



LINCOLNSHIRE – PRAIRIE VIEW SCHOOL DISTRICT 103

111 Barclay Boulevard, Suite 100 • Lincolnshire, Illinois 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

BOARD OF EDUCATION AGENDA

FEBRUARY 11, 2020

The Special Meeting of the Board of Education of Lincolnshire-Prairie View School District 103 will be held on Tuesday, February 11, 2020 at 7:00 PM at 111 Barclay Boulevard, Suite 100, Lincolnshire, Illinois.

- A. Call to Order and Roll Call
- B. Community Participation
- C. Discussion Item
 - 1. Construction Manager Contract 2
 - 2. Construction Bids - Daniel Wright Facility Improvement Project 28
 - a. Base Bids No Alternates 29
 - b. Base Bids With Alternates 33
- D. Action Item
 - 1. Approval of Construction Manager Contract with ICI
 - 2. Approval of Bids
- E. Adjournment



Lincolnshire-Prairie View School District 103

1370 N. Riverwoods Road • Lincolnshire, IL 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

MEMO

To: Board of Education
From: Patrick Palbicke
CC: Dr. Scott Warren
Date: February 7, 2020
Re: Construction Bid Recommendations

Attached is the contract with ICI as the construction manager for the upcoming project and Daniel Wright. We are providing both the contract and scope of review that identifies the owner's and contractor's responsibility during the project. Our attorney, Ken Florey, is still modifying a few items in regards to language.

We recommend that you approve the contract subject to attorney final review.

 **AIA**® Document A134™ – 2009

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

AGREEMENT made as of the 15th day of September in the year 2019
(In words, indicate day, month and year.)

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

Lincolnshire-Prairie View School District 103
1370 Riverwoods Road,
Lincolnshire, Illinois 60069

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

International Contractors, Inc.
977 S. Route 83
Elmhurst, IL 60126

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

Lincolnshire-Prairie View School District 103 Master Agreement
1370 Riverwoods Road
Lincolnshire, Illinois 60069

The Architect:
(Name, legal status and address)

Wold Architects and Engineers.
110 North Brockway St. #220
Palatine, Illinois 60067

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

Scott Warren, Superintendent
Email Address: swarren@d103.org

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

Randall A. Bronge
Email Address: rabronge@iciinc.com

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

Dan Kritt, Partner
Wold Architects and Engineers

ADDITIONS AND DELETIONS:

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

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

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

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(1195921739)

The Owner and Construction Manager agree as follows.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 2.2.4 and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.5. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

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

§1.2.1 The Construction Manager has been engaged to provide professional construction management services because of its character, expertise, experience and qualifications in dealing with projects of similar scope. The Construction Manager shall exercise skill and care consistent with the expertise, experience and qualifications of construction management professionals necessary for the successful performance in a timely manner of this project.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by the parties, shall apply only as specifically provided in this Agreement. For the Construction Phase, the

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general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007, as modified, shall mean the Construction Manager.

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

The Contract Sum is the actual Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee as defined in Section 5.1. The Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work as certified by the Architect in accordance with Section 9.8 of AIA Document A201–2007 as modified by the parties. The Contract Time shall be measured from the date of commencement of the Construction Phase as established pursuant to Section 2.3.1.2 of this Agreement. Changes in the Work shall be governed by Section 5.2 of this Agreement and not by Article 7 of A201–2007 as modified by the parties. If, however, the Contract Time has been established in accordance with Section 2.2.4.5, Article 7 of A201–2007 as modified by the parties, shall control adjustments to the Contract Time. The term "day" as used in the Contract Documents shall mean business days and not calendar days. Business days shall not include Saturdays, Sundays or Federal or State holidays.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

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

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

§ 2.1.4 Phased Construction

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

§ 2.1.5 Preliminary Cost Estimates

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

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

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project in accordance with Section 10-20.21 of the Illinois School Code (105 ILCS 5/10-20.21).

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

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules, including the Control Estimate and the estimated date of Substantial Completion, except as provided in Section 2.2.4.5. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. The Construction Manager shall provide professional construction management services on this Project. Owner finds and the 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. Construction Manager acknowledges that it will act as agent of Owner as specified herein, in the Owner's best interests. The Construction Manager represents that it is knowledgeable in school construction and shall exercise reasonable care and skill to comply with and shall require that all contractors and subcontractors engaged in the construction 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 of school facilities, including the policies of the Owner.

§ 2.1.9 Notices and Compliance with Laws

Subject to the provisions of Article 2.1.8, the Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Control Estimate

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

§ 2.2.2 The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing as mutually agreed.

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

§ 2.2.4 The Control Estimate shall include

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

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

§ 2.2.6 Construction Manager shall meet with the Owner and Architect to present, discuss, review and answer questions about the Control Estimate. Owner and Architect will review the Control Estimate for conformity with the Owner's budget and design intent but such review shall not relieve Construction Manager of its obligation under this Article 2.2. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the Control Estimate, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Control Estimate. In the event that the Construction Manger discovers any inconsistencies or inaccuracies in the Control Estimate, it shall notify Architect and Owner.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007 as modified by the parties, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 Subject only to earlier issuance of the building permit, the Construction Phase shall commence upon the Owner's issuance of a Notice to Proceed.

§ 2.3.1.3 Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as Owner may specifically authorize in writing.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel may be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager may bid on any particular Project undertaken by the Owner in accordance with Section 10-20.21 of the Illinois School Code, 105 ILCS 5/10-20.21, and all other applicable laws. If the Construction Manager bids on a particular Project, the Architect will be solely responsible for evaluating the bids in conjunction with the Owner.

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

- .1 The Construction Manager, in conjunction with the Architect, shall obtain bids and prepare contracts for construction, shall arrange for and supervise all necessary pre-bid meetings, and shall assist the Owner in the publication of notices for bidding.
- .2 The Construction Manager, in conjunction with the Architect, shall investigate the responsibility of apparent low bidders based upon the criteria established in Section 10-20.21 of the Illinois School Code, 105 ILCS 5/10-20.21, and shall advise the Owner of the results of such investigation.
- .3 The Owner shall determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which bids shall ultimately be accepted, in accordance with 105 ILCS 5/10-20.21.
- .4 The Construction Manager may, on behalf of the Owner, negotiate with the apparent low bidder on any contract for a reduction in price in accordance with 720 ILCS 5/33E-12.
- .5 In the event that the Construction Manager or any other entity affiliated with the Construction Manager, or in which the Construction Manager has an interest, seeks to bid on any contract for construction, maintenance or repair work, the Construction Manager shall so notify the Owner. In such case: (i) any investigation and review of the bidder shall be performed by the Owner and Architect, and not the Construction Manager, and the Owner's and Architect's determination with respect to such investigation shall be final and not subject to the Construction Manager's review; and (ii) bids shall be held, received, and opened by the Owner and/or the Architect, and not the Construction Manager.
- .6 The Construction Manager with Owner's written approval may enter into subcontracts with contractors or subcontractors which have been publicly bid and awarded, or said contracts or subcontracts may be assigned to the Construction Manager by Owner. If authorized by Owner and publicly bid, the Construction Manager shall enter into contracts with suppliers of materials or equipment for the Work.

§ 2.3.2.3 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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

§ 2.3.2.5 Upon the Owner's approval of the Control Estimate, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007 as modified by the parties.

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

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 as modified by the parties, shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 as modified by the parties, shall apply to both the Preconstruction and Construction Phases.

§ 2.6 The Construction Manager, to the best of its information, knowledge and belief, hereby represents and warrants to the Owner the following:

- (a) that Construction Manager is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services required and perform its obligations hereunder;
- (b) that Construction Manager is able to furnish any of the plant, tools, materials, supplies, equipment and labor required to complete the services required hereunder and to perform all of its obligations hereunder and has sufficient experience and competence to do so;
- (c) that Construction Manager is authorized to do business in Illinois and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it to undertake the services required hereunder and the Project itself;
- (d) that Construction Manager's execution of this Agreement and the performance thereof are within its duly authorized powers; and
- (e) that Construction Manager's duly authorized representative has visited the school site, familiarized himself with the local conditions under which the services required hereunder are to be performed and correlated his observations with all of the requirements of the Contract Documents.

§ 2.7 For a period of **two years** after the Date of Substantial Completion, the Construction Manager shall, without additional compensation, act on behalf of the Owner to:

1. Coordinate and expedite the resolution of construction-related problems.
2. Coordinate and expedite the repair/ replacement of items covered under guarantees/warranties.
3. Conduct an 11th month follow-up review of the complete facility to verify satisfactory performance of materials and systems.

§ 2.8 The Construction Manager shall, without additional compensation, provide services reasonably necessary to (1) effect completion of all "punch list" work and to obtain final completion; (2) obtain warranties and guarantees to be provided under the Contract Documents; and (3) resolve start-up or initial operational difficulties.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements, provided that nothing in this paragraph shall require the Owner to independently perform architectural services or services required of the Construction Manager under paragraph 2.1.8 hereof or otherwise hereunder.

§ 3.1.2

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

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

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

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

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

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

§ 3.2 Owner's Designated Representative

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

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

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B101™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

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

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

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Negotiated based on the scope of work and required quantity of estimates: Conceptual, Programming, Schematic Design, Design Development and Construction Documents.

The Preconstruction Fee as negotiated on a per project basis.

(Paragraph deleted)

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

§ 4.2 Payments

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

§ 4.2.2 Payments are due and payable

(Paragraphs deleted)

within thirty (30) days of Construction Manager's submission of a complete draw request, including all required supporting documentation, waivers of lien or other requirements of this Agreement or Owner's lender or title insurer ("Complete Draw Package"). Amounts unpaid thirty (30) days after submission of all required documents shall bear interest at the maximum rate permitted by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

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

§ 5.1.1 The Construction Manager's Fee:

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

Staffing, Insurance and Professional Fees:

- The District will request a staffing and fee proposal from the Construction Manager that will be based on the anticipated project scope, Cost of the Work, for a given school year.
- Cost of the work includes Managed Project Volume, ICI Staffing, Professional Fee and Reimbursable General Conditions.
- Managed Project Volume is the sum value of awarded or assigned trade work to ICI and additive change orders.
- Professional Fee for each project is negotiated on per project basis of the Managed Project Volume.
- Staffing for each project is negotiated depending on scope, duration and timing within the respective calendar year. Hourly rates listed in the contract are subject to annual review and increases.
- Insurance will be billed at 0.85% of Cost of the Work. Insurance costs will be reviewed annually for market increases

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

Construction Manager's fee on all additive changes in the work shall be the agreed Project Fee on the cost of the additive change. Deductive changes in the work, made following award of the contracts to ICI, shall simply be deducted from the Project Cost without reduction to Professional Fee or staffing.

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

N/A

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

§ 5.1.5 Unit prices, if any: staffing rates are identified herein, rates are subject to review annually
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Project Executive	Hour 2020-2021	\$155.00
Project Manager	Hour 2020-2021	\$130.00
Senior Superintendent	Hour 2020-2021	\$110.00
Assist Superintendent	Hour 2020-2021	\$93.00
Junior Superintendent	Hour 2020-2021	\$85.00
Project Engineer	Hour 2020-2021	\$95.00
Project Administrator	Hour 2020-2021	\$75.00
Estimating	Hour 2020-2021	\$135.00
Accounting	Hour 2020-2021	\$85.00

§ 5.2 Changes in the Work

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

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

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

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

§ 5.3 Notwithstanding the foregoing, no change order with a cost in excess of \$10,000 shall be made except in compliance with the requirements set forth in 720 ILCS 5/33E-9. The Superintendent of designee shall have the authority to authorize changes in the work based on the recommendation of the Architect and Construction Manager to maintain the overall construction schedule. The Construction Manager will recommend a project contingency for use during the project based on the unique parameters of the work.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

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

§ 6.2 Labor Costs

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

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

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

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

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

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

§ 6.3 Subcontract Costs

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

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

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

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

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

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

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

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

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

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§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work; provided that the Construction Manager has received prior written approval to incur such expenses and provides invoices of such expenses to the Owner.

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

§ 6.6 Miscellaneous Costs

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

§ 6.6.2 To the extent Owner is not tax exempt, sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

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

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

§ 6.6.5

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

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

§ 6.6.8

§ 6.6.9

§ 6.7 Other Costs and Emergencies

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

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

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

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

§ 6.8 Costs Not to Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;

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

§ 6.9 Discounts, Rebates and Refunds

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

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

§ 6.10 Related Party Transactions

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

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

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, 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 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

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

§ 7.1.3 Owner shall make payment of the certified amount to the Construction Manager not later than the 30th date following submission of a Complete Draw Package.
(Federal, state or local laws may require payment within a certain period of time.)

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

§ 7.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment.

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

- .1 Take the Cost of the Work as described in Section 6.1.1;
- .2 Add the Construction Manager's Fee, less retainage of Ten percent (10.00 %). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the preceding Section 7.1.6.1 at the rate stated in Section 5.1.1; or if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of Ten percent (10.00 %) from that portion of the Work that the Construction Manager self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Architect has withheld or withdrawn a Certificate for Payment as provided in the Contract Documents.
- .7 **No retention shall be held on insurance, bonds and material only purchases; and**
- .8 **Retention shall be reduced to 5% at 75% completion of the Project.**

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

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

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

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§ 7.2 Final Payment

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

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007 as modified by the parties, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

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

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

§ 7.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to seek an initial decision pursuant to the Section 15.2 of A201-2007. The Construction Manager shall make a request for an initial decision within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request an initial decision within this 30-day period shall result in the substantiated amount reported by the Owners’ auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

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

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007 as modified by the parties..

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
General Liability	\$2,000,000.00
Automobile	\$1,000,000.00
Excess/Umbrella	\$25,000,000.00
Workers Compensation	\$1,000,000.00

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007 as modified by the parties. 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 and Section 9.3 of this Agreement shall not apply.

§ 9.2 The method of binding dispute resolution shall be by litigation in a court of competent jurisdiction located in Will County, Illinois or within the federal district courts of the Northern District of Illinois.

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

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services.

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Owner's Approval of the Control Estimate

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

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

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

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

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

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Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

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

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

§ 10.2.1 Subsequent to the Owner's approval of the Control Estimate, the Contract may be terminated as provided in Sections 14.1.1, 14.1.2 and 14.2.1 of A201–2007 as modified by the parties. The provisions of Article 14 of A201–2007 do not otherwise apply to this Section 10.2.

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

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

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

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

§ 10.3 Suspension

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007 as modified by the parties.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 as modified by the parties, shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 as modified by the parties, shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

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

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Except as provided in Section 13.2.2 of A201–2007 as modified by the parties, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

Rates for International Contractors’ personnel not included in the fee are billed per hour as follows:

Item	Units and Limitations	Price per Unit (\$0.00)
Project Executive	Hour 2019-2020	\$140.00
Project Manager	Hour 2019-2020	\$125.00
Senior Superintendent	Hour 2019-2020	\$107.00
Assist Superintendent	Hour 2019-2020	\$93.00
Junior Superintendent	Hour 2019-2020	\$85.00
Project Engineer	Hour 2019-2020	\$85.00
Project Administrator	Hour 2019-2020	\$75.00
Estimating	Hour 2019-2020	\$135.00
Accounting	Hour 2019-2020	\$78.00

As an independent contractor of Owner, records in the possession of the Construction Manager related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Construction Manager shall immediately provide Owner with any such records requested by the Owner in order to timely respond to any FOIA request received by the Owner. The Owner will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Construction Manager refuses to provide a record that is the subject of a FOIA request to the Owner and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the Owner in any way, the Construction Manager shall reimburse the Owner for all costs, including attorneys’ fees, incurred by the Owner related to the FOIA request and records at issue.

§ 11.6 The Owner is a tax exempt organization. Federal excise tax does not apply to the Owner and State of Illinois Sales Tax does not apply. The amounts to be paid to the Construction Manager hereunder are inclusive of all other taxes that may be levied, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Construction Manager shall be responsible for any taxes levied or imposed upon the income or business privileges of the Construction Manager.

§ 11.7 The Construction Manager shall indemnify, save harmless, and defend the Owner, its Board, Board members, employees, agents, volunteers and successors against all claims, losses, liability, costs, and expenses (including attorneys’ fees) related to damage to property or person (including death) that may arise out of or in connection with the Construction Manager’s, its employees’, agents’ or subcontractors’ breach of this Agreement and/or its negligent or willful actions or emissions in accordance with the AIA 201 as modified by the parties..

§ 11.8 The Construction Manager understands and acknowledges that its work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The Construction Manager further understands and acknowledges that the State of Illinois requires that all employees of vendors, licensees, Contractors or others having direct, daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. Prior to allowing any of its employees who will be performing the scope of work access to school property, the Construction Manager, at its expense, agrees to provide the Owner with the following:

1. Evidence that each employee, agent, contractor or other person performing work on school property under this Agreement was subjected to a criminal background check in conformity with 105 ILCS

Init.

5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9; and

- 2. The Construction Manager will provide the Owner, upon request, a copy of the criminal background check conducted on each such person.

In the event the Construction Manager plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under its Agreement with the Owner then, in that event, the Construction Manager will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event the Construction Manager fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the Construction Manager, or caused by an employee of a subcontractor to the Construction Manager, then in that event, the Construction Manager agrees to fully defend and indemnify, including reimbursement of attorney’s fees and costs, the Owner against any such claims.

ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction as modified by the parties
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.4
(Paragraphs deleted)
Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

Board President, Lincolnshire-Prairie View School
District 103
(Printed name and title)

Randall A. Bronge, Vice President
(Printed name and title)

Init.



AIA[®] Document A221[™] – 2018

Work Order for use with Master Agreement Between Owner and Contractor

WORK ORDER number 001 made as of the Seventh day of February in the year Two Thousand Twenty
(In words, indicate day, month, and year.)

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

Lincolnshire-Prairie View School District 103
1370 Riverwoods Road,
Lincolnshire, Illinois 60069

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

International Contractors, Inc.
977 S. Route 83
Elmhurst, IL 60126

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

Daniel Wright Jr. High School – Addition and Renovations
1370 North Riverwoods
Lincolnshire, IL 60062

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

Wold Architects and Engineers
110 North Brockway St. #220
Palatine, Illinois 60067

THE CONTRACT

This Work Order, together with the Contract Documents enumerated herein, including the Master Agreement between Owner and Contractor dated the Fifteenth day of September in the year Two Thousand Nineteen
(In words, indicate day, month, and year.)

form the Contract.

The Owner and Contractor 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 provides the Contractor's scope of Work, and related information, and is intended to be used with AIA Document A121[™]– 2018, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders.

Init.

TABLE OF ARTICLES

- 1 THE WORK OF THIS WORK ORDER**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
(Paragraphs deleted)

ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall execute the Work described in the Contract Documents enumerated in Article 7 of this Work Order, and any modifications issued after execution of this Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

RESERVED

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below
- Other, in accordance with Section 3.5 below

(Based on the selection above, complete Section 3.2, 3.3, 3.4 or 3.5 below.)

§ 3.2 Stipulated Sum

RESERVED

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 3.3 Cost of the Work plus Contractor’s Fee

RESERVED

(Paragraphs deleted)

§ 3.4 Cost of the Work plus Contractor’s Fee with a Guaranteed Maximum Price

RESERVED

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

Init.

(Table deleted)
(Paragraphs deleted)

§ 3.5 Other

§ 3.5.1 The Contract Sum shall be determined in accordance with the following:
(Insert a description of how the Contract Sum will be determined.)

As set forth on ICI Project Cost Document, attached as Exhibit A.

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

OWNER *(Signature)*

Board President, Lincolnshire-Prairie View School
District 103

(Printed name and title)

CONTRACTOR *(Signature)*

Randall A. Bronge, Vice President

(Printed name and title)

Init.

Exhibit A

Lincolnshire-Prairie View SD #103
 Daniel Wright Jr. High School - Addition and Renovations
 1370 North Riverwoods Road
 Lincolnshire, IL 60069
 Project No. 1086



Date of Bid Opening: January 28, 2020 - 4:00 pm

CSI	BID PKG.	DESCRIPTION	TRADE CONTRACTOR	BASE BID + BOND	COST ESTIMATE 12-20-2020	ALT. #01 Roof Replacement	ALT. #02 Trespa Panels	ALT. #03 New RTU
31 00 00	01	Excavation / Site Utilities / Landscaping	D.K. Contractors, Inc.	\$172,110	\$161,462	\$0	\$0	\$0
03 30 00	02	Cast in Place Concrete	Daker Corporation	\$127,397	\$179,178	\$0	\$0	\$0
04 20 00	03	Masonry	A. Horn, Inc.	\$133,930	\$142,160	\$0	\$0	\$0
05 10 00	04	Structural & Misc. Steel	McKinney Steel & Sales, Inc.	\$185,309	\$225,216	\$0	\$0	\$1,468
08 10 00	05	General Trades	Stuckey Construction, Inc.	\$1,494,000	\$1,499,566	\$0	\$189,000	\$0
12 30 00	06	Casework	Stevens Industries, Inc.	\$182,236	\$259,505	\$0	\$0	\$0
07 50 00	07	Roofing	Combined Roofing Services, Inc.	\$362,500	\$269,779	\$749,800	\$0	\$6,000
08 80 00	08	Glass & Glazing	IG Commercial, Inc. (2nd Low)	\$394,837	\$285,793	\$0	\$0	\$0
09 60 00	09	Flooring	Consolidated Flooring of Chicago, LLC	\$222,185	\$253,081	\$0	\$0	\$2,250
09 90 00	10	Painting	Ascher Brothers Company	\$77,500	\$74,702	\$0	\$0	\$0
21 00 00	11	Fire Protection	Nelson Fire Protection, Inc.	\$248,524	\$342,696	\$0	\$0	\$0
22 00 00	12	Plumbing	Jensen's Plumbing & Heating, Inc.	\$359,800	\$350,573	\$0	\$0	\$0
23 00 00	13	H.V.A.C.	Jensen's Plumbing & Heating, Inc.	\$626,000	\$618,287	\$0	\$0	\$37,000
26 00 00	14	Electrical	Krause Electrical Contractors, Inc.	\$1,017,250	\$1,076,703	\$0	\$0	\$0
TRADE CONTRACTOR COST SUBTOTAL				\$5,603,578	\$5,738,700	\$749,800	\$189,000	\$46,718
Contingencies								
Design / Bid Contingency				1.5%	\$0	\$86,081		
Contingency				5.0%	\$280,179	\$291,239		
CM Fees / GC's / Insurance								
Construction Management Staff					\$453,592	\$453,592		
Reimbursable Expense					\$32,200	\$32,200		
Pre-Construction Fee					\$30,500	\$30,500		
CM Fee				2.75%	\$161,803	\$168,191		
Insurance				1.0%	\$65,619	\$68,005		
TOTAL CONSTRUCTION COST				\$6,627,471	\$6,868,500			
Soft Costs								
General								
Builder's Risk Insurance				0.30%	\$19,882	\$20,606		
Design / Consultant Fees								
A/E Fees				5.6%	\$371,138	\$382,812		
F.F.&E. Consultant					N/A	N/A		
Technology Consultant					N/A	N/A		
Landscape Design					N/A	N/A		
Called Inspections (B&F)					\$10,000	\$10,000		
Geotechnical Assessment					\$10,000	\$10,000		
Plat of Survey					\$7,500	\$7,500		

Lincolnshire-Prairie View SD #103
 Daniel Wright Jr. High School - Addition and Renovations
 1370 North Riverwoods Road
 Lincolnshire, IL 60069
 Project No. 1086



Date of Bid Opening: January 28, 2020 - 4:00 pm

BID CSI	PKG. DESCRIPTION	TRADE CONTRACTOR	BASE BID + BOND	COST ESTIMATE	ALT. #01 Roof	ALT. #02 Trespa	ALT. #03 New
	Construction Materials Testing		\$20,000	\$20,000			
	Environmental Assessment		N/A	N/A			
	Environmental Abatement		N/A	N/A			
	3rd Party Mech. Commissioning		\$30,000	\$30,000			
	<u>Temporary Conditions</u>						
	Move-Out / Move-In		By School District	By School District			
	Temporary Partitions		w/ Const.	w/ Const.			
	Final Clean		w/ Const.	w/ Const.			
	<u>Utility / Municipality</u>						
	Com Ed		N/A	N/A			
	NiCor		N/A	N/A			
	Lake Cty. Storm Water Review		N/A	N/A			
	<u>F.F.&E.</u>						
	Furniture - Classroom		\$70,000	\$70,000			
	Furniture - Library		N/A	N/A			
	Furniture - Office		\$35,000	\$35,000			
	Furniture - FCS		\$15,000	\$15,000			
	Technology & A/V Equipment		\$100,000	\$100,000			
	Security System Equipment		\$15,000	\$15,000			
TOTAL PROJECT COST			\$7,330,992	\$7,584,400			



Lincolnshire-Prairie View School District 103

1370 N. Riverwoods Road • Lincolnshire, IL 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

MEMO

To: Board of Education
From: Patrick Palbicke
CC: Dr. Scott Warren
Date: February 7, 2020
Re: Construction Bid Recommendations

Final bid recommendations are attached. ICI has provided updated numbers as they completed vetting and reviewing the scopes of work with each contractor. Presented are two items for review.

The first set for review is the recommendation for just the base packages, without any alternates.

The second item includes if the board chooses to award the base bids with alternates.

ICI will be at the board meeting to review and discuss the information presented before approval.

February 6, 2020

Sent Via Email

Mr. Patrick Palbicke
 Lincolnshire-Prairie View School District 103
 1370 N. Riverwoods Road
 Lincolnshire, IL 60069

Re: 2020 Daniel Wright Junior High Additions & Renovations
 ICI Project No. 1086
 Recommendation for Bid Package Award

Dear Mr. Palbicke:

International Contractors, Inc. is pleased to provide Lincolnshire-Prairieview School District 103 with the following award recommendations following the bid opening of January 28, 2020 for the 2020 Daniel Wright Junior High Additions & Renovations project. We have conducted a scope review with each recommended contractor to gain their understanding of the scope and schedule for the project. Each contractor demonstrated an understanding of the scope and execution of the project. We have determined that each Award Recommendation is the Lowest Responsible Bidder based on the Contract Documents.

BID PACKAGE #001: Excavation/Site Utilities/Landscaping

Award Recommendation: DK Contractors, Inc.

	Base Bid Amount:	\$172,110.00
	Total Award Amount:	\$172,110.00

BID PACKAGE #002: Concrete

Award Recommendation: Daker Corp.

	Base Bid Amount:	\$127,397.00
	Total Award Amount:	\$127,397.00



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BID PACKAGE #003: Masonry

Award Recommendation: A. Horn, Inc.

	Base Bid Amount:	\$133,930.00
	Total Award Amount:	\$133,930.00

BID PACKAGE #004: Steel

Award Recommendation: McKinney Steel & Sales, Inc.

	Base Bid Amount:	\$185,309.00
	Total Award Amount:	\$185,309.00

BID PACKAGE #005: General Trades

Award Recommendation: Stuckey Construction Co., Inc.

	Base Bid Amount:	\$1,494,000.00
	Total Award Amount:	\$1,494,000.00

BID PACKAGE #006: Casework

Award Recommendation: Stevens Industries, Inc.

	Base Bid Amount:	\$182,236.00
	Total Award Amount:	\$182,236.00

BID PACKAGE #007: Roofing

Award Recommendation: Combined Roofing Services, Inc.

	Base Bid Amount:	\$362,500.00
	Total Award Amount:	\$362,500.00



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BID PACKAGE #008: Glazing

Award Recommendation: IG Commercial, Inc.

	Base Bid Amount:	\$394,837.00
	Total Award Amount:	\$394,837.00

The lowest bidder, 3F Corporation missed a portion of the work and withdrew their bid.

BID PACKAGE #009: Flooring

Award Recommendation: Consolidated Flooring of Chicago, LLC

	Base Bid Amount:	\$222,185.00
	Total Award Amount:	\$222,185.00

BID PACKAGE #010: Painting

Award Recommendation: Ascher Brothers Co., Inc.

	Base Bid Amount:	\$77,500.00
	Total Award Amount:	\$77,500.00

BID PACKAGE #011: Fire Protection

Award Recommendation: Nelson Fire Protection, Inc.

	Base Bid Amount:	\$248,524.00
	Total Award Amount:	\$248,524.00



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BID PACKAGE #012: Plumbing

Award Recommendation: Jensen's Plumbing & Heating, Inc.

	Base Bid Amount:	\$359,800.00
	Total Award Amount:	\$359,800.00

BID PACKAGE #013: HVAC

Award Recommendation: Jensen's Plumbing & Heating, Inc.

	Base Bid Amount:	\$626,000.00
	Total Award Amount:	\$626,000.00

BID PACKAGE #014: Electrical

Award Recommendation: Krause Electrical Contractors, Inc.

	Base Bid Amount:	\$1,017,250.00
	Total Award Amount:	\$1,017,250.00

Respectfully Submitted,

Renoj Jacob
Project Manager
INTERNATIONAL CONTRACTORS, INC.

RJ/hed

February 6, 2020

Sent Via Email

Mr. Patrick Palbicke
 Lincolnshire-Prairie View School District 103
 1370 N. Riverwoods Road
 Lincolnshire, IL 60069

Re: 2020 Daniel Wright Junior High Additions & Renovations
 ICI Project No. 1086
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BID PACKAGE #001: Excavation/Site Utilities/Landscaping

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	Base Bid Amount:	\$172,110.00
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Award Recommendation: Daker Corp.

	Base Bid Amount:	\$127,397.00
	Total Award Amount:	\$127,397.00



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BID PACKAGE #003: Masonry

Award Recommendation: A. Horn, Inc.

	Base Bid Amount:	\$133,930.00
	Total Award Amount:	\$133,930.00

BID PACKAGE #004: Steel

Award Recommendation: McKinney Steel & Sales, Inc.

	Base Bid Amount:	\$185,309.00
	Alternate #003:	1,468.00
	Total Award Amount:	\$186,777.00

BID PACKAGE #005: General Trades

Award Recommendation: Stuckey Construction Co., Inc.

	Base Bid Amount:	\$1,494,000.00
	Alternate #002:	189,000.00
	Total Award Amount:	\$1,683,000.00

BID PACKAGE #006: Casework

Award Recommendation: Stevens Industries, Inc.

	Base Bid Amount:	\$182,236.00
	Total Award Amount:	\$182,236.00



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BID PACKAGE #007: Roofing

Award Recommendation: Combined Roofing Services, Inc.

	Base Bid Amount:	\$362,500.00
	Alternate #003:	6,000.00
	Total Award Amount:	\$368,500.00

BID PACKAGE #008: Glazing

Award Recommendation: IG Commercial, Inc.

	Base Bid Amount:	\$394,837.00
	Total Award Amount:	\$394,837.00

The lowest bidder, 3F Corporation missed a portion of the work and withdrew their bid.

BID PACKAGE #009: Flooring

Award Recommendation: Consolidated Flooring of Chicago, LLC

	Base Bid Amount:	\$222,185.00
	Alternate #003:	2,250.00
	Total Award Amount:	\$224,435.00

BID PACKAGE #010: Painting

Award Recommendation: Ascher Brothers Co., Inc.

	Base Bid Amount:	\$77,500.00
	Total Award Amount:	\$77,500.00



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BID PACKAGE #011: Fire Protection

Award Recommendation: Nelson Fire Protection, Inc.

	Base Bid Amount:	\$248,524.00
	Total Award Amount:	\$248,524.00

BID PACKAGE #012: Plumbing

Award Recommendation: Jensen's Plumbing & Heating, Inc.

	Base Bid Amount:	\$359,800.00
	Total Award Amount:	\$359,800.00

BID PACKAGE #013: HVAC

Award Recommendation: Jensen's Plumbing & Heating, Inc.

	Base Bid Amount:	\$626,000.00
	Alternate #003:	37,000.00
	Total Award Amount:	\$663,000.00

BID PACKAGE #014: Electrical

Award Recommendation: Krause Electrical Contractors, Inc.

	Base Bid Amount:	\$1,017,250.00
	Total Award Amount:	\$1,017,250.00

Respectfully Submitted,

Renoj Jacob
 Project Manager
 INTERNATIONAL CONTRACTORS, INC.

RJ/hed

INTERNATIONAL CONTRACTORS, INC.



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February 4, 2020

Sent Via Email

Mr. Patrick Palbicke
 Lincolnshire-Prairie View School District 103
 1370 N. Riverwoods Road
 Lincolnshire, IL 60069

Re: 2020 Daniel Wright Junior High Additions & Renovations
 ICI Project No. 1086
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	Alternate #003:	1,468.00
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	Base Bid Amount:	\$1,494,000.00
	Alternate #002:	189,000.00
	Total Award Amount:	\$1,683,000.00

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Award Recommendation: Stevens Industries, Inc.

	Base Bid Amount:	\$182,236.00
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	Base Bid Amount:	\$362,500.00
	Alternate #002:	
	Alternate #003:	6,000.00
	Total Award Amount:	\$362,500.00

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	Base Bid Amount:	\$394,837.00
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Respectfully Submitted,



Renoj Jacob
 Project Manager
 INTERNATIONAL CONTRACTORS, INC.

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