MATERIALS - PD	2102300292	14.99	
10E200	2210 4000 35 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		14.99	
			1VDX-HKK9-1WWH	MONTH OF THE MILITARY CHILD SUPPLIES/EW	202300134	242.84	
10E020	1100 4000 50 000000			EDUCATION FUND/EDGEWOOD/REGULAR PROGRAMS/SUPPLIES AND M		242.84	
			1VPJ-GQ4F-41HG	SUPPLIES, OTHER	5552300261	135.89	
10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		135.89	
			1VPJ-GQ4F-NCV6	STUDENT SERVICES / SPECIAL ED SUPPLIES	2122300380	81.63	
10E200	1200 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M		13.99	
10E200	2190 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/STUDENT SERVICES/SUPPLIES		67.64	
			1WJM-33VQ-46NK	OFFICE SUPPLIES/OT	702300096	13.38	
10E070	1100 4000 50 000000			EDUCATION FUND/OAK TERRACE/REGULAR PROGRAMS/SUPPLIES AN		13.38	
			1WJV-CFPD-9NH1	GENERAL SUPPLIES FOR STAFF/EW	202300138	22.98	
10E020	1100 4000 50 000000			EDUCATION FUND/EDGEWOOD/REGULAR PROGRAMS/SUPPLIES AND M		22.98	
			1WL9-M9XQ-3RPM	Amazon/teacher/wt	1102300075	95.09	
10E110	1100 4000 53 000000			EDUCATION FUND/WAYNE THOMAS/REGULAR PROGRAMS/SUPPLIES A		95.09	
			1WL9-M9XQ-7FWF	AMAZON/GYMSPED/RA	802300045	214.73	
10E080	1100 4000 50 000000			EDUCATION FUND/RAVINIA/REGULAR PROGRAMS/SUPPLIES AND MA		214.73	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
			1WNK-G3HV-HJFX	SPECIAL ED CLASSROOM-ILP	2122300266	315.97	
10E200	1200 4000 50 000000		EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M			315.97	
			1WPD-MWY7-XC16	OFFICE SUPPLIES/OT	702300096	699.90	
10E070	1100 4000 50 000000		EDUCATION FUND/OAK TERRACE/REGULAR PROGRAMS/SUPPLIES AN			699.90	
			1WXC-YLWD-9X7R	SCHOOL TRAFFIC SUPPLIES/EW	202300135	129.98	
10E020	1100 4000 50 000000		EDUCATION FUND/EDGEWOOD/REGULAR PROGRAMS/SUPPLIES AND M			129.98	
			1XMQ-NRLK-D7T6	2022-2023 - SUPPLIES AND MATERIALS - PD	2102300283	22.99	
10E200	2210 4000 35 000000		EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN			22.99	
			1XQ4-3KRK-4JL7	SPECIAL ED STUDENT SUPPLIES	2122300306	1,082.12	
10E200	2190 4000 50 000000		EDUCATION FUND/DISTRICT WIDE/STUDENT SERVICES/SUPPLIES			615.93	
10E200	1100 4000 65 462000		EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/SUPPLIES			466.19	
			1XW1-XVWJ-3MF1	BOOK NEEDED FOR MR KAPLAN ON EQUITY/WK/NW	602300169	37.00	
10E060	2410 3000 35 000000		EDUCATION FUND/NORTHWOOD/PRINCIPAL/PURCHASED SERVICES/P			37.00	
			1YCG-3LVX-496D	ITEMS NEEDED FOR DANCE/NW/RW	602300170	151.88	
10E060	1100 4000 50 000000		EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND			151.88	
			1YF3-6KGN-4RKC	STAMP FOR DIRECTOR OF OPERATIONS.	2202300735	17.98	
20E200	2540 4000 50 000000		OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI			17.98	
			1YGW-94DM-FL79	2022-2023 - SUPPLIES AND MATERIALS - STEM	2102300286	47.98	
10E200	2210 4000 56 000000		EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN			47.98	
			1YRF-1VVF-1VJL	SUPPLIES, OTHER	5552300260	58.98	
10E200	2220 4000 65 000000		EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT			58.98	
1025782	AMPLIFIED IT	04/11/2023	55017	SOFTWARE/SITE LICENSE	5552300253	18,560.00	18,560.00
10E200	2220 3000 80 000000		EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC			18,560.00	
1025783	ANDY FRAIN SERVICES, INC.	04/11/2023	334872	CROSSING GUARD SERVICES AND	2202300689	25,444.80	25,444.80

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20E200 2540 3000 38 000000				SUPERVISOR HOURS FEB 2023; INVOICE #334872; OKAY TO PAY		25,444.80	
				OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI			
1025784	Vendor Continued Void	04/11/2023					0.00
1025785	Vendor Continued Void	04/11/2023					0.00
1025786	ANTHONY ROOFING, LTD.	04/11/2023	S69006107	ROOF REPAIR IS NEED IT FOR SHERWOOD SCHOOL, ROOM BATHROOM#4 ORDERED BY THOMAS S (verbal quote from Tom) OK TO PAY	2202300583	1,672.21	3,969.49
20E100 2540 3209 31 000000				OPERATIONS & MAINTENANCE FUND/SHERWOOD/OPER. & MAINT./R		1,672.21	
			S69006114	VERBAL QUOTE- ROOFING SERVICES FOR RED OAK (AREA BY JIM FOYER) BRAE (STAGE AREA) RAV (ROOM 105) REQUESTED BY TOM S. PRICE MAY VARY ONCE WORK HAS BEEN COMPLETE VENDOR: ANTONY ROOFING	2202300639	538.38	
20E200 2540 3209 31 000000				OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		538.38	
			S69006115	VERBAL QUOTE- ROOFING SERVICES FOR RED OAK (AREA BY JIM FOYER) BRAE (STAGE AREA) RAV (ROOM 105) REQUESTED BY TOM S. PRICE MAY VARY ONCE WORK HAS BEEN COMPLETE VENDOR: ANTONY ROOFING	2202300639	470.00	
20E200 2540 3209 31 000000				OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		470.00	
			S69006116	VERBAL QUOTE- ROOFING SERVICES FOR RED OAK (AREA BY JIM FOYER)	2202300639	470.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
20E200	2540 3209 31 000000			BRAE (STAGE AREA) RAV (ROOM 105) REQUESTED BY TOM S. PRICE MAY VARY ONCE WORK HAS BEEN COMPLETE VENDOR: ANTONY ROOFING			
			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI			470.00	
			S69006117	VERBAL QUOTE- ROOFING SERVICES FOR RED OAK (AREA BY JIM FOYER) BRAE (STAGE AREA) RAV (ROOM 105) REQUESTED BY TOM S. PRICE MAY VARY ONCE WORK HAS BEEN COMPLETE VENDOR: ANTONY ROOFING	2202300639	818.90	
20E200	2540 3209 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		818.90	
1025787	APPLE COMPUTER, INC	04/11/2023	AL09710952	REPAIR PARTS, OPEN PO	5552300014	427.50	2,640.45
10E200	2220 4000 31 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		427.50	
			AL09744734	REPAIR PARTS, OPEN PO	5552300014	380.00	
10E200	2220 4000 31 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		380.00	
			AL13342143	REPAIR PARTS, OPEN PO	5552300014	92.45	
10E200	2220 4000 31 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		92.45	
			AL13672792	REPAIR PARTS, OPEN PO	5552300014	355.50	
10E200	2220 4000 31 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		355.50	
			AL13695805	REPAIR PARTS, OPEN PO	5552300014	995.00	
10E200	2220 4000 31 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		995.00	
			AL13841628	REPAIR PARTS, OPEN PO	5552300014	390.00	
10E200	2220 4000 31 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		390.00	
1025788	APPLE, INC.	04/11/2023	AL12481704	SUPPLIES, OTHER & REPAIR	5552300243	1,490.00	7,247.00

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10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		932.82	
10E200	2220 4000 31 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		557.18	
			AL13405136	SUPPLIES, OTHER & REPAIR	5552300245	90.00	
10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		46.74	
10E200	2220 5000 90 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/CAPITAL OUTLAY/C		43.26	
			AL13423830	SUPPLIES, OTHER & REPAIR	5552300245	907.00	
10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		471.05	
10E200	2220 5000 90 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/CAPITAL OUTLAY/C		435.95	
			AL13689515	SUPPLIES, OTHER & REPAIR	5552300243	890.00	
10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		557.18	
10E200	2220 4000 31 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		332.82	
			AL14464582	SUPPLIES, OTHER	5552300254	2,980.00	
10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		2,980.00	
			AL14509627	SUPPLIES, OTHER & REPAIR	5552300245	890.00	
10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		462.22	
10E200	2220 5000 90 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/CAPITAL OUTLAY/C		427.78	
1025789	ASSURED HEALTHCARE STAFFING***	04/11/2023	INV-19354	HEALTH SERVICES - PURCHASED SERVICES - SUB NURSE - 3/1/23 - IT - INVOICE #INV-19354	2122300373	395.85	852.60
10E200	2130 3000 19 000000			EDUCATION FUND/DISTRICT WIDE/HEALTH SERVICES/PURCHASED		395.85	
			INV-19444	HEALTH SERVICES - PURCHASED SERVICES - SUB NURSE - MARCH 2023 - INVOICE #19444 - OT	2122300394	456.75	
10E200	2130 3000 19 000000			EDUCATION FUND/DISTRICT WIDE/HEALTH SERVICES/PURCHASED		456.75	
1025790	ASSETWORKS, INC.	04/11/2023	OA-1458	1 YEAR ADDITIONAL LICENSE	2502300234	500.00	500.00
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		500.00	
1025791	AT&T MOBILITY	04/11/2023	287302649106X040323	PURCHASED SERVICE - CELL PHONES - OPEN PO - FY23	5552300024	4,463.14	4,463.14
10E200	2220 3000 42 090000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		4,463.14	

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1025792	AZTEC FENCE COMPANY, INC.	04/11/2023	21037	***QUOTE***AZTEC FENCE COMPANY FOR WT REPAIR AND REPLACE DAMAGE FENCE PANEL;HAUL AWAY OLD PANEL; PROPOSAL 3/9/23	2202300701	980.00	980.00
20E110	2540 3281 89 000000			OPERATIONS & MAINTENANCE FUND/WAYNE THOMAS/OPER. & MAIN		980.00	
1025793	B & F CONSTRUCTION CODE SERVIC	04/11/2023	17335	FEBRUARY FIRE INSPECTION AND REGULAR INSPECTION FOR THE NEW EDGEWOOD MIDDLE SCHOOL INV#17335 OK TO PAY	2202300732	495.00	495.00
62E200	2540 5000 96 000000			EDGEWOOD CONSTRUCTION ACCOUNT/DISTRICT WIDE/OPER. & MAI		495.00	
1025794	Vendor Continued Void	04/11/2023					0.00
1025795	BANNER PLUMBING SUPPLY CO, INC	04/11/2023	2920698	PLUMBING SUPPLIES GB; PLUGS, FIGHINGS, COUPLINGS, VALVES; INVOICE #2920698, OKAY TO PAY	2202300691	1,650.85	2,692.86
20E200	2540 4208 50 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		1,650.85	
			2921904	PLUMBING SUPPLIES FOR STOCK REPAIR ITEMS WT; INVOICE #2921904; OKAY TO PAY	2202300710	98.76	
20E110	2540 4208 50 000000			OPERATIONS & MAINTENANCE FUND/WAYNE THOMAS/OPER. & MAIN		98.76	
			2926295	OT PLUMBING SUPPLIES. SOLENOID AND SOLENOID VALVE. INVOICE #2926295. OKAY TO PAY.	2202300759	890.40	
20E070	2540 4208 50 000000			OPERATIONS & MAINTENANCE FUND/OAK TERRACE/OPER. & MAINT		890.40	
			2928623	PLUMBING SUPPLIES FOR GREEN BAY. INVOICE 2928623. OKAY TO PAY.	2202300774	52.85	
20E120	2540 4208 50 000000			OPERATIONS & MAINTENANCE FUND/GREEN BAY SCHOOL/OPER. &		52.85	

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1025796	BENDI INVESTMENTS LLC	04/11/2023	10420	STUDENT SERVICES - PURCHASED SERVICES - OUTSIDE CONSULTING - APRIL 2023 - INVOICE #10420	2122300395	1,750.00	1,750.00
10E200	2190 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/STUDENT SERVICES/PURCHASED		1,750.00	
1025797	BLACK BEAR ACADEMY	04/11/2023	3311	SPECIAL ED PRIVATE TUITION - FEBRUARY 2023 - INVOICE #3311 - KK **OKAY TO PAY**	2122300352	7,591.89	13,635.88
10E200	1912 6700 40 000000			EDUCATION FUND/DISTRICT WIDE/SP ED TUITION; PRIV FACILI		7,591.89	
			3311-	PRIVATE TUITION - MARCH 2023 - INVOICE #3311 dated 2/5/2023. KK.	2122300386	6,043.99	
10E200	1912 6700 40 000000			EDUCATION FUND/DISTRICT WIDE/SP ED TUITION; PRIV FACILI		6,043.99	
1025798	BLUEPATH SOLAR NORTH SHORE LLC	04/11/2023	NORTH SHORE- 12	NSSD112 PRODUCTION FOR DECEMBER 2022; INVOICE NORTH SHORE -12; OKAY TO PAY	2202300728	551.60	551.60
20E200	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		551.60	
1025799	BLUE POINT ALERT SOLUTIONS	04/11/2023	INV-T-00624	PROPOSAL; INSTALL BLUEPOINT SYSTEM IN EDGEWOOD MIDDLE SCHOOL	2202300416	9,630.00	9,630.00
62E200	2540 5000 96 000000			EDGEWOOD CONSTRUCTION ACCOUNT/DISTRICT WIDE/OPER. & MAI		9,630.00	
1025800	Vendor Continued Void	04/11/2023					0.00
1025801	THE BOOK STALL	04/11/2023	357219	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY - ESSER	2102300309	14.39	795.24
10E200	2210 4000 60 421000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		14.39	
			407724	2022-2023 SUPPLIES AND MATERIALS - LIBRARY	2102300293	566.52	
10E200	2210 4000 60 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		566.52	

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			435751	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY - ESSER	2102300310	52.66	
10E200	2210 4000 60 421000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		52.66	
			441294	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY	2102300294	87.94	
10E200	2210 4000 60 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		87.94	
			455410	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY - ESSER	2102300302	44.95	
10E200	2210 4000 60 421000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		44.95	
			457461	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY - ESSER	2102300303	28.78	
10E200	2210 4000 60 421000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		28.78	
1025802	BR BLEACHERS	04/11/2023	19429	BLEACHER GENERAL SERVICE IN MAIN GYM OF OT AND RO; INVOICE 19429; OKAY TO PAY	2202300685	3,290.00	3,290.00
20E090	2540 3218 31 000000			OPERATIONS & MAINTENANCE FUND/RED OAK/OPER. & MAINT./GY		1,437.00	
20E070	2540 3218 31 000000			OPERATIONS & MAINTENANCE FUND/OAK TERRACE/OPER. & MAINT		1,853.00	
1025803	BRIGHTMONT ACADEMY	04/11/2023	30015	PRIVATE SCHOOL TUITION - FEBRUARY 2023 - INVOICE #30015 - A.R. **OKAY TO PAY**	2122300353	7,090.23	7,090.23
10E200	1912 6700 40 000000			EDUCATION FUND/DISTRICT WIDE/SP ED TUITION; PRIV FACILI		7,090.23	
1025804	Vendor Continued Void	04/11/2023					0.00
1025805	BURRIS EQUIPMENT CO	04/11/2023	PS1022508-1	BLANKET REQUISITION/PURCHAS E ORDER FOR EQUIPMENT REPAIR, RENTAL EQUIPMENT AND MISCELLANEOUS PARTS FY23; OK TO PAY	2202300055	1,975.00	2,878.04
20E200	2540 3213 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		1,975.00	

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			RC1017927-1	BLANKET REQUISITION/PURCHASE ORDER FOR EQUIPMENT REPAIR, RENTAL EQUIPMENT AND MISCELLANEOUS PARTS FY23; OK TO PAY	2202300055	350.00	
20E200	2540 3213 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		350.00	
			SW1010673	JLG LIFT REPAIR AND LABOR; INVOICE #SW1010673; OKAY TO PAY.	2202300757	553.04	
20E200	2540 3213 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		553.04	
1025806	BY FAITH	04/11/2023	100	2022-2023 - PURCHASED SERVICES - FOUNDATION GRANT	2102300274	322.00	322.00
10E200	1100 3000 38 192004			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		322.00	
1025807	CANDOR HEALTH EDUCATION	04/11/2023	2023435	2022-2023 - PURCHASED SERVICES - HEALTH	2102300019	385.00	385.00
10E200	2210 3000 85 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		385.00	
1025808	CDW GOVERNMENT, INC.+++	04/11/2023	HN99222	SUPPLIES, OTHER	5552300265	800.00	800.00
10E200	2220 3261 42 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PHONE SECURITY/N		800.00	
1025809	CENTER FOR PSYCHOLOGICAL SERVI	04/11/2023	00002285	PSYCH PURCHASED SERVICES - BILINGUAL TESTING INVOICE #2285 - MARCH 2023	2122300390	3,500.00	3,500.00
10E200	2140 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/PSYCHOLOGIST/PURCHASED SER		3,500.00	
1025810	CESO COMMUNICATIONS, LLC	04/11/2023	1899	PURCHASED SERVICES/GLENN	2602300014	1,000.00	2,000.00
10E200	2630 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/INFORMATION SERVICES/PURCH		1,000.00	
			2015	PURCHASED SERVICES/GLENN	2602300022	1,000.00	
10E200	2630 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/INFORMATION SERVICES/PURCH		1,000.00	
1025811	CHADDOCK	04/11/2023	CATSIN-001171	PRIVATE SCHOOL TUITION - FEBRUARY 2023 - INVOICE	2122300357	53,438.44	53,438.44

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				#CATSIN-001171 - F.H. / Y.H. **OKAY TO PAY**			
10E200	1912 6700 40 000000			EDUCATION FUND/DISTRICT WIDE/SP ED TUITION; PRIV FACILI		53,438.44	
1025812	CITY OF HIGHLAND PARK	04/11/2023	00240801476504042023	WATER AND SEWER INVOICES FOR: RAV,EW,BRAE,IT,LIN C,GB SS FROM 1/1/23 TO 3/31/23 OK TO PAY	2202300786	7,009.20	7,009.20
20E010	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/BRAESIDE/OPER. & MAINT./P		572.16	
20E020	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./P		1,787.58	
20E040	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/INDIAN TRAIL/OPER. & MAIN		1,316.77	
20E050	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/LINCOLN/OPER. & MAINT./PU		1,584.90	
20E080	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/RAVINIA/OPER. & MAINT./PU		519.04	
20E120	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/GREEN BAY SCHOOL/OPER. &		1,228.75	
1025813	Vendor Continued Void	04/11/2023					0.00
1025814	CLEAR LP .com	04/11/2023	70574	INSTALLATION OF 102 THE CLOCKS INNOVATION WIRELESS TO THE NEW EDGEWOOD SCHOOL, INV#70574 OK TO PAY	2202300724	39,399.30	43,259.06
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		39,399.30	
			70585	SERVICE REQUESTED (ISSUES :BELL RING, SPEAKERS,DOOR ISSUE) FOR NORTHWOOD,SHERWOOD AND INDIAN TRAIL INV#70585,#70576,# 70619,#70620 OK TO PAY	2202300737	2,364.00	
20E060	2540 3216 31 000000			OPERATIONS & MAINTENANCE FUND/NORTHWOOD/OPER. & MAINT./		350.00	
20E040	2540 3216 31 000000			OPERATIONS & MAINTENANCE FUND/INDIAN TRAIL/OPER. & MAIN		634.00	
20E100	2540 3216 31 000000			OPERATIONS & MAINTENANCE FUND/SHERWOOD/OPER. & MAINT./S		1,380.00	
			70685	SERVICE REQUESTED TO FIX A PHONE WASN'T WORKING PROPERLY AT OAK TERRACE AND ALSO INSTALLATION OF 2 NEW INNOVATION WIRELESS AT VITI	2202300772	1,495.76	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				BUILDING. OK TO PAY			
20E070	2540 3216 31 000000			OPERATIONS & MAINTENANCE FUND/OAK TERRACE/OPER. & MAINT		350.00	
20E130	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/VITI BUILDING/OPER. & MAI		1,145.76	
1025815	COMCAST BUSINESS+++	04/11/2023	87711005502516050327	VITI BUILDING INTERNET SERVICE - OPEN PO - FY23	5552300223	229.95	229.95
10E130	2220 3261 42 375000			EDUCATION FUND/VITI BUILDING/ED. MEDIA/PHONE SECURITY/N		229.95	
1025816	COMMONWEALTH EDISON	04/11/2023	562315001903242023	ELECTRICAL UTILITY BILL FOR IT GREENHOUSE AND ELM PLACE COTTAGES. ACCT #5623150019 AND #0155039115. OKAY TO PAY	2202300769	2,263.26	2,263.26
20E030	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/ELM PLACE/OPER. & MAINT./		1,793.32	
20E040	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/INDIAN TRAIL/OPER. & MAIN		469.94	
1025817	CONNECTION'S ACADEMY EAST	04/11/2023	10889	PRIVATE TUITION - MARCH 2023 - INVOICES #10889, 10890 - E.L. / M.W.	2122300388	5,628.70	11,257.40
10E200	1912 6700 40 000000			EDUCATION FUND/DISTRICT WIDE/SP ED TUITION; PRIV FACILI		5,628.70	
			10890	PRIVATE TUITION - MARCH 2023 - INVOICES #10889, 10890 - E.L. / M.W.	2122300388	5,628.70	
10E200	1912 6700 40 000000			EDUCATION FUND/DISTRICT WIDE/SP ED TUITION; PRIV FACILI		5,628.70	
1025818	Vendor Continued Void	04/11/2023					0.00
1025819	CONSTELLATION NEWENERGY GAS DI	04/11/2023	3693232	UTILITY BILL FOR ALL SCHOOLS. INVOICE #BG-93134. JANUARY 2023. OKAY TO PAY.	2202300783	85,438.00	154,205.92
20E010	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/BRAESIDE/OPER. & MAINT./S		5,425.75	
20E020	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./S		12,972.38	
20E030	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/ELM PLACE/OPER. & MAINT./		9,493.85	
20E040	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/INDIAN TRAIL/OPER. & MAIN		8,152.09	
20E050	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/LINCOLN/OPER. & MAINT./SU		5,259.65	
20E060	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/NORTHWOOD/OPER. & MAINT./		9,624.87	
20E070	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/OAK TERRACE/OPER. & MAINT		7,652.51	
20E080	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/RAVINIA/OPER. & MAINT./SU		6,433.92	

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20E090	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/RED OAK/OPER. & MAINT./SU		3,821.06	
20E100	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/SHERWOOD/OPER. & MAINT./S		5,176.93	
20E110	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/WAYNE THOMAS/OPER. & MAIN		4,974.31	
20E120	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/GREEN BAY SCHOOL/OPER. &		6,450.68	
			3713372	UTILITY BILL ALL SCHOOLS. INVOICE #3713372. FEBRUARY 2023. OKAY TO PAY.	2202300778	68,767.92	
20E010	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/BRAESIDE/OPER. & MAINT./S		4,769.63	
20E020	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./S		8,631.48	
20E030	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/ELM PLACE/OPER. & MAINT./		8,773.28	
20E040	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/INDIAN TRAIL/OPER. & MAIN		6,140.17	
20E050	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/LINCOLN/OPER. & MAINT./SU		4,146.54	
20E060	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/NORTHWOOD/OPER. & MAINT./		5,708.74	
20E070	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/OAK TERRACE/OPER. & MAINT		7,296.21	
20E080	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/RAVINIA/OPER. & MAINT./SU		5,090.71	
20E090	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/RED OAK/OPER. & MAINT./SU		3,425.24	
20E100	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/SHERWOOD/OPER. & MAINT./S		4,189.71	
20E110	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/WAYNE THOMAS/OPER. & MAIN		4,225.17	
20E120	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/GREEN BAY SCHOOL/OPER. &		6,371.04	
1025820	THE COVE SCHOOL	04/11/2023	SD112-0223	PRIVATE SCHOOL TUITION - FEB 2023 - INVOICE #SD112-0223 - A.F., AL.F., D.M., J.S. **OKAY TO PAY**	2122300358	24,259.96	47,243.08
10E200	1912 6700 40 000000			EDUCATION FUND/DISTRICT WIDE/SP ED TUITION; PRIV FACILI		24,259.96	
			SD112-0323	PRIVATE TUITION - MARCH 2023 - INVOICE SD1120323 - AF, AL.F., DM, JS **OKAY TO PAY**	2122300391	22,983.12	
10E200	1912 6700 40 000000			EDUCATION FUND/DISTRICT WIDE/SP ED TUITION; PRIV FACILI		22,983.12	
1025821	CULTURE IN MOTION	04/11/2023	0000036	2022-2023 - PURCHASED SERVICES - FOUNDATION GRANT	2102300275	350.00	350.00
10E200	1100 3000 38 192004			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		350.00	
1025822	DEMCO, INC.***	04/11/2023	7249676	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY	2102300199	93.91	93.91

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10E200	2210 4000 60 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		93.91	
1025823	DSH&SC	04/11/2023	23-03-EDGEWOOD	LEGIONELLA AND LEAD WATER SAMPLING EDGEWOOD. INVOICE #23-03-EDGEWOOD. OKAY TO PAY.	2202300775	1,624.00	3,124.00
20E020	2540 3237 34 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./E		1,624.00	
			23-03-NSSD112	FOLLOW UP LEGIONELLA WATER SAMPLING 2 BUILDINGS; INVOICE #23-03-NSSD112; OKAY TO PAY	2202300720	1,500.00	
20E200	2540 3237 34 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		1,500.00	
1025824	ECS MIDWEST LLC	04/11/2023	1042343	ON-SITE GEOPHYSICAL EXPLORATION PROJECT MANAGEMENT/ REPORTING/ SENIOR REVIEW INVOICE NUMBER 1042343	2502300245	2,000.00	2,000.00
64E200	2540 5000 95 000000			RAVINIA 2022 REFERENDUM WORK/DISTRICT WIDE/OPER. & MAIN		2,000.00	
1025825	ENVIROMENTAL FUTURES, INC	04/11/2023	23-250	PAYMENT NEEDED FOR INVOICE ON WATER FILTRATION SYSTEM IN THE STAFF LOUNGE/JS/NW	602300177	300.00	300.00
10E060	1100 3000 38 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/PURCHASED SER		300.00	
1025826	Vendor Continued Void	04/11/2023					0.00
1025827	F&G ROOFING COMPANY	04/11/2023	2662	NORTHWOOD ROOF PER CONTRACT-PAY APPLICATION #3, INVOICE 2662; PER CONTRACT-PAY APPLICATION # DRAW 3.1 FINAL, INVOICE #2683. OKAY TO PAY	2202300761	52,219.80	54,726.00
20E200	2540 5000 95 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		52,219.80	
			2683	NORTHWOOD ROOF	2202300761	2,506.20	

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				PER CONTRACT-PAY APPLICATION #3, INVOICE 2662; PER CONTRACT-PAY APPLICATION # DRAW 3.1 FINAL, INVOICE #2683. OKAY TO PAY			
20E200	2540 5000 95 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		2,506.20	
1025828	FIRST STUDENT, INC	04/11/2023	11864275	FIRST STUDENT JANUARY 2023; ROUTES, AIDES, AND CHARTER TRIPS; INVOICE #11864275; OKAY TO PAY.	2202300716	356,246.55	356,246.55
40E200	2550 3000 38 000000			TRANSPORTATION FUND/DISTRICT WIDE/TRANSPORTATION/PURCHA		26,968.33	
40E200	2550 3401 34 000000			TRANSPORTATION FUND/DISTRICT WIDE/TRANSPORTATION/CONTRA		276,973.43	
40E200	2550 3402 34 000000			TRANSPORTATION FUND/DISTRICT WIDE/TRANSPORTATION/CONTRA		5,969.55	
40E200	2550 3404 34 000000			TRANSPORTATION FUND/DISTRICT WIDE/TRANSPORTATION/CONTRA		7,749.36	
40E200	2550 3409 34 000000			TRANSPORTATION FUND/DISTRICT WIDE/TRANSPORTATION/CONTR:		17,742.97	
40E200	2550 3409 38 000000			TRANSPORTATION FUND/DISTRICT WIDE/TRANSPORTATION/CONTR:		20,842.91	
1025829	FLOLO CORPORATION	04/11/2023	457339	***QUOTE***FLOLO BELIMO MOTOR, ACTUATOR, SPRING RETURN, FLOATING 24VAC, 24VDC; HVAC SUPPLIES STOCK ORDER; QUOTE ORDER 03092023CDC FOR A. JURADO	2202300703	520.42	520.42
20E200	2540 3203 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		520.42	
1025830	FOLLETT SCHOOL SOLUTIONS, INC*	04/11/2023	613722F	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY - ESSER	2102300202	3,067.68	3,067.68
10E200	2210 4000 60 421000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		3,067.68	
1025831	Vendor Continued Void	04/11/2023					0.00
1025832	Vendor Continued Void	04/11/2023					0.00
1025833	Vendor Continued Void	04/11/2023					0.00
1025834	FOLLETT CONTENT SOLUTIONS, LLC	04/11/2023	609179F	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY	2102300193	699.15	7,027.32
10E200	2210 4000 60 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		699.15	

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			619558F	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY	2102300227	368.17	
10E200	2210 4000 60 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		368.17	
			619561F	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY - ESSER	2102300228	679.63	
10E200	2210 4000 60 421000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		679.63	
			619566F	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY	2102300229	428.79	
10E200	2210 4000 60 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		428.79	
			619751F	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY	2102300231	407.90	
10E200	2210 4000 60 421000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		407.90	
			620218F	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY - ESSER	2102300232	1,215.31	
10E200	2210 4000 60 421000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		1,215.31	
			623714A	2022-2023 - SUPPLIES AND MATERIALS - ESSER	2102300223	533.97	
10E200	2210 4000 60 421000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		533.97	
			623715F	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY	2102300222	254.15	
10E200	2210 4000 60 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		254.15	
			647665	2022- 2023 - SUPPLIES AND MATERIALS - LIBRARY	2102300262	504.19	
10E200	2210 4000 60 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		504.19	
			647668	2022-2023 - SUPPLIES AND MATERIALS -	2102300265	330.58	

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10E200	2210 4000 60 000000			LIBRARY EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		330.58	
			647671	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY	2102300264	147.96	
10E200	2210 4000 60 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		147.96	
			647671F	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY	2102300264	134.00	
10E200	2210 4000 60 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		134.00	
			647675	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY - ESSER	2102300263	1,021.30	
10E200	2210 4000 60 421000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		1,021.30	
			658383	2022-2023 - SUPPLIES AND MATERIALS - LIBRARY	2102300305	302.22	
10E200	2210 4000 60 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		302.22	
1025835	FRANCZEK PC	04/11/2023	220076	LEGAL SERVICES INVOICE #220076 2/28/23	2302300066	1,152.00	1,248.00
10E200	2310 3000 26 000000			EDUCATION FUND/DISTRICT WIDE/BOARD OF ED./PURCHASED SER		1,152.00	
			221290	LEGAL SERVICES INVOICE #221290 3/10/23	2302300069	96.00	
10E200	2310 3000 26 000000			EDUCATION FUND/DISTRICT WIDE/BOARD OF ED./PURCHASED SER		96.00	
1025836	TIM GALASSINI	04/11/2023	03102023	BASKETBALL REFEREE/EW	202300137	10.00	10.00
10E020	1100 3000 38 000000			EDUCATION FUND/EDGEWOOD/REGULAR PROGRAMS/PURCHASED SERV		10.00	
1025837	GILBANE	04/11/2023	202303-J567	EDGEWOOD RENOVATIONS;GILBAN E PROJECT NUMBERJ06919200;AP PLICATION NUMBER 29;INVOICE NUMBER 202303-J567,PERIOD ENDING 3/31/23;OK TO PAY	2202300779	294,460.20	294,460.20

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62E200	2540 5000 96 000000			EDGEWOOD CONSTRUCTION ACCOUNT/DISTRICT WIDE/OPER. & MAI		294,460.20	
1025838	W.W. GRAINGER, INC.	04/11/2023	9637379430	GRAINGER BPO	2502300018	28.41	3,034.66
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		28.41	
			9643782601	GRAINGER BPO	2502300018	40.68	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		40.68	
			9644053796	GRAINGER BPO	2502300018	2,965.57	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		2,965.57	
1025839	Vendor Continued Void	04/11/2023					0.00
1025840	HAPP BUILDERS, INC.	04/11/2023	312001	ALL EXTERIOR DOORS WER SERVICED AND CORRECTIONS/REPAIR S MADE NECESSARY AT NW AND IT. INVOICE #312001 AND 312002. PER PROPOSAL. OKAY TO PAY.	2202300771	21,552.00	75,124.00
20E200	2540 3210 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		21,552.00	
			312002	ALL EXTERIOR DOORS WER SERVICED AND CORRECTIONS/REPAIR S MADE NECESSARY AT NW AND IT. INVOICE #312001 AND 312002. PER PROPOSAL. OKAY TO PAY.	2202300771	11,622.00	
20E200	2540 3210 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		11,622.00	
			632591	VITI BUILDING RENOVATIONS FOR OFFICE SPACES; INVOICE #632591, OKAY TO PAY	2202300699	41,950.00	
20E130	2540 5000 96 375000			OPERATIONS & MAINTENANCE FUND/VITI BUILDING/OPER. & MAI		41,950.00	
1025841	Vendor Continued Void	04/11/2023					0.00
1025842	HEARTLAND BUSINESS SYSTEMS	04/11/2023	586558-H	CONSULTANTS (SECURITY)	5552300242	137.50	91,333.65
10E200	2220 3000 34 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		137.50	
			586560-H	CAPITAL OUTLAY-for the	5552300165	2,256.81	

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10E200	2220 5000 90 000000			Network Refresh, NEW EQUIPMENT (MULTIPLE SCHOOLS)		2,256.81	
			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/CAPITAL OUTLAY/C				
			587768-H	CONSULTANTS (SECURITY)	5552300242	137.50	
10E200	2220 3000 34 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		137.50	
			588753-H	SOFTWARE/SITE LICENSE - BLANKET PO - FY23	5552300061	497.69	
10E200	2220 3000 80 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		497.69	
			590780-H	PURCHASED SERVICE, OTHER	5552300087	2,302.40	
10E200	2220 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		2,302.40	
			591734-H	PURCHASED SERVICE, OTHER	5552300086	4,700.00	
10E200	2220 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		4,700.00	
			592034-H	PURCHASED SERVICE, OTHER	5552300246	32,000.00	
10E200	2220 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		32,000.00	
			593136-H	GREEN BAY ADDITIONAL ACCESS POINTS	5552300221	41,185.50	
10E200	2220 5000 90 375000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/CAPITAL OUTLAY/C		41,185.50	
			593145-H	GREEN BAY ADDITIONAL ACCESS POINTS	5552300221	8,116.25	
10E200	2220 5000 90 375000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/CAPITAL OUTLAY/C		8,116.25	
1025843	HEALTH MANAGEMENT SYSTEMS	04/11/2023	2023-6780	2022-23 HEALTH INSURANCE	2502300224	1,603.98	1,603.98
10E200	2610 2220 22 000000			EDUCATION FUND/DISTRICT WIDE/DISTRICT BENEFITS/MEDICAL		1,603.98	
1025844	HEINEMANN PUBLISHING***	04/11/2023	7495430	BOOK FOR PRINCIPALS- HC PER QUOTE-5976786	2122300244	254.10	254.10
10E200	2190 3000 35 000000			EDUCATION FUND/DISTRICT WIDE/STUDENT SERVICES/PURCHASED		254.10	
1025845	EDGARD DANIEL HERNANDEZ	04/11/2023	02142023	PAYMENT NEEDED FOR REFEREE FROM SOCCER SEASON/JM/NW	602300173	80.00	80.00

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10E060	1100 4000 50 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND		80.00	
1025846	HODGES, LOIZZI, EISENHAMMER	04/11/2023	57960	LEGAL SERVICES INVOICE #57960 1/31/23	2302300067	9,519.57	9,519.57
10E200	2310 3000 26 000000			EDUCATION FUND/DISTRICT WIDE/BOARD OF ED./PURCHASED SER		9,519.57	
1025847	HODGE PRODUCTS, INC.	04/11/2023	0501666-IN	BUILT IN COMBO LOCKERS LOCKS, BOX LOCKER, AUTO LOCKING, HINGED DOORS FOR GB; REQUESTOR PAIC; INVOICE #0501666-IN; OKAY TO PAY	2202300688	587.74	587.74
20E200	2540 3210 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		587.74	
1025848	HUMANADENTAL	04/11/2023	378638671	APRIL 2023	2502300236	1,745.87	1,745.87
10E200	2610 2230 22 000000			EDUCATION FUND/DISTRICT WIDE/DISTRICT BENEFITS/DENTAL I		1,745.87	
1025849	HUMANKIND	04/11/2023	9756	GENERAL SUPPLIES/SCHROEDER	2002300047	10,128.00	10,128.00
10E200	2642 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/PERSONNEL/SUPPLIES AND MAT		10,128.00	
1025850	THE HYDE PARK DAY SCHOOL	04/11/2023	H202202.13	PRIVATE SCHOOL TUITION EXPENSE - FEB 2023 - INVOICE #H202202.13 - NB, JD, ND, OH,TG, NR	2122300369	29,244.42	29,244.42
10E200	1912 6700 40 000000			EDUCATION FUND/DISTRICT WIDE/SP ED TUITION; PRIV FACILI		29,244.42	
1025851	ILLINOIS ASCD	04/11/2023	66257	2022-2023 - PURCHASED SERVICES - PD	2102300289	2,016.00	2,016.00
10E200	2210 3000 35 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		2,016.00	
1025852	Vendor Continued Void	04/11/2023					0.00
1025853	IDLEWOOD ELECTRIC SUPPLY, INC.	04/11/2023	INV17680	BRAESIDE FLU LAMPS; QTY 72; INVOICE #INV17680; OKAY TO PAY	2202300708	244.80	2,902.93
20E010	2540 4207 50 000000			OPERATIONS & MAINTENANCE FUND/BRAESIDE/OPER. & MAINT./E		244.80	
			INV18616	VITI BUILDING ELECTRICAL CONTROL, REMOTE, AND WALL BOX;	2202300733	2,369.58	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				INVOICE INV8641. DIST. WIDE FLU LAMPS; INVOICE INE18616.			
20E200	2540 4207 50 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		2,160.00	
20E130	2540 4207 50 000000			OPERATIONS & MAINTENANCE FUND/VITI BUILDING/OPER. & MAI		209.58	
			INV23330	LIGHT BULB FOR OAK TERRACE. INVOICE #INV23330. OKAY TO PAY.	2202300773	105.78	
20E070	2540 4207 50 000000			OPERATIONS & MAINTENANCE FUND/OAK TERRACE/OPER. & MAINT		105.78	
			INV23555	ELECTRICAL SUPPLIES FOR GB, REQUESTED BY DAL PONTE. INVOICE #INV23555. OKAY TO PAY	2202300785	182.77	
20E120	2540 4207 50 000000			OPERATIONS & MAINTENANCE FUND/GREEN BAY SCHOOL/OPER. &		182.77	
1025854	IDWHOLESALER	04/11/2023	INV7007722	ID HOLDER BADGES NEED IT FOR OPERATION ORDERED BY BEGONIA OK TO PAY	2202300541	279.90	279.90
20E050	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/LINCOLN/OPER. & MAINT./SU		279.90	
1025855	ILLINOIS PRINCIPALS ASSOC***	04/11/2023	032023	2023-24 SUBSCRIPTION RENEWAL ONLINE MODEL STUDENT HANDBOOK	2302300072	275.00	275.00
10E200	2310 6000 99 000000			EDUCATION FUND/DISTRICT WIDE/BOARD OF ED./OTHER OBJECTS		275.00	
1025856	INCIDENT IQ	04/11/2023	00005213	PURCHASED SERVICE, OTHER, OPERATIONS	5552300251	3,892.65	3,892.65
20E200	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		3,892.65	
1025857	INTERPRENET, LTD	04/11/2023	115921	STUDENT SERVICES - PURCHASED SERVICES - INTERPRETER FOR PTO MEETING	2122300381	223.75	223.75
10E200	2190 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/STUDENT SERVICES/SUPPLIES		223.75	
1025858	ISCORP	04/11/2023	0731072	SKYWARD HOSTING SERVICES FISCAL	2502300009	1,890.00	1,890.00

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				YEAR 22/23			
10E200	2520 3000 80 000000			EDUCATION FUND/DISTRICT WIDE/FISCAL SERVICES/PURCHASED		1,890.00	
1025859	JASCULCA TERMAN	04/11/2023	54858	PUBLIC AFFAIRS SERVICES FEB. 2023. INVOICE #54858	2302300071	1,098.50	1,098.50
10E200	2310 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/BOARD OF ED./PURCHASED SER		1,098.50	
1025860	JULIA SCHUMAN	04/11/2023	03232023	2022-2023- PURCHASED SERVICES - FOUNDATION GRANT	2102300298	300.00	300.00
10E200	1100 3000 38 192004			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		300.00	
1025861	KELLY EDUCATION	04/11/2023	7551535	PURCHASED SERVICES - TUTORING	2102200141	4,338.72	15,345.00
10E200	1100 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		4,338.72	
			755326	PURCHASED SERVICES - TUTORING	2102200141	3,921.48	
10E200	1100 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		3,921.48	
			758542	PURCHASED SERVICES - TUTORING	2102200141	4,260.60	
10E200	1100 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		4,260.60	
			761591	PURCHASED SERVICES - TUTORING	2102200141	2,824.20	
10E200	1100 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		2,824.20	
1025862	STATE GRAPHICS	04/11/2023	82318	4 FOAMBOARD SIGNS PURCHASED FROM STATE GRAPHICS	2602300015	374.00	374.00
10E200	2630 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/INFORMATION SERVICES/PURCH		374.00	
1025863	KESHET SCHOOL	04/11/2023	27061	PRIVATE SCHOOL TUITION - FEB 2023 - INVOICE #27061 - N.L. **OKAY TO PAY**	2122300359	10,651.21	10,651.21
10E200	1912 6700 40 000000			EDUCATION FUND/DISTRICT WIDE/SP ED TUITION; PRIV FACILI		10,651.21	
1025864	MICHAEL KNAUF	04/11/2023	4408	2022-2023 - PURCHASED SERVICES -	2102300272	450.00	450.00

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
10E200 1100 3000 38 192004				FOUNDATION GRANT EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		450.00	
1025865	CHRISTOPHER KOZLOWSKI	04/11/2023	03302023	MILEAGE REIMBURSEMENT - SPED - FEB / MARCH 2023 **OKAY TO PAY**	2122300392	1,285.92	1,285.92
40E200 2550 3000 47 000000				TRANSPORTATION FUND/DISTRICT WIDE/TRANSPORTATION/PURCHA		1,285.92	
1025866	KRIHA BOUCEK	04/11/2023	4806	LEGAL SERVICES INVOICE #4806 3/2/23	2302300068	8,395.00	8,395.00
10E200 2310 3000 26 000000				EDUCATION FUND/DISTRICT WIDE/BOARD OF ED./PURCHASED SER		8,395.00	
1025867	LAKE COUNTY REGIONAL OFFICE OF	04/11/2023	1004	TUITION / FEES - ILLINOIS VIRTUAL SCHOOL & ACADEMY	2122300376	2,000.00	6,212.68
10E200 4220 6700 40 000000				EDUCATION FUND/DISTRICT WIDE/SP ED TUITION PUBLIC/TUITI		2,000.00	
			1784	TUITION / FEES - ILLINOIS VIRTUAL SCHOOL & ACADEMY	2122300376	2,000.00	
10E200 4220 6700 40 000000				EDUCATION FUND/DISTRICT WIDE/SP ED TUITION PUBLIC/TUITI		2,000.00	
			1793	TUITION / FEES - ILLINOIS VIRTUAL SCHOOL & ACADEMY	2122300376	502.68	
10E200 4220 6700 40 000000				EDUCATION FUND/DISTRICT WIDE/SP ED TUITION PUBLIC/TUITI		502.68	
			228100028	REGIONAL SAFE SCHOOL TUITION - FEBRUARY 2023 - INVOICE #228100028	2122300375	1,710.00	
10E200 1912 6700 40 000000				EDUCATION FUND/DISTRICT WIDE/SP ED TUITION; PRIV FACILI		1,710.00	
1025868	LAKELAND/LARSEN ELEVATOR CORPO	04/11/2023	96088	LAKELAND LARSEN ELEVATOR MONTHLY INSPECTION FOR: EP, OT,EW ,RO,WT SS FROM 4/1/23 INV#96088 OK TO PAY	2202300780	1,052.50	1,052.50
20E200 2540 3217 31 000000				OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		1,052.50	
1025869	LAKES COMMUNITY HIGH SHCOOL	04/11/2023	03092023	PAYMENT FOR TRACK AND FIELD MEET/JM/MW	602300179	200.00	200.00
10E060 1100 4000 50 000000				EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND		200.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
1025870	LIBERTYVILLE MUSIC CENTER	04/11/2023	1663335	PAYMENT NEEDED ON REPAIR FOR INSTRUMENT/MD/NW	602300176	40.00	485.17
10E060	1100 3000 31 100031			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/PURCHASED SER		40.00	
			1663624	PAYMENT NEEDED ON AN INVOICE FOR BOOKS PURCHASED FOR F/R STUDENTS/MD/NW	602300180	25.17	
99L000	9027 0000 00 000000			NORTHWOODS BAND/NS		25.17	
			1664010	PAYMENT NEEDED ON A MUSIC REPAIR INVOICE/MD/NW	602300181	60.00	
10E060	1100 3000 31 100031			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/PURCHASED SER		60.00	
			1664397	DISTRICT INSTRUMENT REPAIR/EW	202300142	360.00	
10E020	1100 3000 31 100031			EDUCATION FUND/EDGEWOOD/REGULAR PROGRAMS/PURCHASED SERV		360.00	
1025871	LIBERTYVILLE TILE & CARPET, LT	04/11/2023	27461	TILE AND INSTALL FOR VITI BUILDING OFFICES, INVOICE #27461; OKAY TO PAY	2202300700	20,960.00	20,960.00
20E130	2540 5000 96 375000			OPERATIONS & MAINTENANCE FUND/VITI BUILDING/OPER. & MAI		20,960.00	
1025872	LISA WESTMAN CONSULTING INC.	04/11/2023	760	2022-2023 - PURCHASED SERVICES - CONSULTANT	2102300308	4,400.00	4,400.00
10E200	2210 3000 34 493200			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		4,400.00	
1025873	LRP PUBLICATIONS***	04/11/2023	11642808	PROFESSIONAL DEVELOPMENT - IDEA - SECTION 504 PLANS AND FAPE	2122300317	1,170.00	1,450.00
10E200	2210 3000 35 462000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		1,170.00	
			MU249014	NEWSLETTER SUBSCRIPTION - IEP TEAM TRAINER	2122300368	280.00	
10E200	1200 6000 99 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./OTHER OBJECTS/		280.00	
1025874	WILLIAM V. MACGILL & CO.***	04/11/2023	IN0826731	PER QUOTE- QT0084947 WHEELCHAIR FOR GB	2122300311	399.00	399.00

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				AND SW			
10E200	2130 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/HEALTH SERVICES/SUPPLIES A		399.00	
1025875	Vendor Continued Void	04/11/2023					0.00
1025876	Vendor Continued Void	04/11/2023					0.00
1025877	Vendor Continued Void	04/11/2023					0.00
1025878	Vendor Continued Void	04/11/2023					0.00
1025879	MARISSA BENNETT CONSULTING, LL	04/11/2023	5643138	SPED OUTSIDE CONSULTING SERVICES - ARP / SPED PURCHASED SERVICES - INVOICES #5643138, 5852333, 5852405, 5852390, 5852509 - DEC/JAN/FEB 2023 **OKAY TO PAY**	2122300356	5,056.25	68,439.65
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		1,909.58	
10E200	2210 3000 34 462100			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		3,146.67	
			5852333	SPED OUTSIDE CONSULTING SERVICES - ARP / SPED PURCHASED SERVICES - INVOICES #5643138, 5852333, 5852405, 5852390, 5852509 - DEC/JAN/FEB 2023 **OKAY TO PAY**	2122300356	7,638.41	
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		2,884.78	
10E200	2210 3000 34 462100			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		4,753.63	
			5852390	SPED OUTSIDE CONSULTING SERVICES - ARP / SPED PURCHASED SERVICES - INVOICES #5643138, 5852333, 5852405, 5852390, 5852509 - DEC/JAN/FEB 2023 **OKAY TO PAY**	2122300356	4,700.00	
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		1,775.04	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
10E200	2210 3000 34 462100			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		2,924.96	
			5852405	SPED OUTSIDE CONSULTING SERVICES - ARP / SPED PURCHASED SERVICES - INVOICES #5643138, 5852333, 5852405, 5852390, 5852509 - DEC/JAN/FEB 2023 **OKAY TO PAY**	2122300356	3,900.00	
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		1,472.90	
10E200	2210 3000 34 462100			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		2,427.10	
			5852509	SPED OUTSIDE CONSULTING SERVICES - ARP / SPED PURCHASED SERVICES - INVOICES #5643138, 5852333, 5852405, 5852390, 5852509 - DEC/JAN/FEB 2023 **OKAY TO PAY**	2122300356	13,775.00	
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		5,202.37	
10E200	2210 3000 34 462100			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		8,572.63	
			5907260	ARP / SPECIAL ED PURCHASED SERVICES - OUTSIDE CONSULTING FEES	2122300379	6,875.00	
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		2,652.81	
10E200	2210 3000 34 462100			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		4,222.19	
			5907271	ARP / SPECIAL ED PURCHASED SERVICES - OUTSIDE CONSULTING FEES	2122300379	8,112.50	
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		3,130.31	
10E200	2210 3000 34 462100			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		4,982.19	
			5907295	ARP / SPECIAL ED PURCHASED	2122300379	7,268.75	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				SERVICES - OUTSIDE CONSULTING FEES			
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		2,804.74	
10E200	2210 3000 34 462100			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		4,464.01	
			5907518	ARP / SPECIAL ED PURCHASED SERVICES - OUTSIDE CONSULTING FEES	2122300379	11,113.74	
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		4,288.38	
10E200	2210 3000 34 462100			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		6,825.36	
1025880	MCMaster-CARR	04/11/2023	94412768	BOX COMPARTMENTS; SIGNS FOR EQUIPMENT AND SAFETY; INVOICE #94412768; OKAY TO PAY	2202300731	273.35	497.35
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		273.35	
			95039307	LIGHT BULBS, CAUTION SIGNS, AND SOCKETS FOR WO#77374. REQUESTED DAL PONTE. OKAY TO PAY.	2202300765	224.00	
20E200	2540 4207 50 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		224.00	
1025881	Vendor Continued Void	04/11/2023					0.00
1025882	Vendor Continued Void	04/11/2023					0.00
1025883	Vendor Continued Void	04/11/2023					0.00
1025884	Vendor Continued Void	04/11/2023					0.00
1025885	MICHAEL'S UNIFORM COMPANY	04/11/2023	96460	WORK UNIFORMS FOR THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT	2202300396	126.50	6,477.38
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		126.50	
			96461	WORK UNIFORMS FOR THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT	2202300396	641.00	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		641.00	
			96462	WORK UNIFORMS FOR	2202300396	167.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
20E200	2540 4000 65 000000			THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT			
			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI			167.00	
			96463	WORK UNIFORMS FOR THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT	2202300396	1,028.50	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		1,028.50	
			96464	WORK UNIFORMS FOR THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT	2202300396	157.50	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		157.50	
			96465	WORK UNIFORMS FOR THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT	2202300396	1,164.00	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		1,164.00	
			96466	WORK UNIFORMS FOR THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT	2202300396	1,002.00	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		1,002.00	
			96467	WORK UNIFORMS FOR THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT	2202300396	40.00	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		40.00	
			96468	WORK UNIFORMS FOR THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT	2202300396	387.50	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		387.50	
			96469	WORK UNIFORMS FOR THE MAINTENANCE	2202300396	511.00	

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20E200	2540 4000 65 000000			STAFF IN THE OPERATIONS DEPARTMENT OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		511.00	
			96470	WORK UNIFORMS FOR THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT	2202300396	312.00	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		312.00	
			96471	WORK UNIFORMS FOR THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT	2202300396	46.50	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		46.50	
			96472	WORK UNIFORMS FOR THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT	2202300396	103.50	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		103.50	
			96473	WORK UNIFORMS FOR THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT	2202300396	46.50	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		46.50	
			96474	WORK UNIFORMS FOR THE MAINTENANCE STAFF IN THE OPERATIONS DEPARTMENT	2202300396	743.88	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		743.88	
1025886	MIDWEST EDUCATIONAL FURNISHING	04/11/2023	9000	EW SICO COMMUNICATOR TABLES, QTY 3. FURNITURE LATE, INVOICE #9000. OKAY TO PAY.	2202300763	1,500.00	1,500.00
62E200	2540 5000 96 000000			EDGEWOOD CONSTRUCTION ACCOUNT/DISTRICT WIDE/OPER. & MAI		1,500.00	
1025887	MINNESOTA MEMORY	04/11/2023	40674	REPAIR, CHROMEBOOKS	5552300239	7,399.50	7,399.50

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10E200	2220 4000 31 190000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		7,399.50	
1025888	Vendor Continued Void	04/11/2023					0.00
1025889	Vendor Continued Void	04/11/2023					0.00
1025890	MODERN MEDIA TECH LLC	04/11/2023	5037	SECURITY, ALL BUILDINGS (PAGING SYSTEM for doors)	5552300241	45,787.50	694,961.25
60E080	2540 5000 96 000000			SECURITY 2022 REFERENDUM/RAVINIA/OPER. & MAINT./CAPITAL		3,815.62	
60E040	2540 5000 96 000000			SECURITY 2022 REFERENDUM/INDIAN TRAIL/OPER. & MAINT./CA		3,815.62	
60E010	2540 5000 96 000000			SECURITY 2022 REFERENDUM/BRAESIDE/OPER. & MAINT./CAPITA		3,815.62	
60E030	2540 5000 96 000000			SECURITY 2022 REFERENDUM/ELM PLACE/OPER. & MAINT./CAPIT		3,815.62	
60E060	2540 5000 96 000000			SECURITY 2022 REFERENDUM/NORTHWOOD/OPER. & MAINT./CAPIT		3,815.62	
60E070	2540 5000 96 000000			SECURITY 2022 REFERENDUM/OAK TERRACE/OPER. & MAINT./CAP		3,815.62	
60E090	2540 5000 96 000000			SECURITY 2022 REFERENDUM/RED OAK/OPER. & MAINT./CAPITAL		3,815.62	
60E100	2540 5000 96 000000			SECURITY 2022 REFERENDUM/SHERWOOD/OPER. & MAINT./CAPITA		3,815.62	
60E110	2540 5000 96 000000			SECURITY 2022 REFERENDUM/WAYNE THOMAS/OPER. & MAINT./CA		3,815.62	
60E020	2540 5000 96 000000			SECURITY 2022 REFERENDUM/EDGEWOOD/OPER. & MAINT./CAPITA		3,815.62	
60E050	2540 5000 96 000000			SECURITY 2022 REFERENDUM/LINCOLN/OPER. & MAINT./CAPITAL		3,815.62	
60E120	2540 5000 96 000000			SECURITY 2022 REFERENDUM/GREEN BAY SCHOOL/OPER. & MAINT		3,815.68	
			5051	CAPITAL OUTLAY, NEW EQUIP (NORTHWOOD)	5552300248	25,417.50	
10E200	2220 5000 90 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/CAPITAL OUTLAY/C		25,417.50	
			5052	CAPITAL OUTLAY, NEW EQUIPMENT	5552300247	34,072.50	
10E200	2220 5000 90 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/CAPITAL OUTLAY/C		34,072.50	
			5057	CAPITAL OUTLAY, NEW EQUIP (EDGEWOOD)-EW GYM-AV System	5552300255	29,291.25	
10E200	2220 5000 90 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/CAPITAL OUTLAY/C		29,291.25	
			5060	PURCHASED SERVICE, VITI BLDG	5552300234	540.00	
10E200	2220 3000 38 375000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		540.00	
			5064	PURCHASED SERVICE, OTHER	5552300230	315.00	
10E200	2220 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		315.00	
			5074	SECURITY, NEW OPERATIONS BLDG	5552300271	34,623.75	
10E200	2220 5000 90 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/CAPITAL OUTLAY/C		34,623.75	
			5075	CAPITAL OUTLAY, NORTHWOOD	5552300273	7,140.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
10E060	1100 5000 90 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/CAPITAL OUTLA		7,140.00	
			5076	CAPITAL OUTLAY, NORTHWOOD	5552300274	7,155.00	
10E060	1100 5000 90 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/CAPITAL OUTLA		7,155.00	
			5077	SECURITY, EDGEWOOD DOORS	5552300272	510,618.75	
60E020	2540 5000 96 000000			SECURITY 2022 REFERENDUM/EDGEWOOD/OPER. & MAINT./CAPITA		510,618.75	
1025891	Mofindu	04/11/2023	03232023	2022-2023 - PURCHASED SERVICES - FOUNDATION GRANT	2102300276	400.00	400.00
10E200	1100 3000 38 192004			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		400.00	
1025892	Vendor Continued Void	04/11/2023					0.00
1025893	MULTIVISTA	04/11/2023	4264	EW OTV VIDEO, PHOTOGRAPHY DOCUMENTATION FOR FEBRUARY/MARCH 2023. FINAL INVOICE FOR EW. INVOICE #S 4292, 4291, AND 4264. OKAY TO PAY.	2202300784	4,620.79	8,620.79
20E020	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./S		2,476.77	
62E200	2540 5000 96 000000			EDGEWOOD CONSTRUCTION ACCOUNT/DISTRICT WIDE/OPER. & MAI		2,144.02	
			4291	EW OTV VIDEO, PHOTOGRAPHY DOCUMENTATION FOR FEBRUARY/MARCH 2023. FINAL INVOICE FOR EW. INVOICE #S 4292, 4291, AND 4264. OKAY TO PAY.	2202300784	2,875.00	
20E020	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./S		1,541.02	
62E200	2540 5000 96 000000			EDGEWOOD CONSTRUCTION ACCOUNT/DISTRICT WIDE/OPER. & MAI		1,333.98	
			4292	EW OTV VIDEO, PHOTOGRAPHY DOCUMENTATION FOR FEBRUARY/MARCH 2023. FINAL INVOICE FOR EW. INVOICE #S 4292, 4291, AND 4264. OKAY TO PAY.	2202300784	1,125.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
20E020	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./S		603.00	
62E200	2540 5000 96 000000			EDGEWOOD CONSTRUCTION ACCOUNT/DISTRICT WIDE/OPER. & MAI		522.00	
1025894	NESTOR GOMEZ	04/11/2023	03232032	2022-2023 - PURCHASED SERVICES - FOUNDATION GRANT	2102300290	300.00	300.00
10E200	1100 3000 38 192004			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		300.00	
1025895	NEW CONNECTIONS ACADEMY	04/11/2023	14459	PRIVATE SCHOOL TUITION - FEB 2023 - INVOICE #14459 - S.K. **OKAY TO PAY**	2122300354	6,765.71	12,819.24
10E200	1912 6700 40 000000			EDUCATION FUND/DISTRICT WIDE/SP ED TUITION; PRIV FACILI		6,765.71	
			14526	PRIVATE SCHOOL TUITION - MARCH 2023 - INVOICE #14526 - SK	2122300387	6,053.53	
10E200	1912 6700 40 000000			EDUCATION FUND/DISTRICT WIDE/SP ED TUITION; PRIV FACILI		6,053.53	
1025896	NORTHSHORE TRUCK & EQUIPMENT C	04/11/2023	32525	REPLACE AUGER MOTOR, WIRE HARNESS, AND WIRE HARNESS MAIN GEAR MOTOR CHUTE; INVOICE 32525; OKAY TO PAY	2202300727	1,344.04	1,344.04
20E200	2540 3213 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		1,344.04	
1025897	OFFICE DEPOT, INC.***	04/11/2023	301499117001	MORE ROLLS FOR PRINTER/JS/NW	602300164	216.27	326.73
10E060	1100 4000 50 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND		216.27	
			302735726001	SUPPLY NEEDED FOR AFTER SCHOOL/JS/NW	602300178	50.68	
10E060	1100 4000 50 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND		50.68	
			305140078001	CLASSROOM ORDER FOR Y.LEE/NW/YL	602300185	59.78	
10E060	1100 4000 50 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND		59.78	
1025898	ORGANICLIFE, LLC	04/11/2023	113602067375	NATIONAL FOOD SERVICE BREAKFAST & LUNCH 07/01/2022 - 06/30/2023	2502300021	46,282.02	55,129.17
15E200	2560 3000 41 000000			FOOD SERVICE/DISTRICT WIDE/FOOD SERVICE/PURCHASED SERVI		46,282.02	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
			113602067376	FOOD SERVICE BREAKFAST & LUNCH 07/01/2022 - 06/30/2023	2502300022	7,955.25	
10E200	2560 3000 41 000000			EDUCATION FUND/DISTRICT WIDE/FOOD SERVICE/PURCHASED SER		7,955.25	
			113602067377	FOOD SERVICE BREAKFAST & LUNCH 07/01/2022 - 06/30/2023	2502300022	611.40	
10E200	2560 3000 41 000000			EDUCATION FUND/DISTRICT WIDE/FOOD SERVICE/PURCHASED SER		611.40	
			113602067378	GREENBAY BOXED LUNCHES INVOICE # 113602067378	1202300061	280.50	
10E120	1125 4000 16 000000			EDUCATION FUND/GREEN BAY SCHOOL/PREK REGULAR/SUPPLIES A		280.50	
1025899	PHOENIX CONSULTING SERVICES GR	04/11/2023	1222-02	DISTRICT WIDE ASBESTOS SURVEILLANCE FOR DECEMBER 2022; INVOICE #0323-03. LEAD BASED PAINT INSPECTION AT IT AND RA NOVEMBER 2022; INVOICE #1222-02	2202300706	13,250.00	13,250.00
20E200	2540 3237 34 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		1,250.00	
20E040	2540 3237 34 000000			OPERATIONS & MAINTENANCE FUND/INDIAN TRAIL/OPER. & MAIN		6,000.00	
20E080	2540 3237 34 000000			OPERATIONS & MAINTENANCE FUND/RAVINIA/OPER. & MAINT./EN		6,000.00	
1025900	PITNEY BOWES***	04/11/2023	1022774051	POSTAGE SUPPLIES INVOICE 1022774051	2502300240	730.77	730.77
10E200	1100 3000 48 000000			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		730.77	
1025901	PLAY ILLINOIS LLC	04/11/2023	1537	+++++THIS IS A QUOTE+++++ ORDERING PART FOR A DAMAGE SLIDE AT OAK TERRACE OK TO PAY	2202300404	2,045.86	2,045.86
20E200	2540 4210 50 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		2,045.86	
1025902	PMA SECURITIES, LLC	04/11/2023	INV17310	2022 CONTINUING DISCLOSURE FILING	2502300225	2,000.00	2,000.00
10E200	2520 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/FISCAL SERVICES/PURCHASED		2,000.00	
1025903	POSITIVE PROMOTIONS	04/11/2023	07113806	BUS DRIVER PINS, REQUESTED BY	2202300668	73.75	73.75

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
20E200	2540 4000 65 000000			S.RABIN, OKAY TO PAY OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		73.75	
1025904	PRO ENTRY SYSTEMS	04/11/2023	PE1800-869	***QUOTE***EW AUTOMATED GATE REPAIR FOR BUSES. #QU2023-00367	2202300736	513.13	513.13
20E020	2540 3210 31 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./W		513.13	
1025905	Vendor Continued Void	04/11/2023					0.00
1025906	PRO-CARE THERAPY	04/11/2023	20620412	SPECIAL ED PURCHASED SERVICES - SUB PARAPROFESSIONAL - INVOICE #20620412 - FEB 27, 2023 - MARCH 3, 2023 **OKAY TO PAY**	2122300371	1,683.99	7,976.14
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		1,683.99	
			20627138	SPECIAL ED PURCHASED SERVICES - SUB PARAPROFESSIONAL - MARCH 2023 - INVOICE #20627138 - 3/6/23-3/10/23	2122300382	1,857.74	
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		1,857.74	
			20633946	SPECIAL ED PURCHASED SERVICES - SUB PARAPROFESSIONAL - 3/13/23 - 3/17/23 - INVOICE #20633946	2122300385	1,456.79	
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		1,456.79	
			20639786	SPECIAL ED PURCHASED SERVICES - SUB PARAPROFESSIONALS - M. FARMER, J. TROCKENBRODT - MARCH 20-23, 2023 - INVOICE #20639786	2122300393	2,977.62	
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		2,977.62	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
1025907	Vendor Continued Void	04/11/2023					0.00
1025908	PROFORM TECHNOLOGIES INC	04/11/2023	341903	PURCHASED POPSOCKETS FOR STAFF FROM PROFORM TECHNOLOGIES JOB # 1190990	2602300016	217.50	4,666.26
10E200	2630 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/INFORMATION SERVICES/SUPPL		217.50	
			341951	DOOR HANGERS ORDERED FROM PROFORM	2602300017	96.00	
10E200	2630 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/INFORMATION SERVICES/SUPPL		96.00	
			341954	1" HARD ENAMEL PINS WERE ORDERED FOR STAFF FROM PROFORM	2602300018	868.76	
10E200	2630 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/INFORMATION SERVICES/SUPPL		868.76	
			342413	GENERAL SUPPLIES PURCHASED FROM PROFORM TECHNOLOGY INC	2602300020	3,484.00	
10E200	2630 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/INFORMATION SERVICES/PURCH		3,484.00	
1025909	PROCARE THERAPY	04/11/2023	20612043	SPECIAL ED - PURCHASED SERVICES - SUB PARAPROFESSIONAL - 2/22/23 - 2/24/2023 - INVOICE #20612043 **OKAY TO PAY**	2122300360	1,136.03	1,136.03
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		1,136.03	
1025910	REALLY GOOD STUFF, INC.***	04/11/2023	8183026	RGS/FOLDERS/RA	802300046	1,516.74	1,516.74
10E080	1100 4000 50 000000			EDUCATION FUND/RAVINIA/REGULAR PROGRAMS/SUPPLIES AND MA		1,516.74	
1025911	R.E. ALLEN AND ASSOCIATES LTD	04/11/2023	44264	BOUNDARY AND TOPOGRAPHICAL SURVEY; PARK DISTRICT PARCEL LOT 102 IN SOUTH HIGHLAND PARK ADDITION SUBDIVISION; FILE # 197/21 @ 763 DEAN AVENUE, HIGHLAND PARK,	2202300693	7,000.00	7,000.00

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				IL. OK TO PAY			
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		7,000.00	
1025912	READING COMPANY REALLY GREAT	04/11/2023	39255	SUPPLEMENTAL RESOURCES - IDEA - REALLY GREAT READING - BRAESIDE	2122300327	6,050.30	6,050.30
10E200	1100 4000 65 462000			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/SUPPLIES		6,050.30	
1025913	REHABMART, LLC	04/11/2023	70973	SPECIAL ED STUDENT SUPPLIES - SW/ILP (A.B.) - PER QUOTE #QT49560CC	2122300307	3,862.17	3,862.17
10E200	1200 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M		3,862.17	
1025914	R&G CONSULTANTS	04/11/2023	03/06/2023	SPECIAL ED PURCHASED SERVICES - MEDICAID REIMBURSEMENT - MARCH 2023 - INVOICE #6142	2122300370	276.59	276.59
10E200	1200 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		276.59	
1025915	BARRY RIFKIN	04/11/2023	02232023	TUNING OF PIANO/MD/NW	602300172	130.00	130.00
10E060	1100 4000 50 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND		130.00	
1025916	SAFEWAY TRANSPORTATION SERVICE	04/11/2023	1580	SPECIAL ED TRANSPORTATION - FEBRUARY 2023 - INVOICES #1624, 1580 **OKAY TO PAY**	2122300367	113,200.18	119,006.26
40E200	2550 3000 47 000000			TRANSPORTATION FUND/DISTRICT WIDE/TRANSPORTATION/PURCHA		113,200.18	
			1624	SPECIAL ED TRANSPORTATION - FEBRUARY 2023 - INVOICES #1624, 1580 **OKAY TO PAY**	2122300367	5,806.08	
40E200	2550 3000 47 000000			TRANSPORTATION FUND/DISTRICT WIDE/TRANSPORTATION/PURCHA		5,806.08	
1025917	SAMBA INC	04/11/2023	CS-23 3C	2022-2023 - PURCHASED SERVICES - FOUNDATION GRANT	2102300273	1,200.00	1,200.00

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10E200	1100 3000 38 192004			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		1,200.00	
1025918	SCHOOL SPECIALTY INC.***	04/11/2023	208131684005	SCHOOL SPECIALTY/ 4 & 5 TEAMS/WT	1102300047	195.30	195.30
10E110	1100 4000 50 000000			EDUCATION FUND/WAYNE THOMAS/REGULAR PROGRAMS/SUPPLIES A		195.30	
1025919	CHRISTIAN SCHUMAN	04/11/2023	0322023	2022-2023 - PURCHASED SERVICES - FOUNDATION GRANT	2102300311	300.00	300.00
10E200	1100 3000 38 192004			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		300.00	
1025920	SECURED TECH SOLUTIONS, LLC	04/11/2023	2023-03-17-03	SUPPLIES, OTHER	5552300216	3,750.00	5,000.00
10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		3,750.00	
10E200	2220 4000 65 000000		2023-03-17-04	SUPPLIES, OTHER	5552300201	1,250.00	
10E200	2220 4000 65 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/SUPPLIES AND MAT		1,250.00	
1025921	SKYWARD	04/11/2023	0000222716	ANNUAL LICENSE 7/1/23-6/30/24	2502300239	28,270.00	33,870.00
10E200	2520 3000 80 000000			EDUCATION FUND/DISTRICT WIDE/FISCAL SERVICES/PURCHASED		28,270.00	
10E200	2520 3000 38 000000		0000223638	WEBEX TRAINING	2502300237	5,600.00	
10E200	2520 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/FISCAL SERVICES/PURCHASED		5,600.00	
1025922	SMITHEREEN PEST MANAGEMENT***	04/11/2023	2979857	PEST CONTROL SERVICES FOR ALL BUILDINGS. INVOICE #S: 10008050, 10008054, 10008046, 10008056, 10008043, 10008049, 10008055, 10008045, 10008047, 1000851, 10008052, AND 10008055. OKAY TO PAY	2202300760	523.00	523.00
20E200	2540 3238 34 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		27.88	
20E090	2540 3238 34 000000			OPERATIONS & MAINTENANCE FUND/RED OAK/OPER. & MAINT./PE		38.87	
20E110	2540 3238 34 000000			OPERATIONS & MAINTENANCE FUND/WAYNE THOMAS/OPER. & MAIN		42.25	
20E100	2540 3238 34 000000			OPERATIONS & MAINTENANCE FUND/SHERWOOD/OPER. & MAINT./P		32.95	
20E080	2540 3238 34 000000			OPERATIONS & MAINTENANCE FUND/RAVINIA/OPER. & MAINT./PE		123.36	
20E070	2540 3238 34 000000			OPERATIONS & MAINTENANCE FUND/OAK TERRACE/OPER. & MAINT		46.47	
20E050	2540 3238 34 000000			OPERATIONS & MAINTENANCE FUND/LINCOLN/OPER. & MAINT./PE		38.87	
20E040	2540 3238 34 000000			OPERATIONS & MAINTENANCE FUND/INDIAN TRAIL/OPER. & MAIN		38.87	

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20E030	2540 3238 34 000000			OPERATIONS & MAINTENANCE FUND/ELM PLACE/OPER. & MAINT./		46.47	
20E010	2540 3238 34 000000			OPERATIONS & MAINTENANCE FUND/BRAESIDE/OPER. & MAINT./P		38.87	
20E120	2540 3238 34 000000			OPERATIONS & MAINTENANCE FUND/GREEN BAY SCHOOL/OPER. &		48.14	
1025923	SOCCER DREAMS LLC	04/11/2023	01192023	ASSIGNMENT FEE FOR SERVICES DURING THE SOCCER SEASON 2022/JM/NW	602300174	128.00	128.00
10E060	1100 4000 50 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SUPPLIES AND		128.00	
1025924	SOUND INCORPORATED	04/11/2023	73108	CAPITAL OUTLAY, NEW EQUIPMENT (MULTIPLE SCHOOLS)	5552300164	15,000.00	44,100.00
20E200	2540 5000 90 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		15,000.00	
			73115	CAPITAL OUTLAY, NEW EQUIPMENT (MULTIPLE SCHOOLS)	5552300164	14,700.00	
20E200	2540 5000 90 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		14,700.00	
			73119	CAPITAL OUTLAY, NEW EQUIPMENT (MULTIPLE SCHOOLS)	5552300164	14,400.00	
20E200	2540 5000 90 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		14,400.00	
1025925	SPORTS 11, INC.	04/11/2023	10225	TRACK UNIFORMS/EW	202300143	556.14	556.14
10E020	1100 4000 50 000000			EDUCATION FUND/EDGEWOOD/REGULAR PROGRAMS/SUPPLIES AND M		556.14	
1025926	Staples Business Advantage	04/11/2023	206994586-0-1	STAPLES/OFFICE/WT	1102300069	208.76	417.52
10E110	1100 4000 53 000000			EDUCATION FUND/WAYNE THOMAS/REGULAR PROGRAMS/SUPPLIES A		208.76	
			207335012-0-2	STAPLES/OFFICE/WT	1102300069	208.76	
10E110	1100 4000 53 000000			EDUCATION FUND/WAYNE THOMAS/REGULAR PROGRAMS/SUPPLIES A		208.76	
1025927	Vendor Continued Void	04/11/2023					0.00
1025928	SUNSET FOOD MART, INC.	04/11/2023	00194332	SNACKS FOR GREEN BAY PRESCHOOL	1202300014	495.70	1,925.77
10E120	1125 4000 16 000000			EDUCATION FUND/GREEN BAY SCHOOL/PREK REGULAR/SUPPLIES A		495.70	
			00194687	SNACKS FOR GREEN BAY PRESCHOOL	1202300014	439.60	
10E120	1125 4000 16 000000			EDUCATION FUND/GREEN BAY SCHOOL/PREK REGULAR/SUPPLIES A		439.60	
			00194693	SNACKS FOR GREEN BAY PRESCHOOL	1202300014	53.60	
10E120	1125 4000 16 000000			EDUCATION FUND/GREEN BAY SCHOOL/PREK REGULAR/SUPPLIES A		53.60	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
			00195438	SNACKS FOR GREEN BAY PRESCHOOL	1202300014	477.00	
10E120	1125 4000 16 000000			EDUCATION FUND/GREEN BAY SCHOOL/PREK REGULAR/SUPPLIES A		477.00	
			007-00647380	SNACK FOR RED OAK STUDENTS	902300090	111.32	
10E090	1100 4000 16 000000			EDUCATION FUND/RED OAK/REGULAR PROGRAMS/SUPPLIES AND MA		111.32	
			011-00192630	SNACK FOR RED OAK STUDENTS	902300090	141.72	
10E090	1100 4000 16 000000			EDUCATION FUND/RED OAK/REGULAR PROGRAMS/SUPPLIES AND MA		141.72	
			011-00192969	SNACK FOR RED OAK STUDENTS	902300090	103.32	
10E090	1100 4000 16 000000			EDUCATION FUND/RED OAK/REGULAR PROGRAMS/SUPPLIES AND MA		103.32	
			011-00193503	SNACK FOR RED OAK STUDENTS	902300090	103.51	
10E090	1100 4000 16 000000			EDUCATION FUND/RED OAK/REGULAR PROGRAMS/SUPPLIES AND MA		103.51	
1025929	T MOBILE	04/11/2023	97228284903212023	100 MOBILE HOT SPOTS, ACCT 972282849	5552300018	1,500.00	1,528.99
10E200	2220 3000 38 421000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		1,500.00	
			97430400504042023	CELL PHONES, ACCT 974304005	5552300017	28.99	
10E200	2220 3000 42 090000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		28.99	
1025930	TECH SYSTEMS, INC.	04/11/2023	32291	SECURITY, EDGEWOOD	5552300269	6,538.00	6,538.00
60E020	2540 5000 96 000000			SECURITY 2022 REFERENDUM/EDGEWOOD/OPER. & MAINT./CAPITA		6,538.00	
1025931	THE MULCH CENTER	04/11/2023	321125	TREATED ROCK SALT AND AFTER HOUR FEE FOR DIST. ; INVOICE #321125 AND 321126; OKAY TO PAY	2202300684	289.40	1,004.90
20E200	2540 3283 89 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		289.40	
			321126	TREATED ROCK SALT AND AFTER HOUR FEE FOR DIST. ; INVOICE #321125 AND 321126; OKAY TO PAY	2202300684	715.50	
20E200	2540 3283 89 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		715.50	
1025932	THE SHERWIN WILLIAMS COMPANY	04/11/2023	7532-2	PAINT FOR	2202300770	365.20	365.20

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
20E060	2540 4204 50 000000			NORTHWOOD. INVOICE #7532-2. OKAY TO PAY. OPERATIONS & MAINTENANCE FUND/NORTHWOOD/OPER. & MAINT./		365.20	
1025933	THE PROMPT INSTITUTE	04/11/2023	4009	PROFESSIONAL DEVELOPMENT - D. MERAZ - APRIL 23-25, 2023	2122300342	900.00	900.00
10E200	2210 3000 35 460000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		900.00	
1025934	THOMSON REUTERS - WEST	04/11/2023	847951497	PURCHASED SERVICES - STUDENT SERVICES - SY2022-23	2122300043	471.33	471.33
10E200	2190 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/STUDENT SERVICES/PURCHASED		471.33	
1025935	TOWNSHIP HIGH SCHOOL DIST. 113	04/11/2023	201	MONTHLY INVOICE FOR FUEL D113, INV#201 SS FROM FEBRUARY 2023 OK TO PAY	2202300767	2,778.82	2,778.82
20E200	2540 4214 50 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		2,778.82	
1025936	TRANE U.S. INC***	04/11/2023	14005027	***QUOTE*** HVAC SUPPLIES-MOTOR, HOUSING, COUPLING, CAPACITOR, AND FREIGHT; REQUESTED BY FREDDY; ORDER # 19707360	2202300665	395.28	1,212.46
20E200	2540 3203 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		395.28	
20E200	2540 3203 31 000000		14005409	***QUOTE*** HVAC SUPPLIES-MOTOR, HOUSING, COUPLING, CAPACITOR, AND FREIGHT; REQUESTED BY FREDDY; ORDER # 19707360	2202300665	817.18	
20E200	2540 3203 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		817.18	
1025937	TRUENORTH EDUCATIONAL COOP 804	04/11/2023	981120323	SPECIAL ED TRUENORTH CO-OP SERVICES - 25% COMMITMENT	2122300361	320,410.82	320,410.82

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
10E200	4220 6700 40 000000			INVOICE - MARCH 2023 - INVOICE #981120323 **OKAY TO PAY**		320,410.82	
			EDUCATION FUND/DISTRICT WIDE/SP ED TUITION PUBLIC/TUITI				
1025938	Vendor Continued Void	04/11/2023					0.00
1025939	Vendor Continued Void	04/11/2023					0.00
1025940	Vendor Continued Void	04/11/2023					0.00
1025941	Vendor Continued Void	04/11/2023					0.00
1025942	ULINE***	04/11/2023	160637348	STEEL DOCK HOOKS; REQUESTED BY G. RILEY; ORDER #83457127; OKAY TO PAY	2202300677	104.95	11,446.95
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		104.95	
			160736563	PALLET RACK AND RACK WIRE DECKING FOR EW STORAGE AREAS; INVOICE #160736563; OKAY TO PAY	2202300713	740.00	
20E020	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./S		740.00	
			160814557	MOVING SUPPLIES FOR RAVINIA SCHOOL ORDERED BY GREG R. OK TO PAY	2202300681	944.20	
20E080	2540 4000 65 375000			OPERATIONS & MAINTENANCE FUND/RAVINIA/OPER. & MAINT./SU		944.20	
			161098462	EDGEWOOD SCHOOL REQUESTED EXTRA 200 MOVING BOXES OK TO PAY	2202300698	470.50	
20E030	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/ELM PLACE/OPER. & MAINT./		470.50	
			161207896	EXTRA PACKING FOR LABS AT EW: MOVING BOXES AND BUBLE WARP NEED IT FOR MOVING INTO NEW BUILDING OK TO PAY	2202300719	698.00	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		698.00	
			161255265	ANOTHER 500 MOVING BOXES NEED IT FOR EDGEWOOD OK TO PAY	2202300722	820.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		820.00	
			161330580	MOVING SUPPLIES FOR INDIAN TRAIL, REQUESTED BY GREG R. OK TO PAY	2202300734	1,149.20	
20E040	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/INDIAN TRAIL/OPER. & MAIN		1,149.20	
			161355410	EW WASTE AND RECYCLING BINS FOR CLASSROOMS. 32 GAL WASTE CONTAINERS FOR LUNCHROOM, DOLLY, AND HAND TRUCK. INVOICES #161437270 AND 161355410. OKAY TO PAY.	2202300764	2,825.00	
20E020	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./S		2,825.00	
			161437270	EW WASTE AND RECYCLING BINS FOR CLASSROOMS. 32 GAL WASTE CONTAINERS FOR LUNCHROOM, DOLLY, AND HAND TRUCK. INVOICES #161437270 AND 161355410. OKAY TO PAY.	2202300764	805.00	
20E020	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./S		805.00	
			161488043	MAINTENANCE DEPARTMENT NEED 2 STEEL HAND TRUCK (2 WHEEL) AND TAPE TO KEEP AT THE OFFICE. STAN REQUESTED FOR DISTRICT WIDE. OK TO PAY	2202300750	632.10	
20E200	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		632.10	
			161490525	NORTHWOOD NEED 1 POLY BOX TRUCK-(16 GALL -RED) AND 1 POLLY BOX TRUCK-(20	2202300753	805.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
20E060	2540 4000 65 000000			GAL-BLUE) OK TO PAY OPERATIONS & MAINTENANCE FUND/NORTHWOOD/OPER. & MAINT./		805.00	
			161491180	NEW EDGEWOOD MIDDLE SCHOOL NEED 1 POLY BOX TRUCK-(16 GAL-GREY) AND 1 POLY BOX TRUCK (20 GAL-BLUE) FOR USING CARRY ON GARBAGE OUTSIDE. ALSO NEED TO ORDER SANITARY NAPKIN RECEPTACLE CONTAINER FOR THE BATHROOM (TOTAL OF 24 UNITS) OK TO PAY	2202300754	1,453.00	
20E020	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./S		1,453.00	
1025943	United Rentals (North America)	04/11/2023	203895023-014	MONTHLY RENTAL FOR A CONTAINER AT SHERWOOD SCHOOL INV#203895023-014 OK TO PAY	2202300730	184.00	184.00
20E200	2540 3000 32 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		184.00	
1025944	US FLAG SUPPLY	04/11/2023	676171	FLAGS FOR NEW EDGEWOOD STAGE. REQUESTED BY SCHOOL. ONE USA FLAG AND ONE ILLINOIS FLAG WITH STANDS.	2202300766	619.85	619.85
20E020	2540 4000 65 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./S		619.85	
1025945	VIRCO***	04/11/2023	92010355	ZUMA ROCKER PER QUOTE #8277541 -	2122300324	186.99	186.99
10E200	1200 4000 50 000000			EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./SUPPLIES AND M		186.99	
1025946	WIGHT & COMPANY	04/11/2023	180038-042	PROFESSIONAL SERVICES FOR EW RENOVATIONS INV#180038-042, RA RENOVATIONS INV#220112-007, IT RENOVATIONS	2202300749	353,526.64	353,526.64

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				INV#220113-007 AND CENTRAL KITCHEN INV#220114-007. OKAY TO PAY.			
62E200	2540 5000 96 000000			EDGEWOOD CONSTRUCTION ACCOUNT/DISTRICT WIDE/OPER. & MAI		42,173.61	
63E200	2540 5000 95 000000			INDIAN TRAIL 2022 REFERENDUM/DISTRICT WIDE/OPER. & MAIN		112,715.89	
64E200	2540 5000 95 000000			RAVINIA 2022 REFERENDUM WORK/DISTRICT WIDE/OPER. & MAIN		156,985.13	
68E200	2540 5000 95 000000			CENT. KITCHEN 2022 REFERENDUM/DISTRICT WIDE/OPER. & MAI		41,652.01	
1025947	Vendor Continued Void	04/11/2023					0.00
1025948	Vendor Continued Void	04/11/2023					0.00
1025949	Vendor Continued Void	04/11/2023					0.00
1025950	Vendor Continued Void	04/11/2023					0.00
1025951	WILLSCOT/WILLIAMS SCOTSMAN	04/11/2023	9017263561	BLANKET ORDER; MOBILE LEASE AGREEMENTS WILL BE FOR A MINIMUM OF 24 MONTHS FOR AN APPROXIMATE TOTAL AMOUNT OF \$693,298.33 (WAS \$836,706.66 - \$143,408.33(PO 2202101493)FOR THE DEPOSIT = \$693,298.33) FOR ELM PLACE & SHERWOOD	2202300051	2,687.00	19,730.00
20E200	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		2,687.00	
			9017263562	BLANKET ORDER; MOBILE LEASE AGREEMENTS WILL BE FOR A MINIMUM OF 24 MONTHS FOR AN APPROXIMATE TOTAL AMOUNT OF \$693,298.33 (WAS \$836,706.66 - \$143,408.33(PO 2202101493)FOR THE DEPOSIT = \$693,298.33) FOR ELM PLACE & SHERWOOD	2202300051	2,687.00	
20E200	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		2,687.00	
			9017263563	BLANKET ORDER; MOBILE LEASE	2202300051	3,589.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				AGREEMENTS WILL BE FOR A MINIMUM OF 24 MONTHS FOR AN APPROXIMATE TOTAL AMOUNT OF \$693,298.33 (WAS \$836,706.66 - \$143,408.33(PO 2202101493)FOR THE DEPOSIT = \$693,298.33) FOR ELM PLACE & SHERWOOD			
20E200	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		3,589.00	
			9017263564	BLANKET ORDER; MOBILE LEASE AGREEMENTS WILL BE FOR A MINIMUM OF 24 MONTHS FOR AN APPROXIMATE TOTAL AMOUNT OF \$693,298.33 (WAS \$836,706.66 - \$143,408.33(PO 2202101493)FOR THE DEPOSIT = \$693,298.33) FOR ELM PLACE & SHERWOOD	2202300051	3,589.00	
20E200	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		3,589.00	
			9017263565	BLANKET ORDER; MOBILE LEASE AGREEMENTS WILL BE FOR A MINIMUM OF 24 MONTHS FOR AN APPROXIMATE TOTAL AMOUNT OF \$693,298.33 (WAS \$836,706.66 - \$143,408.33(PO 2202101493)FOR THE DEPOSIT = \$693,298.33) FOR ELM PLACE & SHERWOOD	2202300051	3,589.00	
20E200	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		3,589.00	
			9017263566	BLANKET ORDER; MOBILE LEASE AGREEMENTS WILL BE FOR A MINIMUM OF 24 MONTHS FOR AN APPROXIMATE TOTAL AMOUNT OF \$693,298.33 (WAS \$836,706.66 - \$143,408.33(PO 2202101493)FOR THE DEPOSIT = \$693,298.33) FOR ELM PLACE & SHERWOOD	2202300051	3,589.00	
20E200	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		3,589.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				MOBILE LEASE AGREEMENTS WILL BE FOR A MINIMUM OF 24 MONTHS FOR AN APPROXIMATE TOTAL AMOUNT OF \$693,298.33 (WAS \$836,706.66 - \$143,408.33(PO 2202101493)FOR THE DEPOSIT = \$693,298.33) FOR ELM PLACE & SHERWOOD			
20E200	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		3,589.00	
1025952	WITH PARTNERS	04/11/2023	0000015	2022-2023 - PURCHASED SERVICES - PD - TITLE I	2102300278	6,000.00	12,000.00
10E200	1100 3000 38 430000			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		6,000.00	
			0000018	2022-2023 - PURCHASED SERVICES - CONSULTANT TITLE I & TITLE III	2102300320	6,000.00	
10E200	1100 3000 38 430000			EDUCATION FUND/DISTRICT WIDE/REGULAR PROGRAMS/PURCHASED		2,000.00	
10E200	2210 4000 60 490900			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./SUPPLIES AN		4,000.00	
1025953	XEROX FINANCIAL SERVICES	04/11/2023	3951939	COPIER EXPENSE - DISTRICT WIDE - OPEN PO - FY23	5552300026	1,295.40	16,116.29
10E200	2220 3000 03 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		1,295.40	
			4041112	COPIER EXPENSE - DISTRICT WIDE - OPEN PO - FY23	5552300026	233.47	
10E200	2220 3000 03 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		233.47	
			4066799	COPIER EXPENSE - DISTRICT WIDE - OPEN PO - FY23	5552300026	14,587.42	
10E200	2220 3000 03 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		14,587.42	

199 Computer Check(s) For a Total of 3,654,082.06

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
202200095	ALLIED BENEFIT SYSTEMS	04/11/2023	0000488953	APRIL 2023	2502300232	477.00	477.00
10E200	2610 2220 22 000000			EDUCATION FUND/DISTRICT WIDE/DISTRICT BENEFITS/MEDICAL		477.00	
				1 Wire Transfer Check(s) For a Total of			477.00

	0	Manual	Checks For a Total of	0.00
	1	Wire Transfer	Checks For a Total of	477.00
	0	ACH	Checks For a Total of	0.00
	199	Computer	Checks For a Total of	3,654,082.06
Total For	200	Manual, Wire Tran,	ACH & Computer Checks	3,654,559.06
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	3,654,559.06

FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	EDUCATION FUND	0.00	0.00	1,076,739.28	1,076,739.28
15	FOOD SERVICE	0.00	0.00	46,282.02	46,282.02
20	OPERATIONS & MAINTENANCE FUND	0.00	0.00	825,942.77	825,942.77
30	DEBT SERVICE (Bond & Interest)	0.00	0.00	475.00	475.00
40	TRANSPORTATION FUND	0.00	0.00	476,538.73	476,538.73
60	SECURITY 2022 REFERENDUM	0.00	0.00	562,944.25	562,944.25
62	EDGEWOOD CONSTRUCTION ACCOUNT	0.00	0.00	352,258.81	352,258.81
63	INDIAN TRAIL 2022 REFERENDUM	0.00	0.00	112,715.89	112,715.89
64	RAVINIA 2022 REFERENDUM WORK	0.00	0.00	158,985.13	158,985.13
68	CENT. KITCHEN 2022 REFERENDUM	0.00	0.00	41,652.01	41,652.01
99	ACTIVITY FUND	25.17	0.00	0.00	25.17

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
2002008	AMAZON	04/11/2023	19JX-FKN1-CCLN	AMAZON/STUDENT PRIZE/WT	1102300073	22.44	205.07
99L000	9105 0000 00 000000		WAYNE THOMAS MISCELLANEOUS/NS			22.44	
			1C1W-JTY1-4VDN	AMAZON/STUDENT PRIZES/WT	1102300074	142.66	
99L000	9105 0000 00 000000		WAYNE THOMAS MISCELLANEOUS/NS			142.66	
			1YGH-1MVV-4DWK	AMAZON/STUDENT ORANGE FROG/WT	1102300066	39.97	
99L000	9105 0000 00 000000		WAYNE THOMAS MISCELLANEOUS/NS			39.97	
2002009	Rolfe Pancreatic Cancer Founda	04/11/2023	03132023	CHARITY DRIVE CHECK/EW	202300140	7,150.00	7,150.00
99L000	9708 0000 00 000000		EW STUDENT COUNCIL/NS			7,150.00	
			2	Computer	Check(s) For a Total of		7,355.07

	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
	2	Computer	Checks For a Total of	7,355.07
Total For	2	Manual, Wire Tran, ACH & Computer	Checks	7,355.07
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	7,355.07

FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
99	ACTIVITY FUND	7,355.07	0.00	0.00	7,355.07

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
1025754	CITY OF HIGHLAND PARK	03/31/2023	NSSD112IT	ADMINISTRATIVE REVIEW FEE FOR INDIAN TRAIL	2502300243	100.00	100.00
63E200	2540 5000 95 000000		INDIAN TRAIL 2022 REFERENDUM/DISTRICT WIDE/OPER. & MAIN			100.00	
				1 Computer	Check(s) For a Total of		100.00

	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
	1	Computer	Checks For a Total of	100.00
Total For	1	Manual, Wire Tran, ACH & Computer	Checks	100.00
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	100.00

FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
63	INDIAN TRAIL 2022 REFERENDUM	0.00	0.00	100.00	100.00

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
222300271	ANTHONY C CANDELA	03/30/2023	546795	PROFESSIONAL DEVELOPMENT TUITION REIMBURSEMENT PER THE ADMINISTRATOR'S CONTRACT	2502300242	4,000.00	4,000.00
				1 ACH	Check(s) For a Total of		4,000.00

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	1	ACH	Checks For a Total of	4,000.00
	0	Computer	Checks For a Total of	0.00
Total For	1	Manual, Wire Tran,	ACH & Computer Checks	4,000.00
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	4,000.00

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	EDUCATION FUND	0.00	0.00	4,000.00	4,000.00

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
222300270	SAMIRA CALDERON	03/27/2023	03142023	MILEAGE REIMBURSEMENT - JANUARY 2023 - MARCH 15, 2023 - SAMI CALDERON	2122300378	51.68	51.68
10E200 1200 3000 30 000000				EDUCATION FUND/DISTRICT WIDE/SPECIAL ED./PURCHASED SERV		51.68	
				1 ACH	Check(s) For a Total of		51.68

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
1025735	ACCESS ONE	03/27/2023	5690000	IT SERVICES AND COMMUNICATION PROVIDER FOR ALL SCHOOLS MAR 2023; INVOICE #5690000; OKAY TO PAY	2202300690	2,206.78	2,206.78
20E010	2540 3260 42 000000			OPERATIONS & MAINTENANCE FUND/BRAESIDE/OPER. & MAINT./P		124.72	
20E020	2540 3260 42 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./P		224.19	
20E030	2540 3260 42 000000			OPERATIONS & MAINTENANCE FUND/ELM PLACE/OPER. & MAINT./		224.19	
20E040	2540 3260 42 000000			OPERATIONS & MAINTENANCE FUND/INDIAN TRAIL/OPER. & MAIN		124.72	
20E050	2540 3260 42 000000			OPERATIONS & MAINTENANCE FUND/LINCOLN/OPER. & MAINT./PH		138.50	
20E060	2540 3260 42 000000			OPERATIONS & MAINTENANCE FUND/NORTHWOOD/OPER. & MAINT./		224.19	
20E070	2540 3260 42 000000			OPERATIONS & MAINTENANCE FUND/OAK TERRACE/OPER. & MAINT		224.19	
20E080	2540 3260 42 000000			OPERATIONS & MAINTENANCE FUND/RAVINIA/OPER. & MAINT./PH		124.72	
20E090	2540 3260 42 000000			OPERATIONS & MAINTENANCE FUND/RED OAK/OPER. & MAINT./PH		224.26	
20E100	2540 3260 42 000000			OPERATIONS & MAINTENANCE FUND/SHERWOOD/OPER. & MAINT./P		124.72	
20E110	2540 3260 42 000000			OPERATIONS & MAINTENANCE FUND/WAYNE THOMAS/OPER. & MAIN		224.19	
20E120	2540 3260 42 000000			OPERATIONS & MAINTENANCE FUND/GREEN BAY SCHOOL/OPER. &		224.19	
1025736	AMERICAN MESSAGING***	03/27/2023	U1124151XC	PAGERS FOR DISTRICT WIDE SS FROM MARCH 2023 OK TO PAY	2202300697	239.79	239.79
20E200	2540 3261 42 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		239.79	
1025737	AT&T	03/27/2023	4216557706	REDUNDANT 5GBPS CIRCUIT AT VITI BLDG	5552300262	2,671.26	2,671.26
10E130	2220 3261 42 375000			EDUCATION FUND/VITI BUILDING/ED. MEDIA/PHONE SECURITY/N		2,671.26	
1025738	CGA INVESTMENT CO LLC	03/27/2023	100-1465BP-CU40123	MONTHLY STORAGE RENT BPO	2502300194	11,683.96	11,683.96
20E200	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		7,941.21	
20E200	2540 3000 38 375000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		3,742.75	
1025739	CITY OF HIGHLAND PARK	03/27/2023	026578064111030623	STORM SEWER MAINTENANCE. CUST #064111. OKAY TO PAY	2202300711	250.48	250.48
20E200	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		250.48	
1025740	COMCAST BUSINESS+++	03/27/2023	87711012006579690302	BG WAREHOUSE INTERNET SERVICE - OPEN PO - FY23	5552300226	169.95	169.95
10E140	2220 3261 42 375000			EDUCATION FUND/WAREHOUSE-BUFFALO GROVE/ED. MEDIA/PHONE		169.95	
1025741	COMMONWEALTH EDISON	03/27/2023	194807712003022023	BUFFALO GROVE WAREHOUSE ENERGY BILL; SERVICES 2/1-3/2; ACCOUNT	2202300686	2,093.36	2,999.46

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				#1948077120; OKAY TO PAY			
20E140	2540 4000 69 375000			OPERATIONS & MAINTENANCE FUND/WAREHOUSE-BUFFALO GROVE/O		2,093.36	
			4755113167030623	ELECTRIC MONTHLY INVOICES FOR VITI BUILDING (DISTRICT OFFICE) SS FROM 2/3/23 TO 3/6/23 OK TO PAY	2202300696	906.10	
20E130	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/VITI BUILDING/OPER. & MAI		906.10	
1025742	HINCKLEY SPRINGS	03/27/2023	23071489031023	5-GALLON BOTTLE OF DRINKING WATER FOR THE 1ST FLOOR AND THE 2ND FLOOR REFERENCE NO. 23071488 \$85.79 AND REFERENCE NO. 23071495 \$27.82	2502300226	113.61	113.61
10E200	2210 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		85.79	
10E200	2320 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/EXEC. ADMIN./PURCHASED SER		13.91	
10E200	2642 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/PERSONNEL/PURCHASED SERVIC		13.91	
1025743	Vendor Continued Void	03/27/2023					0.00
1025744	JOHNSON CONTROLS SECURITY SOLU	03/27/2023	38594219	JOHNSON CONTROLS SECURITY QUARTERLY BILLING FOR RA INVOICE #38594219, GB INVOICE #38594258, IT INVOICE #38594225, EP INVOICE #38594224, IT WAREHOUSE INVOICE #38594222, AND SW INVOICE #38594220. OKAY TO PAY	2202300740	752.57	1,315.90
20E200	2540 3212 31 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		308.57	
20E030	2540 3212 31 000000			OPERATIONS & MAINTENANCE FUND/ELM PLACE/OPER. & MAINT./		111.00	
20E040	2540 3212 31 000000			OPERATIONS & MAINTENANCE FUND/INDIAN TRAIL/OPER. & MAIN		111.00	
20E080	2540 3212 31 000000			OPERATIONS & MAINTENANCE FUND/RAVINIA/OPER. & MAINT./SP		111.00	
20E100	2540 3212 31 000000			OPERATIONS & MAINTENANCE FUND/SHERWOOD/OPER. & MAINT./S		111.00	
			38594221	JOHNSON CONTROLS SECURITY SYSTEM QUARTERLY BILLING	2202300751	563.33	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				FOR NW-INV#38594227, BR-INV#38594228, RO-38594223, WT-INV#38594221, LINC.-INV#38594226 . OKAY TO PAY.			
20E010	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/BRAESIDE/OPER. & MAINT./P		119.33	
20E050	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/LINCOLN/OPER. & MAINT./PU		111.00	
20E060	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/NORTHWOOD/OPER. & MAINT./		111.00	
20E090	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/RED OAK/OPER. & MAINT./PU		111.00	
20E110	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/WAYNE THOMAS/OPER. & MAIN		111.00	
1025745	NEXTERA ENERGY SERVICES	03/27/2023	68314257903511	ENERGY BILLS FOR ALL SCHOOLS; INVOICE68314257903 511	2202300714	28,434.24	28,434.24
20E200	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		170.27	
20E010	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/BRAESIDE/OPER. & MAINT./S		2,209.88	
20E030	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/ELM PLACE/OPER. & MAINT./		4,726.32	
20E040	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/INDIAN TRAIL/OPER. & MAIN		2,692.85	
20E050	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/LINCOLN/OPER. & MAINT./SU		1,135.03	
20E060	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/NORTHWOOD/OPER. & MAINT./		5,086.09	
20E080	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/RAVINIA/OPER. & MAINT./SU		2,719.69	
20E090	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/RED OAK/OPER. & MAINT./SU		2,017.13	
20E100	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/SHERWOOD/OPER. & MAINT./S		2,745.93	
20E110	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/WAYNE THOMAS/OPER. & MAIN		2,346.33	
20E120	2540 4000 69 000000			OPERATIONS & MAINTENANCE FUND/GREEN BAY SCHOOL/OPER. &		2,584.72	
1025746	Vendor Continued Void	03/27/2023					0.00
1025747	NORTH SHORE WATER RECLAMATION	03/27/2023	5042562	WATER RECLAMATION FOR IT-INV#5042562, EW-INV# 5040923, LINC.-INV# 5041656, IT GREENHOUSE-INV# 5042531, GB-INV# 5041125, INV# 5040290, BR-INV# 5042185, IT WAREHOUSE-INV# 5043335, AND RA-INV# 5040762. OKAY TO PAY.	2202300742	1,884.43	3,400.51
20E200	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		508.75	
20E010	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/BRAESIDE/OPER. & MAINT./P		18.32	
20E020	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/EDGEWOOD/OPER. & MAINT./P		65.12	
20E040	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/INDIAN TRAIL/OPER. & MAIN		775.34	
20E050	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/LINCOLN/OPER. & MAINT./PU		56.98	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
20E080	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/RAVINIA/OPER. & MAINT./PU		148.56	
20E120	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/GREEN BAY SCHOOL/OPER. &		177.05	
10E040	2540 3000 38 000067			EDUCATION FUND/INDIAN TRAIL/OPER. & MAINT./PURCHASED SE		134.31	
			5046111	OT WATER RECLAMATION INSTITUTION 745 UNITS; INVOICE #5046111; SERVICE 6/8/22 TO 10/17/22. OKAY TO PAY	2202300752	1,516.08	
20E070	2540 3000 44 000000			OPERATIONS & MAINTENANCE FUND/OAK TERRACE/OPER. & MAINT		1,516.08	
1025748	Vendor Continued Void	03/27/2023					0.00
1025749	NORTH SHORE GAS	03/27/2023	4508383735	MONTHLY GAS BILL FOR NEW WAREHOUSE SS FROM 2/11/23 TO 3/9/23 OK TO PAY	2202300738	107.09	444.47
20E140	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/WAREHOUSE-BUFFALO GROVE/O		107.09	
			4511104554	VITI GAS UTILITY BILL FROM 2/17/23-3/14/23 FOR UNIT A-ACCT#00020, UNIT B-ACCT#00021 AND UNIT C-ACCT#00022. OKAY TO PAY.	2202300741	32.33	
20E130	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/VITI BUILDING/OPER. & MAI		32.33	
			4511567500	UTILITY GAS BILL FOR IT WAREHOUSE FROM 2/17/23 TO 03/14/23. ACCT # -00013; OKAY TO PAY.	2202300756	305.05	
20E200	2540 4000 68 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		305.05	
1025750	SMITHEREEN PEST MANAGEMENT***	03/27/2023	2979830	PEST REMOVAL SERVICES AT WT AND IT; INVOICES #2979830 AND 2979829; OKAY TO PAY	2202300687	96.00	96.00
20E110	2540 3238 34 000000			OPERATIONS & MAINTENANCE FUND/WAYNE THOMAS/OPER. & MAIN		50.00	
20E040	2540 3238 34 000000			OPERATIONS & MAINTENANCE FUND/INDIAN TRAIL/OPER. & MAIN		46.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
1025751	T MOBILE	03/27/2023	96958076003032023	203 MOBILE HOT SPOTS, ACCT 969580760	5552300019	4,013.33	4,042.34
10E200	2220 3000 38 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		4,013.33	
			974304005030623	CELL PHONES, ACCT 974304005	5552300017	29.01	
10E200	2220 3000 42 090000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		29.01	
1025752	GABRIEL VITI REVOCABLE TRUST	03/27/2023	04012023	MONTHLY RENT BPO	2502300193	20,400.00	20,400.00
20E200	2540 3000 38 000000			OPERATIONS & MAINTENANCE FUND/DISTRICT WIDE/OPER. & MAI		20,400.00	
1025753	XEROX FINANCIAL SERVICES	03/27/2023	3779023	COPIER EXPENSE - DISTRICT WIDE - OPEN PO - FY23	5552300026	647.70	647.70
10E200	2220 3000 03 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		647.70	
			19	Computer	Check(s) For a Total of		79,116.45

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	1	ACH	Checks For a Total of	51.68
	19	Computer	Checks For a Total of	79,116.45
Total For	20	Manual, Wire Tran, ACH & Computer Checks		79,168.13
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	79,168.13

FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	EDUCATION FUND	0.00	0.00	7,830.85	7,830.85
20	OPERATIONS & MAINTENANCE FUND	0.00	0.00	71,337.28	71,337.28

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
222300266	KRISTIN COCHRANE	03/23/2023	F3003673	JURY DUTY MILEAGE	2502300238	715.26	715.26
				REIMB			
10E060	1100 1000 10 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SALARIES/PROF		715.26	
222300267	CHERIE GREENWOOD	03/23/2023	012023022023	MILEAGE	5552300259	342.21	342.21
10E200	2220 3000 30 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		342.21	
222300268	ABIGAIL MANY	03/23/2023	03172023	mileage	102300097	25.19	25.19
				reimbursement			
10E010	1100 3000 30 000000			EDUCATION FUND/BRAESIDE/REGULAR PROGRAMS/PURCHASED SERV		25.19	
222300269	JESSICA SHARE	03/23/2023	03132023	mileage	102300096	13.03	13.03
				reimbursement			
10E010	1100 3000 30 000000			EDUCATION FUND/BRAESIDE/REGULAR PROGRAMS/PURCHASED SERV		13.03	
				4	ACH	Check(s) For a Total of	1,095.69

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	4	ACH	Checks For a Total of	1,095.69
	0	Computer	Checks For a Total of	0.00
Total For	4	Manual, Wire Tran,	ACH & Computer Checks	1,095.69
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	1,095.69

FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	EDUCATION FUND	0.00	0.00	1,095.69	1,095.69

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
222300266	KRISTIN COCHRANE	03/23/2023	F3003673	JURY DUTY MILEAGE	2502300238	715.26	715.26
				REIMB			
10E060	1100 1000 10 000000			EDUCATION FUND/NORTHWOOD/REGULAR PROGRAMS/SALARIES/PROF		715.26	
222300267	CHERIE GREENWOOD	03/23/2023	012023022023	MILEAGE	5552300259	342.21	342.21
10E200	2220 3000 30 000000			EDUCATION FUND/DISTRICT WIDE/ED. MEDIA/PURCHASED SERVIC		342.21	
222300268	ABIGAIL MANY	03/23/2023	03172023	mileage	102300097	25.19	25.19
				reimbursement			
10E010	1100 3000 30 000000			EDUCATION FUND/BRAESIDE/REGULAR PROGRAMS/PURCHASED SERV		25.19	
222300269	JESSICA SHARE	03/23/2023	03132023	mileage	102300096	13.03	13.03
				reimbursement			
10E010	1100 3000 30 000000			EDUCATION FUND/BRAESIDE/REGULAR PROGRAMS/PURCHASED SERV		13.03	
4 ACH						Check(s) For a Total of	1,095.69

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	4	ACH	Checks For a Total of	1,095.69
	0	Computer	Checks For a Total of	0.00
Total For	4	Manual, Wire Tran,	ACH & Computer Checks	1,095.69
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	1,095.69

FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	EDUCATION FUND	0.00	0.00	1,095.69	1,095.69

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
222300258	HOLLY COLIN	03/20/2023	02242023	PROFESSIONAL DEVELOPMENT - IAASE WINTER CONFERENCE - FEBRUARY 2023 - EXPENSE REIMBURSEMENT	2122300364	289.51	289.51
10E200	2210 3000 35 462000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		289.51	
222300259	STEPHANIE ERIKSEN	03/20/2023	02272023	PROFESSIONAL DEVELOPMENT - REGISTRATION FEE REIMBURSEMENT - CRITICAL ISSUES CONFERENCE	2122300365	45.00	45.00
10E200	2130 3000 35 000000			EDUCATION FUND/DISTRICT WIDE/HEALTH SERVICES/PURCHASED		45.00	
222300260	TAMARA NEGRON VELEZ	03/20/2023	012023	PROFESSIONAL DEVELOPMENT EXPENSE REIMBURSEMENT	2122300362	522.36	522.36
10E200	2210 3000 35 462000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		522.36	
222300261	MELISSA RAICH	03/20/2023	02272023	PROFESSIONAL DEVELOPMENT - IAASE WINTER CONFERENCE - EXPENSE REIMBURSEMENT - FEBRUARY 2022	2122300363	414.89	414.89
10E200	2210 3000 35 462000			EDUCATION FUND/DISTRICT WIDE/IMPROVE INSTR./PURCHASED S		414.89	

4 ACH Check(s) For a Total of 1,271.76

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
202200094	ALLIED BENEFIT SYSTEMS	03/20/2023	0000478097	AUGUST 2022	2502300233	481.50	481.50
10E200	2610 2220 22 000000			EDUCATION FUND/DISTRICT WIDE/DISTRICT BENEFITS/MEDICAL		481.50	
				1 Wire Transfer Check(s) For a Total of			481.50

	0	Manual	Checks For a Total of	0.00
	1	Wire Transfer	Checks For a Total of	481.50
	4	ACH	Checks For a Total of	1,271.76
	0	Computer	Checks For a Total of	0.00
Total For	5	Manual, Wire Tran,	ACH & Computer Checks	1,753.26
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	1,753.26

FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	EDUCATION FUND	0.00	0.00	1,753.26	1,753.26



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# NORTH SHORE

SCHOOL DISTRICT 112

**Revised on 4/10/23**

Date: April 11, 2023

To: Dr. Michael Lubelfeld, Superintendent of Schools  
Members of the Board of Education

From: Dr. Monica Schroeder, Deputy Superintendent

Subject: Personnel Recommendations

Policy Alignment: Policy 5:30 Hiring Process and Criteria

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### **CERTIFIED PERSONNEL**

<b><u>NAME</u></b>	<b><u>FTE</u></b>	<b><u>POSITION</u></b>	<b><u>SCHOOL</u></b>	<b><u>EFFECTIVE DATE</u></b>
Glennah McMahon	1.0	Math Teacher	NW	8/14/23

### **CLASSIFIED PERSONNEL**

<b><u>NAME</u></b>	<b><u>FTE</u></b>	<b><u>POSITION</u></b>	<b><u>SCHOOL</u></b>	<b><u>EFFECTIVE DATE</u></b>
Adriana Castrejon	1.0	Family Engagement Specialist	RO/NW	4/17/23

### **CLASSIFIED STAFF RESIGNATION**

<b><u>NAME</u></b>	<b><u>FTE</u></b>	<b><u>POSITION</u></b>	<b><u>SCHOOL</u></b>	<b><u>EFFECTIVE DATE</u></b>
Alicia Aviles	1.0	Para Pro	RO	4/7/23

### **CERTIFIED STAFF RESIGNATION**

<b><u>NAME</u></b>	<b><u>FTE</u></b>	<b><u>POSITION</u></b>	<b><u>SCHOOL</u></b>	<b><u>EFFECTIVE DATE</u></b>
Heather Palmer	1.0	French Teacher	EW	6/9/23

### **CLASSIFIED STAFF RETIREMENT**

<b><u>NAME</u></b>	<b><u>FTE</u></b>	<b><u>POSITION</u></b>	<b><u>SCHOOL</u></b>	<b><u>EFFECTIVE DATE</u></b>
Genette Affrunti	1.0	1-1 Special Education Paraprofessional	SW	6/9/23

**EXEMPT PERSONNEL TRANSFER**

<u>NAME</u>	<u>OLD POSITION</u>	<u>OLD HRS</u>	<u>OLD BLDG.</u>	<u>OLD MOS</u>	<u>NEW POSITION</u>	<u>NEW HRS</u>	<u>NEW BLDG.</u>	<u>NEW MOS</u>	<u>EFFECTIVE DATE</u>
Maria Salgado	Executive Assistant for Business Services	8	DO	12	Benefits Coordinator	8	DO	12	3/17/23

Recommendation:

Roll call vote to approve the Personnel Report, as presented.

\*These changes were added after the original posting.



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**NORTH SHORE**  
SCHOOL DISTRICT 112

Date: April 11, 2023

To: Dr. Michael Lubelfeld, Superintendent of Schools  
Members of the Board of Education

From: Jeremy Davis, Assistant Superintendent for Finance and Operations

Subject: Bid Award for Ravinia and Indian Trail Asbestos Abatement

Policy Alignment: 4:60 Purchases and Contracts

Disposition: Action

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Executive Summary:

As part of NSSD 112's Long-Range Facilities Plan - Phase 2, a Request for Bid (RFB) for the Removal of Asbestos at Ravinia and Indian Trail Elementary Schools was developed and publicly bid on April 4, 2023. A total of four (4) bids were received. Bids came from Kinsale Contracting Group, HEPA, Inc., Husar Abatement, and Tecnica Environmental. Attached is the recommendation letter and the bid tabulation.

After careful review of the bids, John Franke, Project Manager, Building & Construction for Intertek-PSI, and the administration recommend awarding the contract for each school to HEPA, Inc. as the lowest responsible and responsive bidder.

Based on this information, the administration recommends at the April 11, 2023 Special Board of Education meeting that the Board awards contracts to HEPA, Inc. for the removal of asbestos at Ravinia (\$504,000) and Indian Trail (\$391,000) Elementary Schools for a total amount of approximately \$895,000.

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Recommendation:

Roll call vote to award the contracts to HEPA, Inc. for a total amount of approximately \$895,000, for the removal of asbestos at Ravinia and Indian Trail Elementary Schools, as presented.



Professional Service Industries, Inc.  
4421 Harrison St.  
Hillside, IL 60162

April 6, 2023 – Rev. 1

Mr. Charlie Privett  
Director of Operations, Facilities & Transportation  
**North Shore School District 112**  
711 Lincoln Ave. West  
Highland Park, IL 60035

Re: Recommendation Letter –2023 Summer Work  
Asbestos Abatement Contractor  
Ravinia Elementary School  
763 Dean Ave.  
Highland Park, IL  
PSI Project No. 00475279

&

Indian Trail Elementary School  
2075 St. Johns Ave.  
Highland Park, IL  
PSI Project No. 00475280

Dear Mr. Privett:

PSI conducted a telephone interview with the winning bidder (HEPA) for the asbestos abatement work at Ravinia Grade School and Indian Trail Grade School regarding the acceptance of the Base Bid lump sum abatement cost of \$479,000 for Ravinia and \$361,000 for Indian Trail, along with a contingency allowance of \$25,000 per school. Based on the interview, PSI feels confident that HEPA can perform the work according to the specifications, as well as within the time frame set forth by District 112.

PSI reached out to other consultants who have worked with HEPA. Based on their experience, it is believed that HEPA can perform this project, as outlined.

If there are any questions, please do not hesitate to contact PSI in writing.

Respectfully Submitted,

**John Franke**  
**Project Manager**  
**Building & Construction**  
**Intertek-PSI**



## INDIAN TRAIL ELEMENTARY SCHOOL ASBESTOS ABATEMENT BID – APRIL 4, 2023

CONTRACTOR	BASE BID	ALLOWANCE	PER CLASSROOM ALTERNATE FOR ACM CHALKBOARD/MASTIC	BASE BID + ALLOWANCE
Kinsale	\$587,575	\$25,000	\$2,000	\$612,575
HEPA	<b>\$366,000</b>	\$25,000	\$1,300	<b>\$391,000</b>
Colfax	\$499,000	\$25,000	\$17,500	\$524,000
Husar	\$477,000	\$25,000	\$2,200	\$502,000
SB Enterprises EHS Tecnica Cove Midway	No Bid Submitted			



## RAVINIA ELEMENTARY SCHOOL ASBESTOS ABATEMENT BID – APRIL 4, 2023

CONTRACTOR	BASE BID	ALLOWANCE	BASE BID + ALLOWANCE
Kinsale	\$1,195,000	\$25,000	\$1,220,000
HEPA	<b>\$479,000</b>	\$25,000	<b>\$504,000</b>
Colfax	\$855,000	\$25,000	\$880,000
Husar	\$490,000	\$25,000	\$515,000
Tecnica	\$725,000	\$25,000	\$750,000
SB Enterprises EHS Cove Midway	No Bid Submitted		





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# NORTH SHORE

SCHOOL DISTRICT 112

Date: April 11, 2023  
To: Members of the Board of Education  
From: Dr. Michael Lubelfeld, Superintendent of Schools  
Subject: Dismissal of Support Personnel Employee - Popke  
Disposition: Action

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**Executive Summary:**

The Board is presented with Resolution 230411 Dismissal Of Educational Support Personnel Employee for Reasons Other Than Reduction-In-Force for Michelle Popke.

**Recommendation:**

Roll call vote to approve Resolution 230411 Dismissal Of Educational Support Personnel Employee for Reasons Other Than Reduction-In-Force for Michelle Popke, as presented.

## **RESOLUTION 230411**

### **DISMISSAL OF EDUCATIONAL SUPPORT PERSONNEL EMPLOYEE FOR REASONS OTHER THAN REDUCTION-IN-FORCE**

**WHEREAS**, the educational support personnel employee listed in this Resolution is employed by the Board of Education of North Shore School District No. 112, Lake County, Illinois, (“Board”) as the Payroll Manager during the 2022-2023 school term pursuant to a one-year employment contract (“Contract”); and

**WHEREAS**, the Board has received and reviewed information, reports, and recommendations from its administrative staff regarding the conduct and performance of the educational support personnel employee; and

**WHEREAS**, the Board provided the educational support personnel employee the opportunity for a hearing before the Board in accordance with the discharge for cause provision in the Contract prior to taking action on the recommendations received from its administrative staff, of which the educational support personnel employee failed to take advantage; and

**WHEREAS**, the Board has determined that the educational support personnel employee should be dismissed effective immediately, for reasons other than reduction-in-force and her Contract terminated, effective immediately due to discharge for cause.

**NOW, THEREFORE**, Be It Resolved by the Board of Education of North Shore School District No. 112, Lake County, Illinois, that:

**Section 1:** Michelle Popke, educational support personnel employee, will be dismissed, effective immediately for reasons other than reduction-in-force and her Contract terminated, immediately for discharge for cause, as set forth in the Notice of Dismissal attached as Exhibit A and incorporated by reference.

**Section 2:** The President and Secretary of the Board are authorized and directed to give the educational support personnel employee the written Notice of Dismissal by first class mail.

**Section 3:** The Superintendent or designee shall also deliver a copy of the Notice to the educational support personnel employee by certified mail, return receipt requested.

**Section 4:** This Resolution is in full force and effect upon its passage.

**SIGNATURE PAGE TO FOLLOW**

**ADOPTED** this 11th day of April, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ATTEST

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Board President

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Board Secretary

**EXHIBIT A**

\_\_\_\_\_, 2023

**Via First Class Mail and  
Certified Mail, Return Receipt Requested**

Ms. Michelle Popke  
\_\_\_\_\_  
\_\_\_\_\_

**RE: NOTICE OF DISMISSAL**

Dear Ms. Popke:

At its meeting held on April 11, 2023, the Board of Education of North Shore School District No. 112, Lake County, Illinois, resolved to immediately dismiss you from employment for reasons other than reduction-in-force and to terminate your employment contract immediately due to discharge for cause. The specific reasons for your dismissal have been previously reviewed with you by the administration of this District and were affirmed in writing in the Superintendent's letter dated \_\_\_\_\_.

Your last day of employment in the District was April 11, 2023.

Sincerely,

Board of Education  
North Shore School District No. 112  
Lake County, Illinois

ATTEST

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary