

High Hopes

Big Picture
Visioning

1

High School
Design Trends

2



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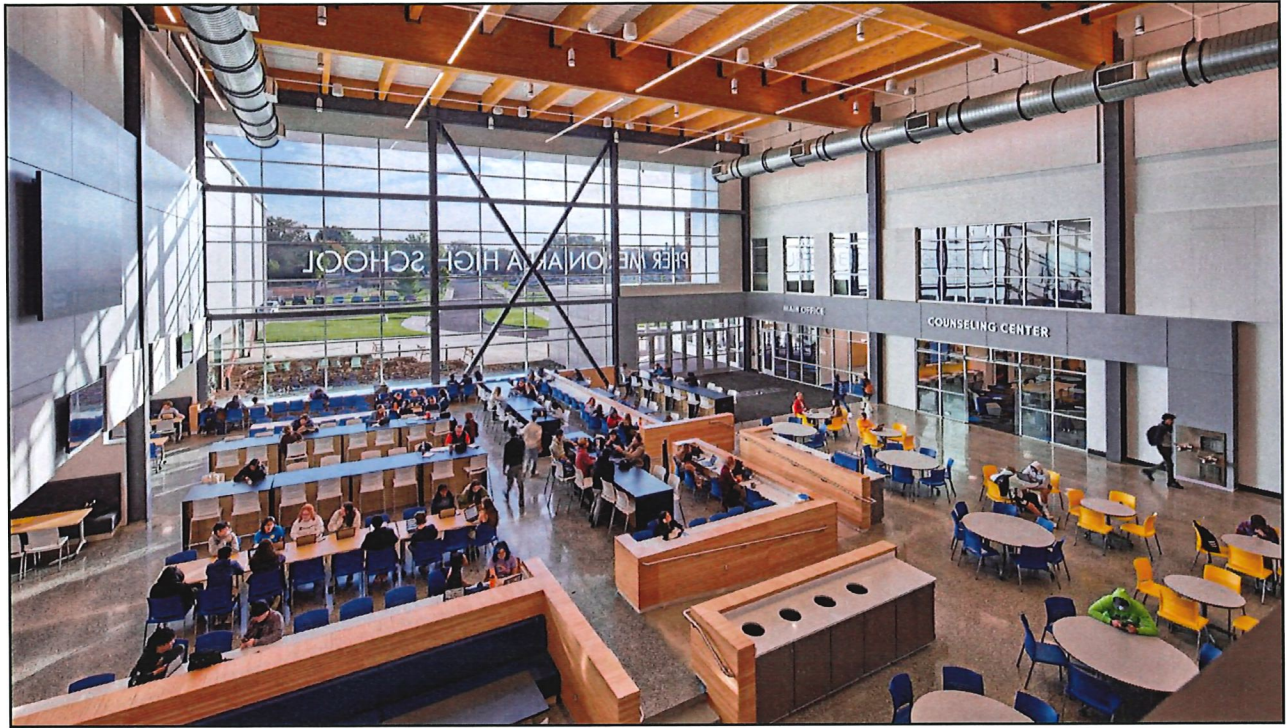
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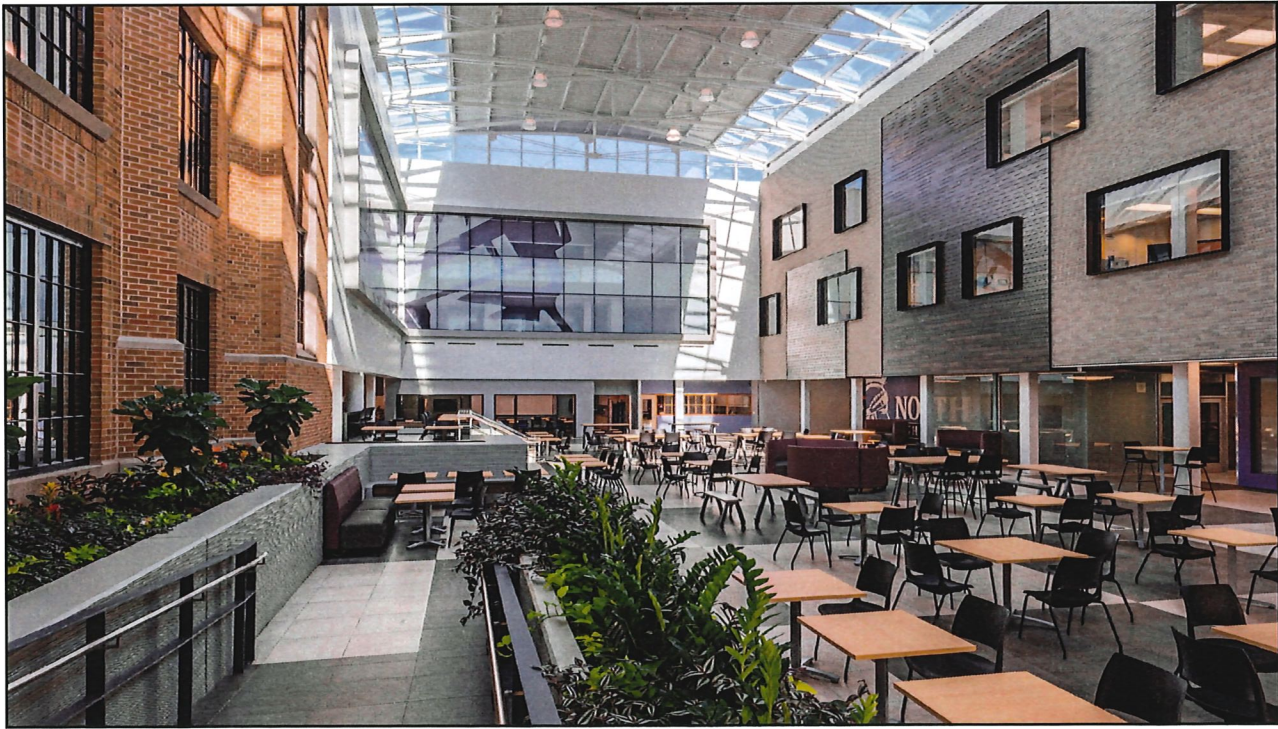


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Signature Photo

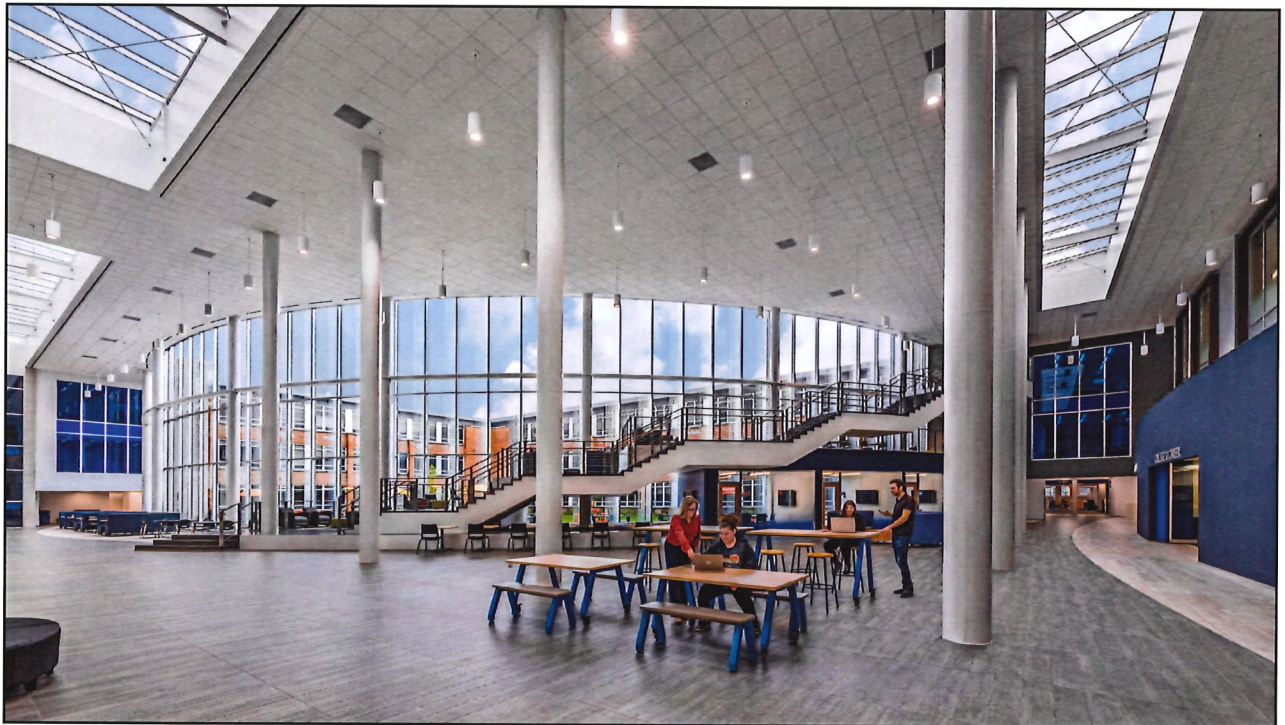
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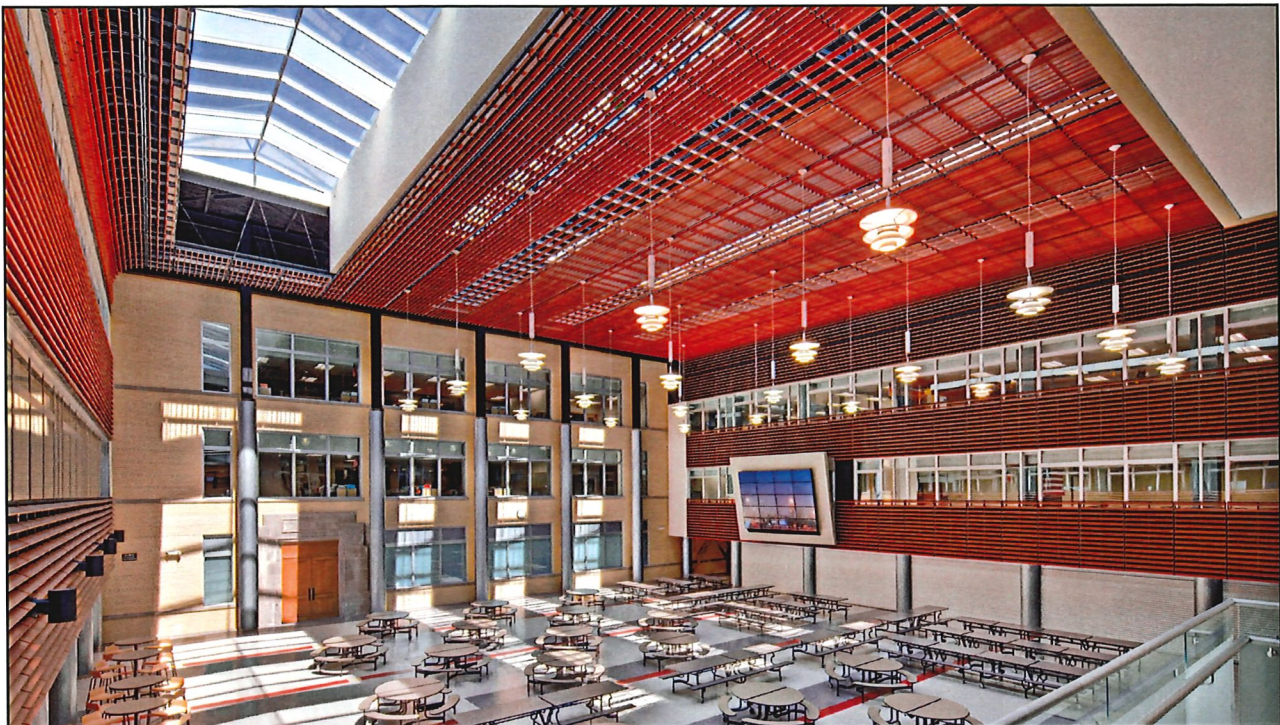
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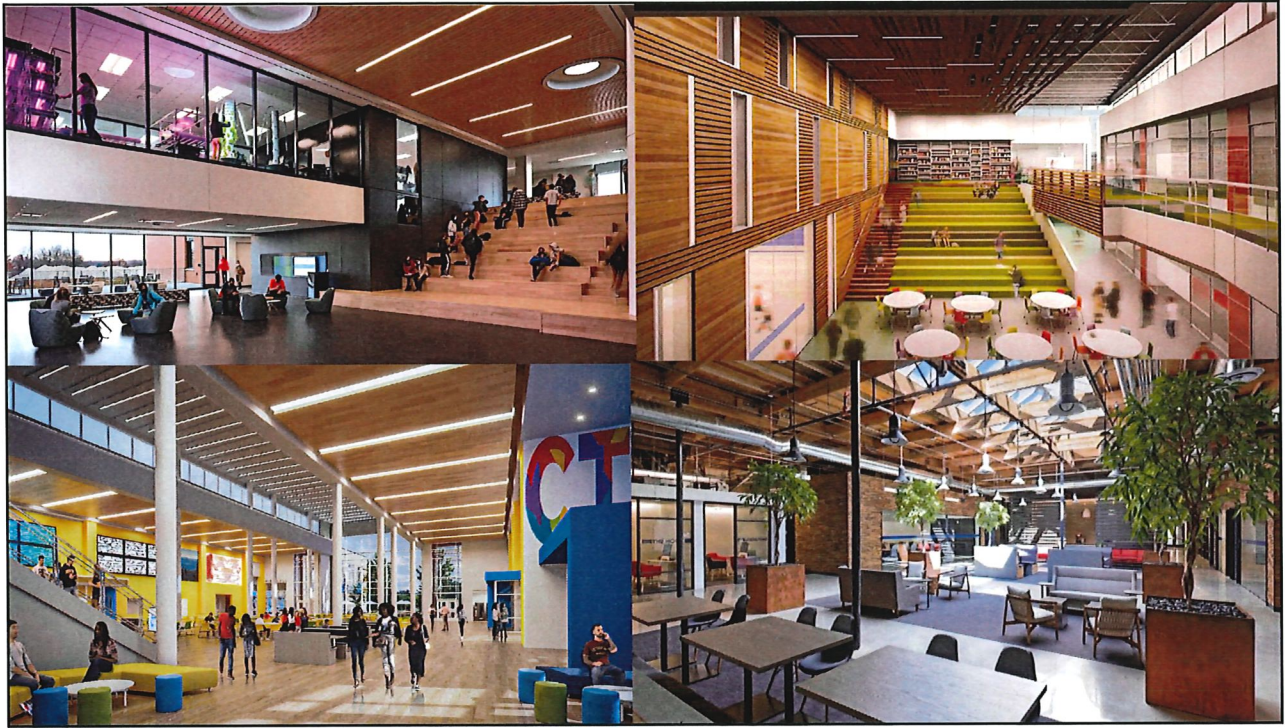
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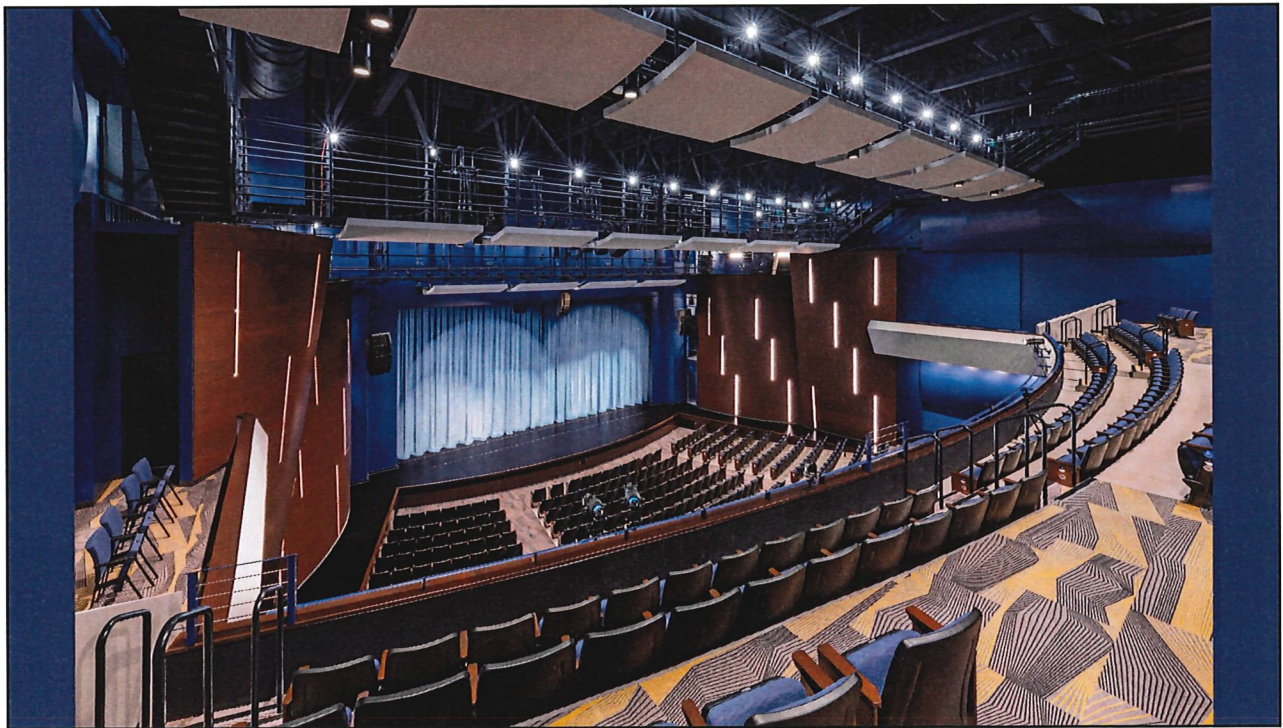
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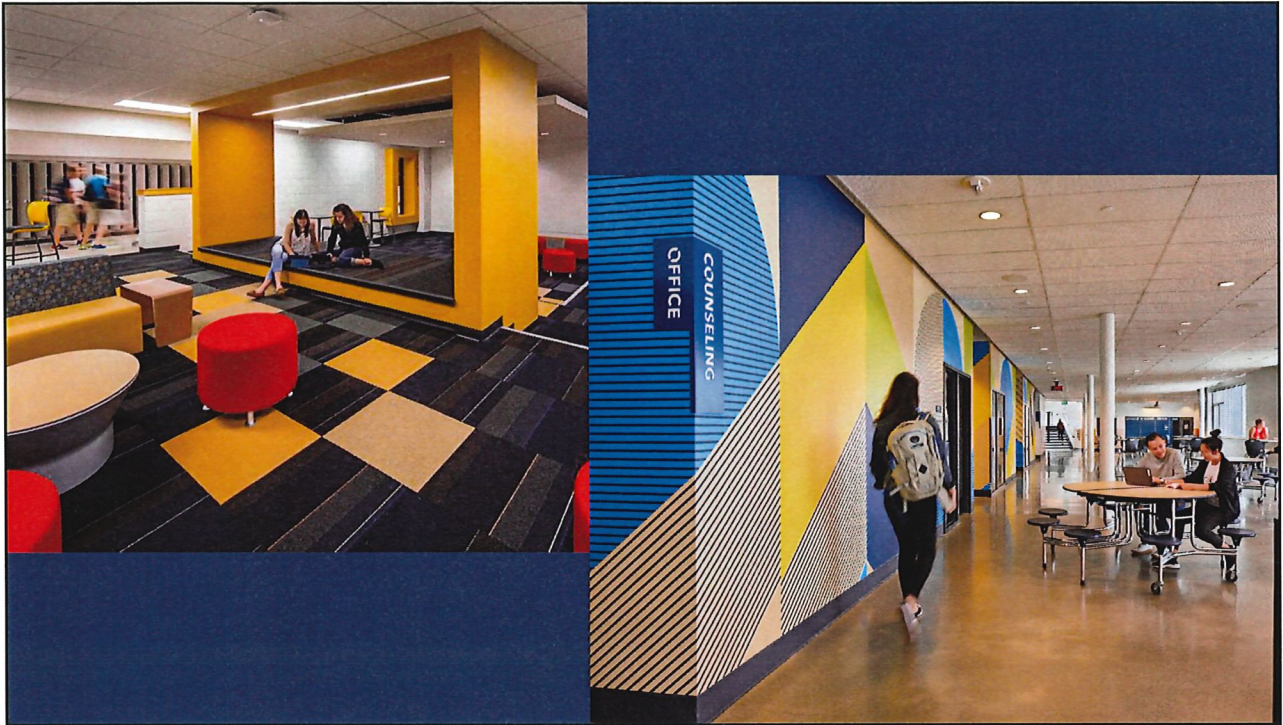
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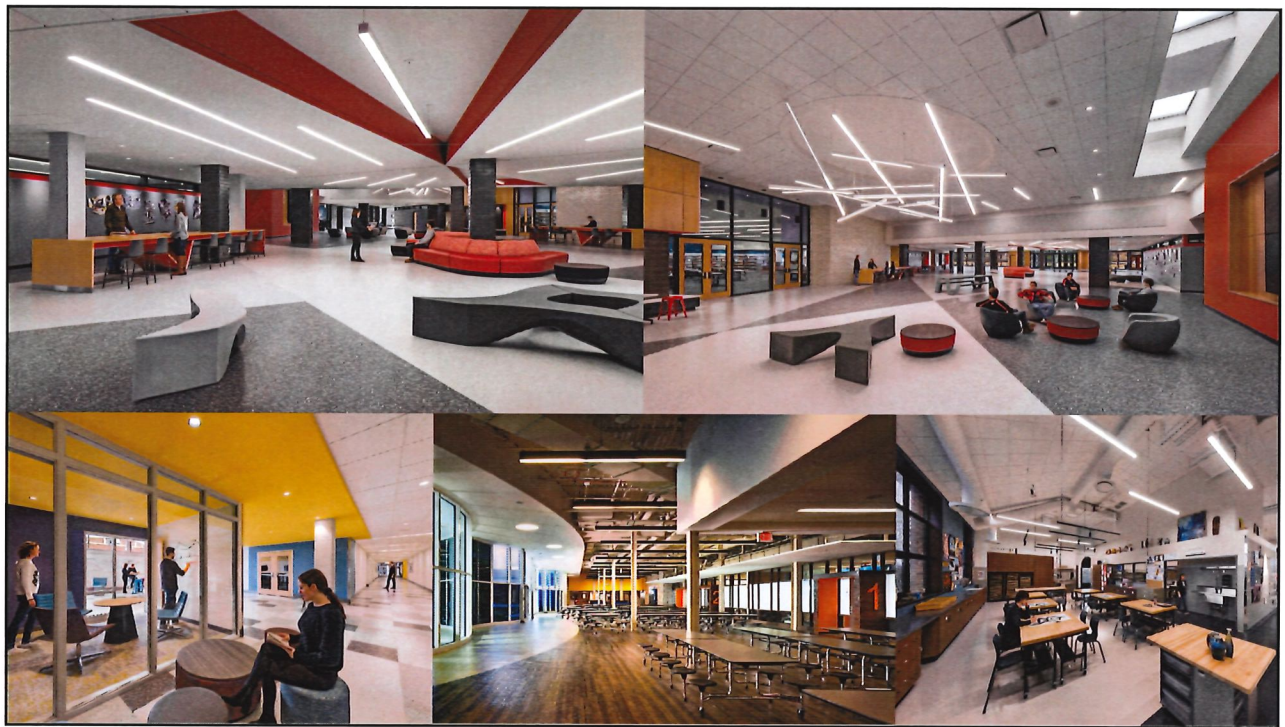
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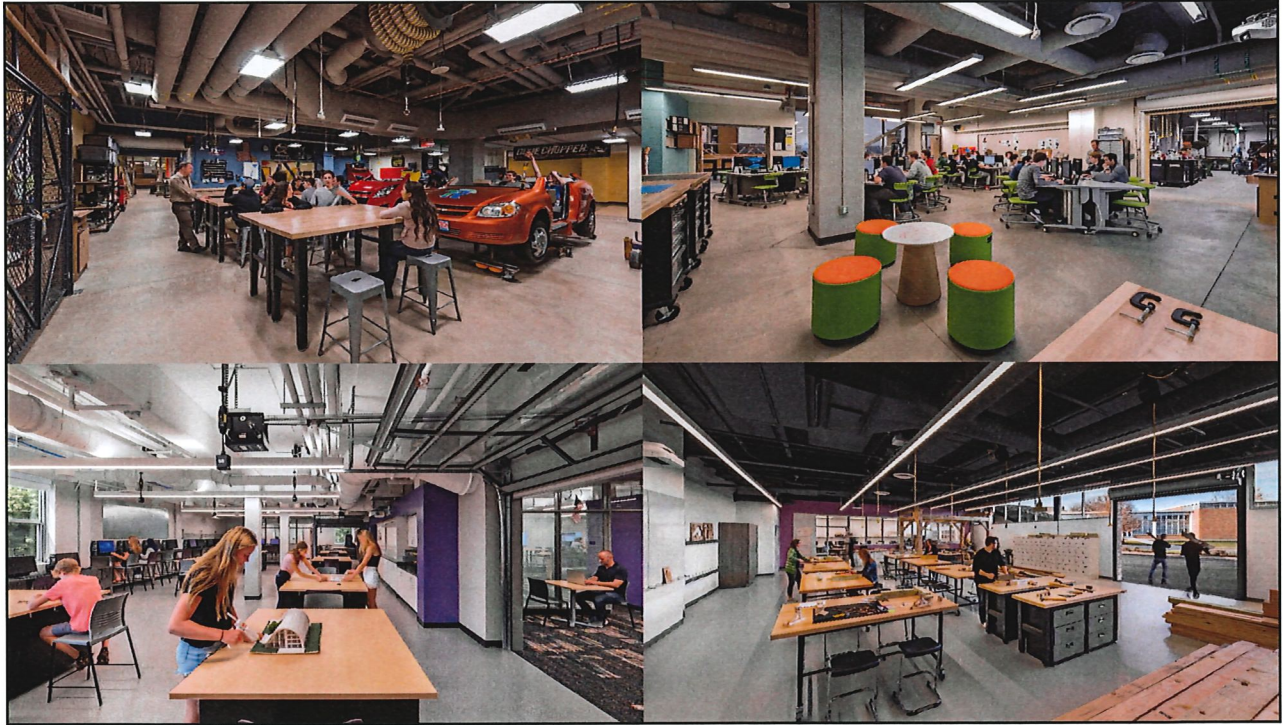
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Inspiration

“The beautiful thing about learning is that no one can take it away from you.”

B.B. King

“A teacher affects eternity; they can never tell where their influence stops.”

Henry B. Adams

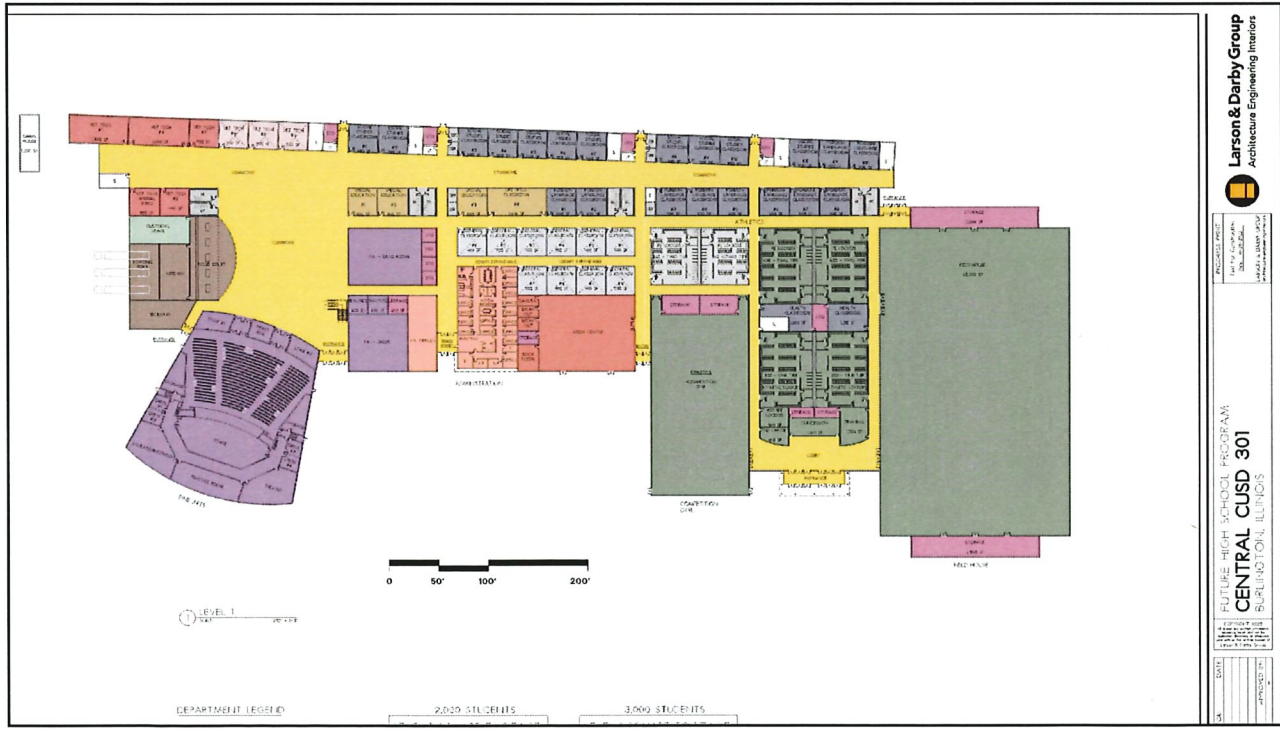
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Initial High School Concept

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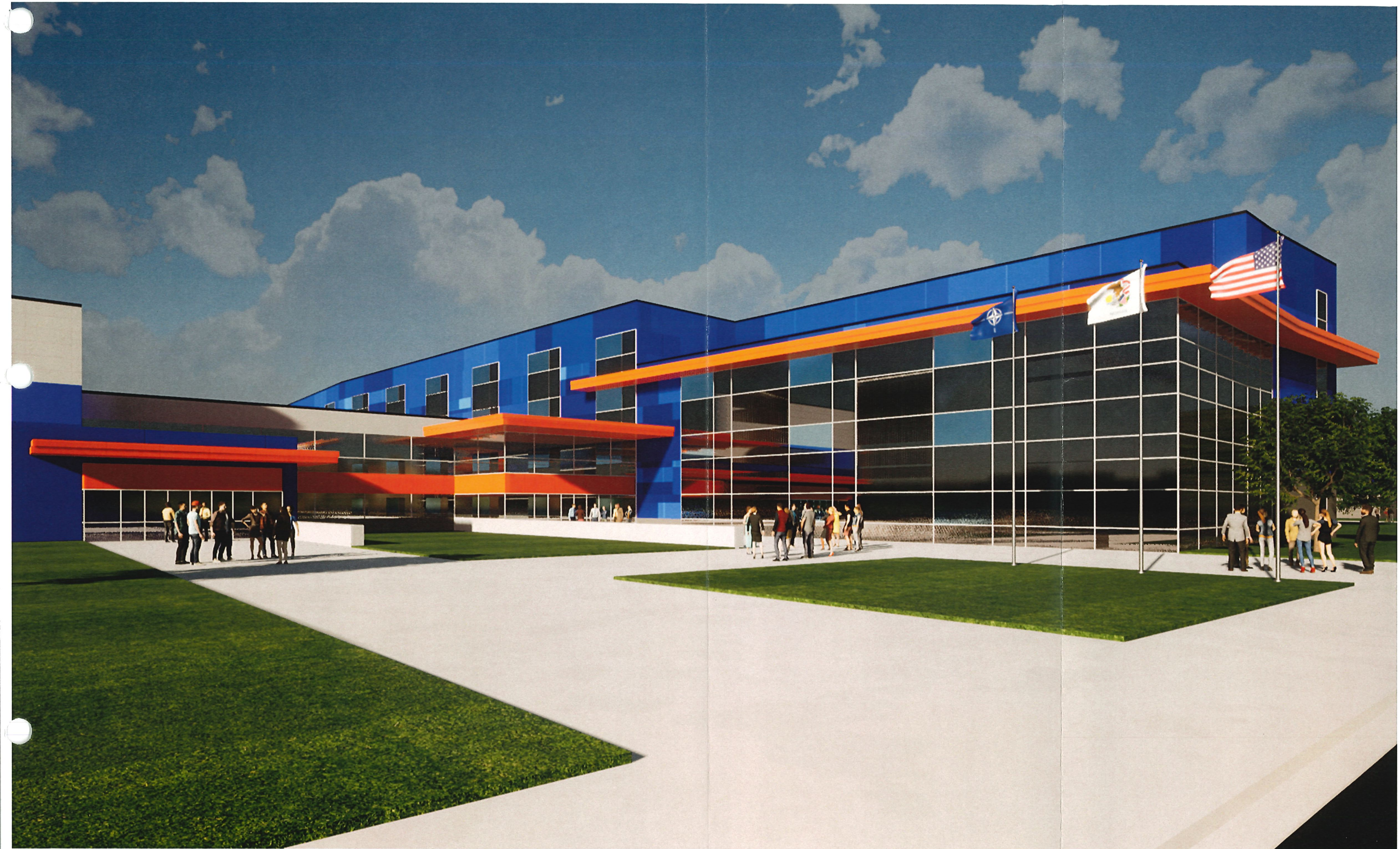






CR

CENTRAL HIGH SCHOOL



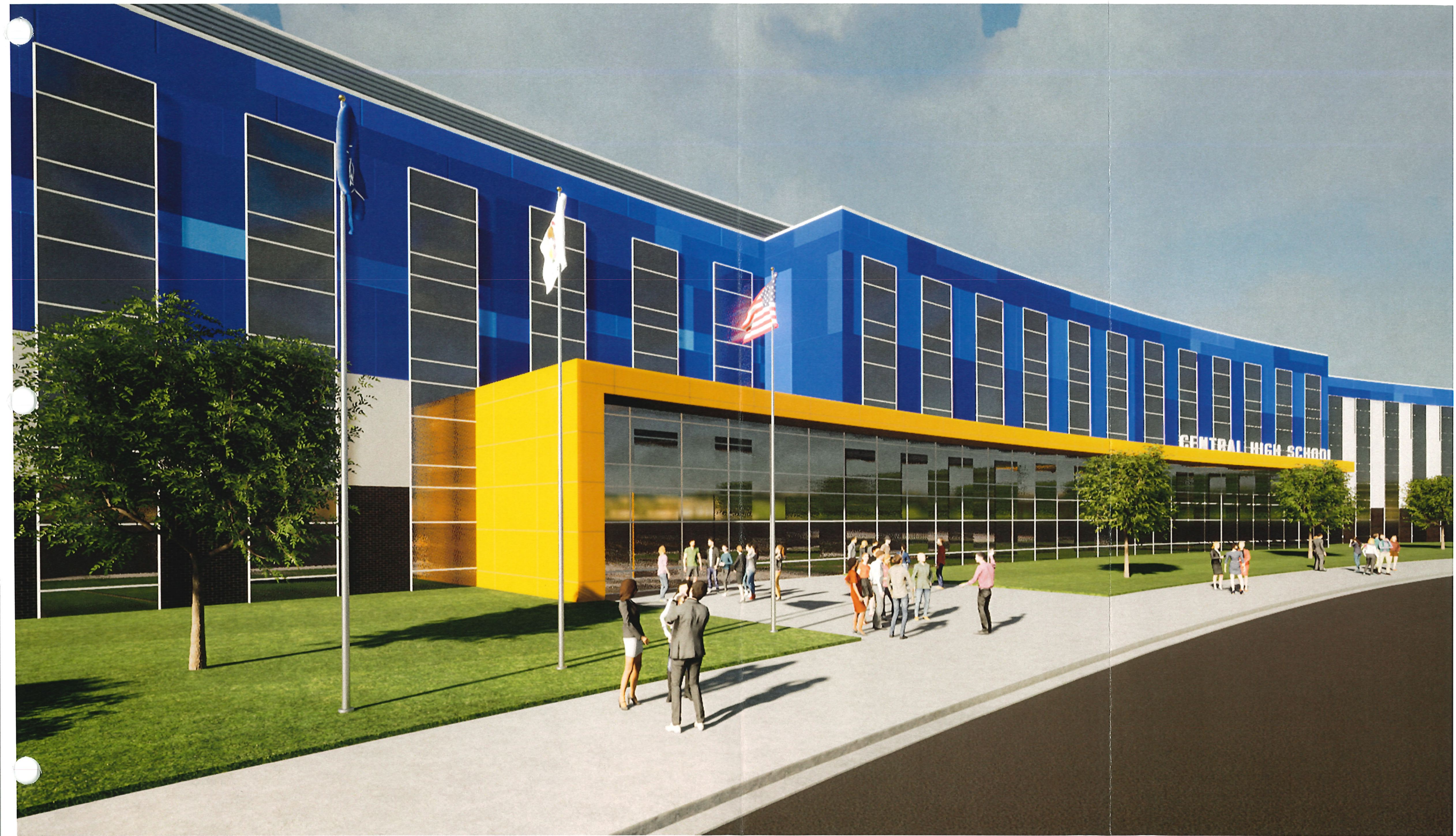


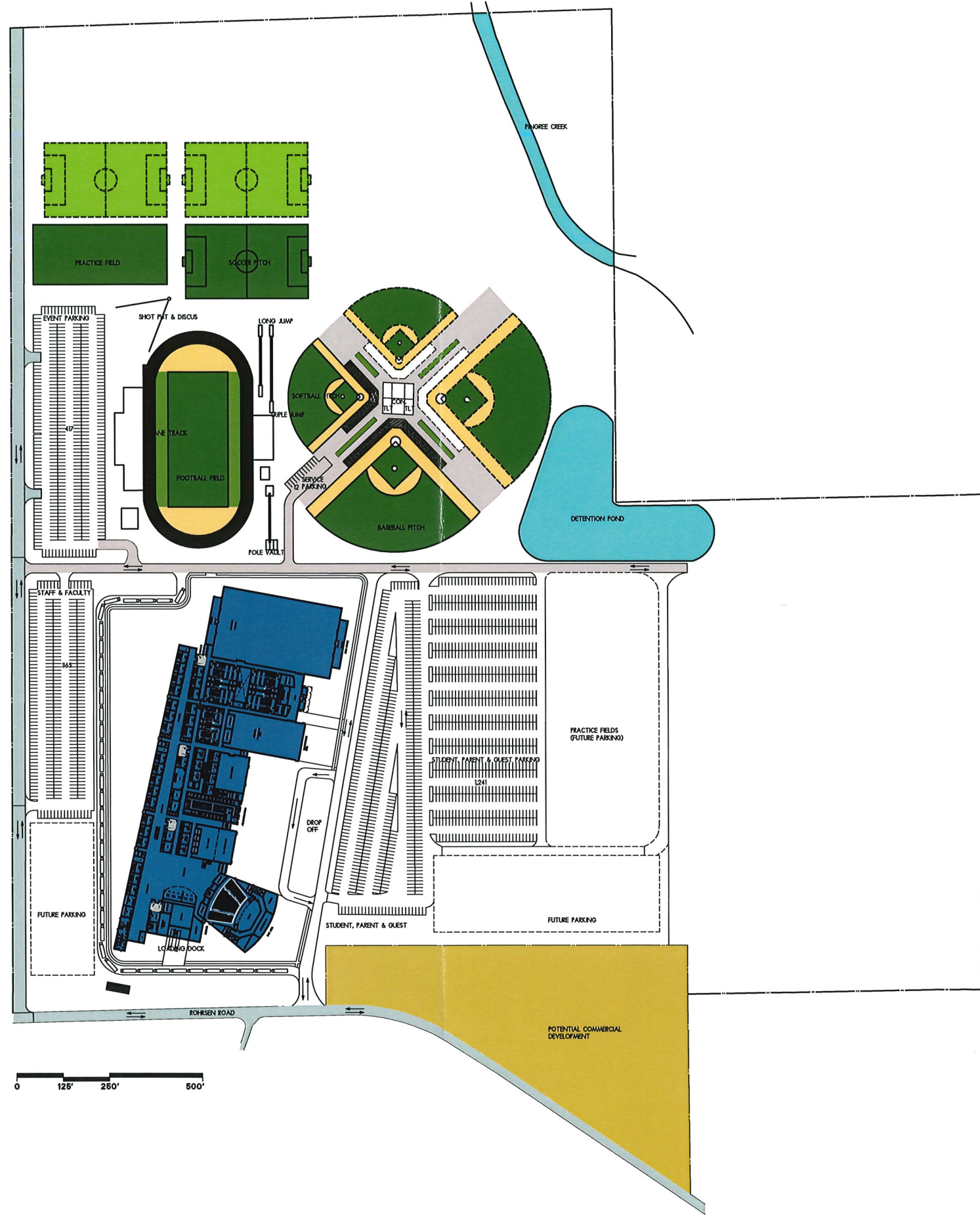




CENTRAL HIGH SCHOOL







SITE PLAN
 SCALE: 1" = 120'-0"
 0 30' 60' 120' 240'



DATE: 02-01-2023
 PROJECT NUMBER: 32227
 SHEET NUMBER: OPT1

ISSUED FOR:	DATE	ISSUED FOR:	DATE

DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____

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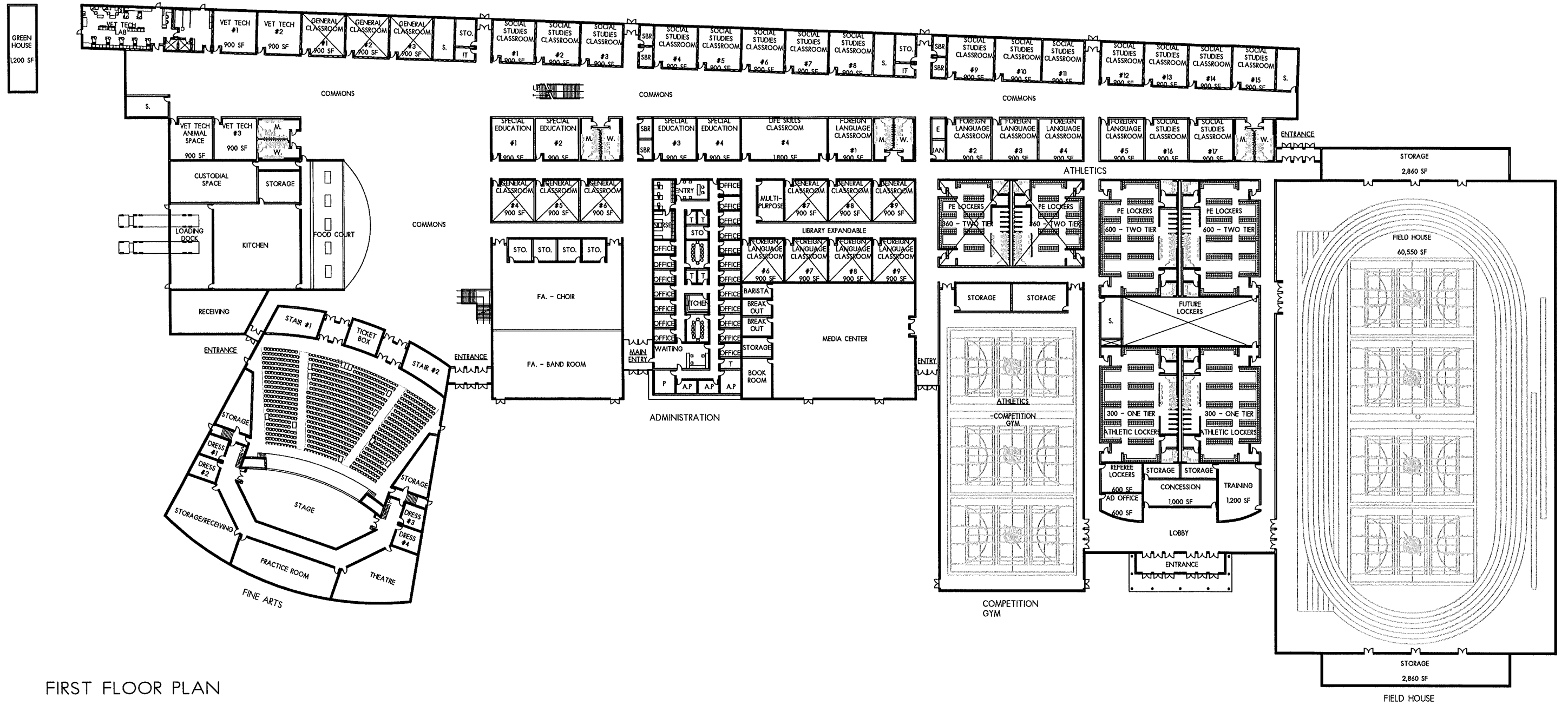
FUTURE HIGH SCHOOL PROGRAM
CENTRAL CUSD 301
 BURLINGTON, ILLINOIS

PROGRESS PRINT
 Not For Construction
 Date: 12-28-2022
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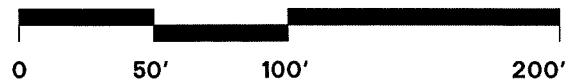


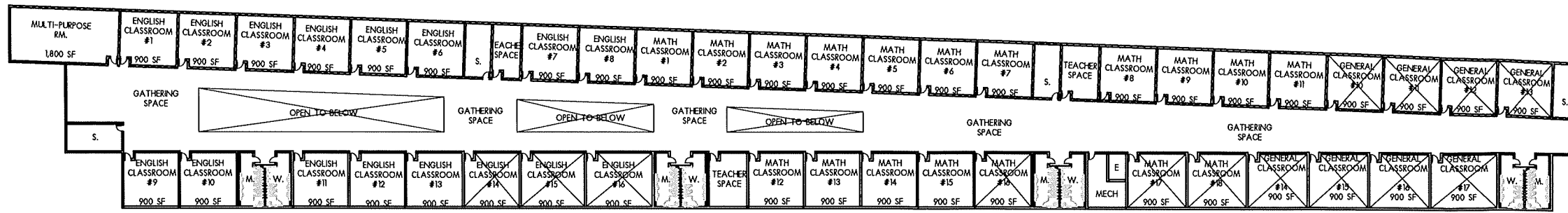
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OPTION 1

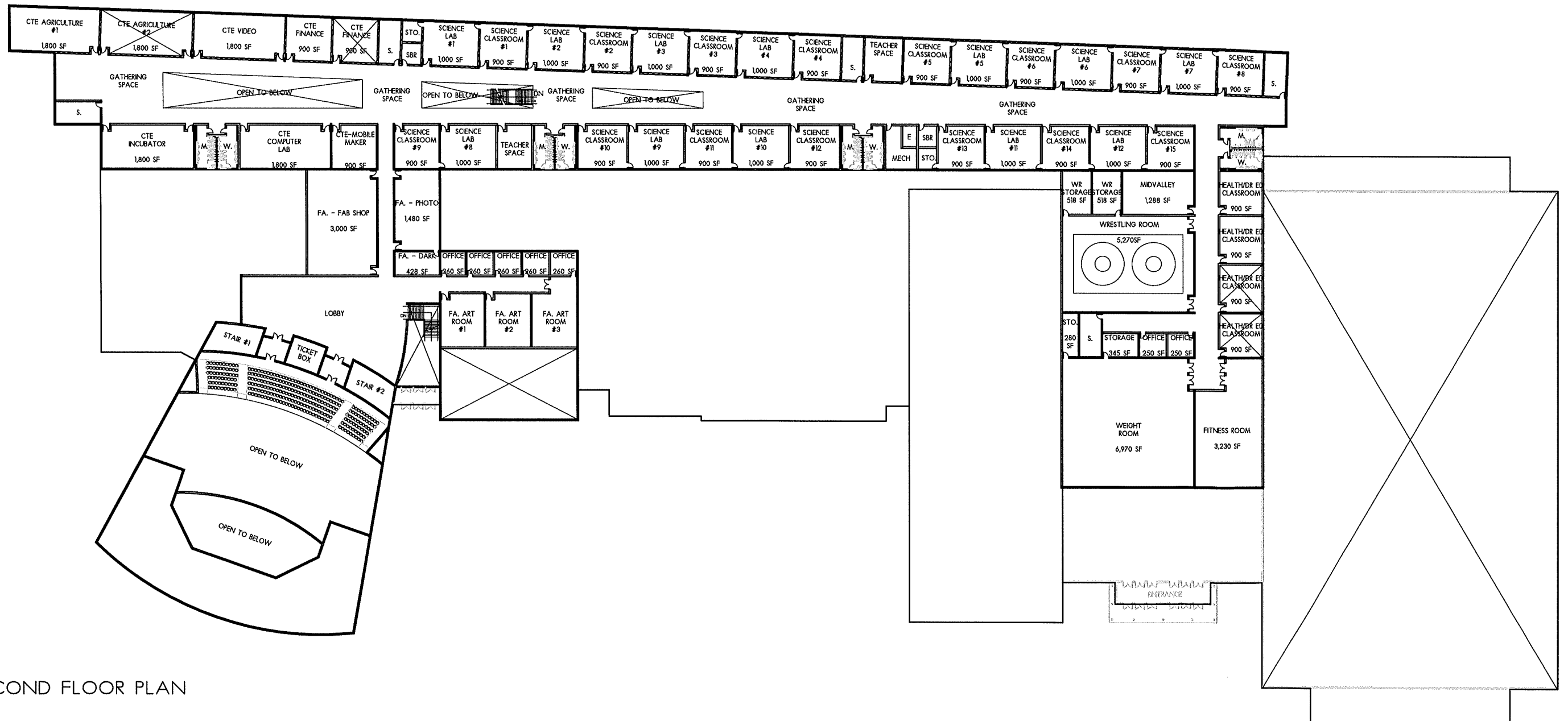


FIRST FLOOR PLAN

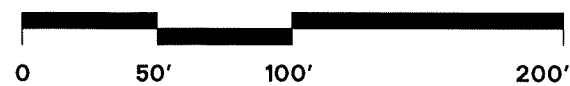


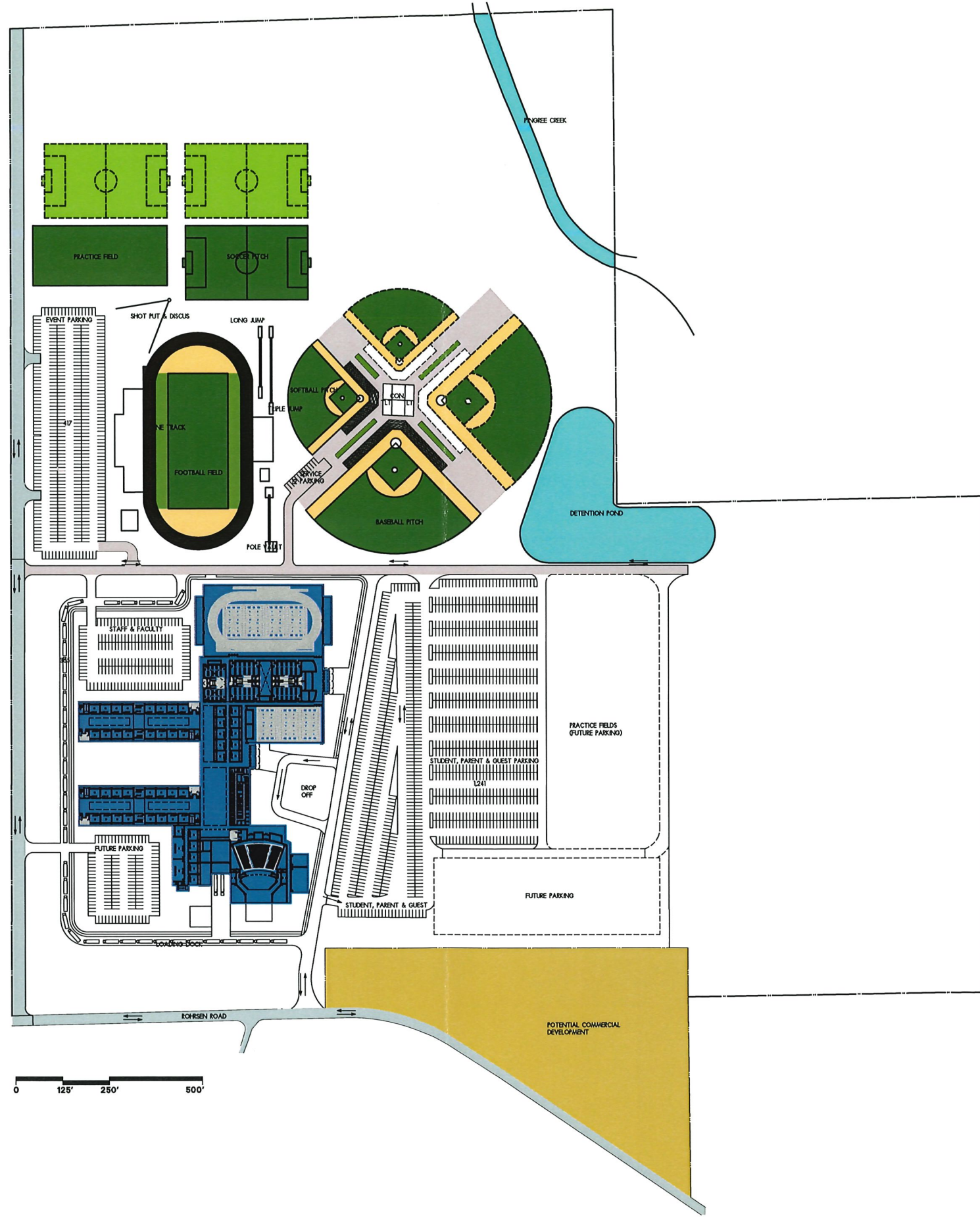


THIRD FLOOR



SECOND FLOOR PLAN





SITE PLAN
 SCALE: 1" = 120'-0"
 0 30' 60' 120' 240'



DATE: 02-01-2023
 PROJECT NUMBER: 32227
 SHEET NUMBER: OPT 2

ISSUED FOR: _____ DATE ISSUED FOR: _____
 DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____

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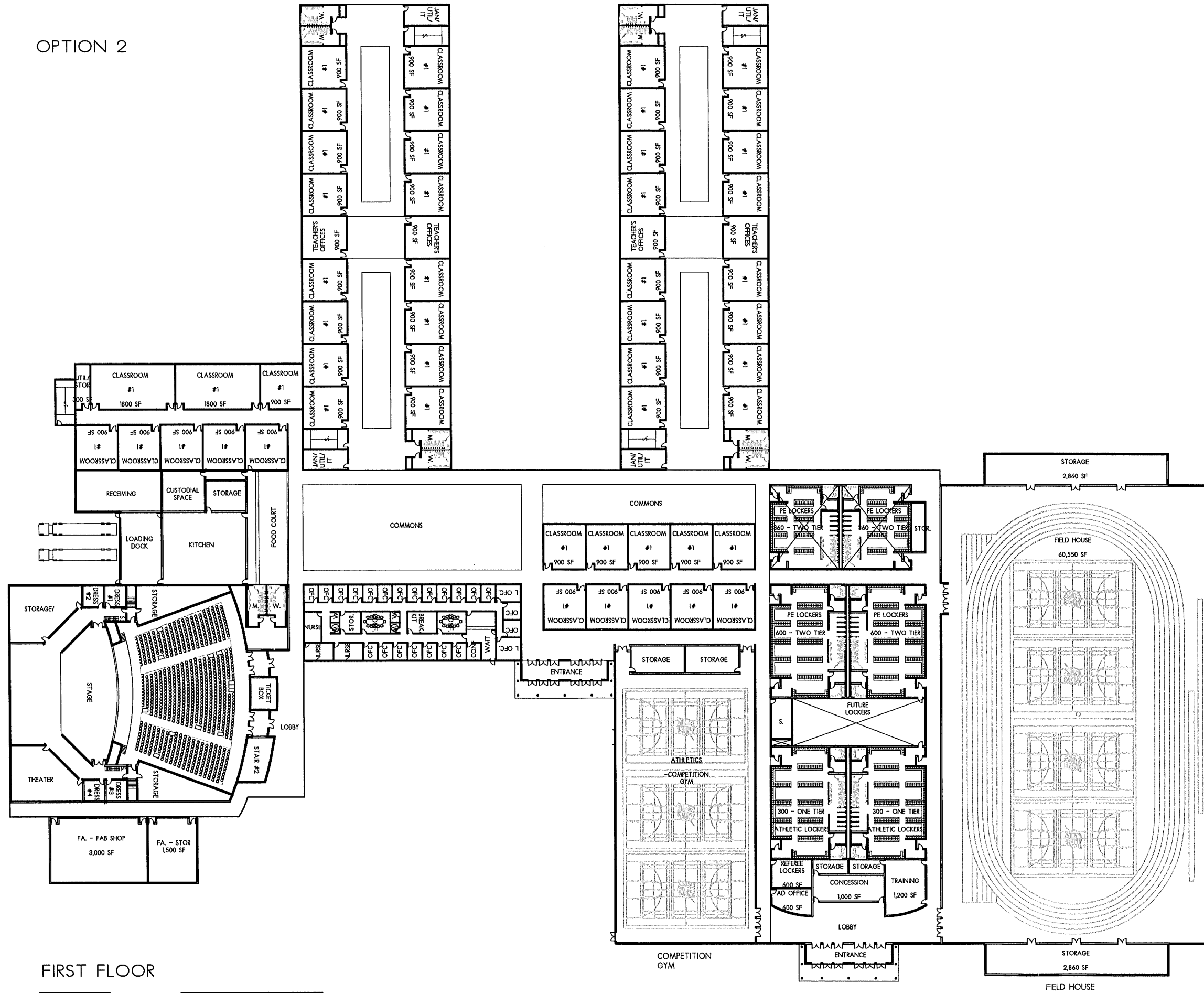
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 CENTRAL CUSD 301
 BURLINGTON, ILLINOIS**

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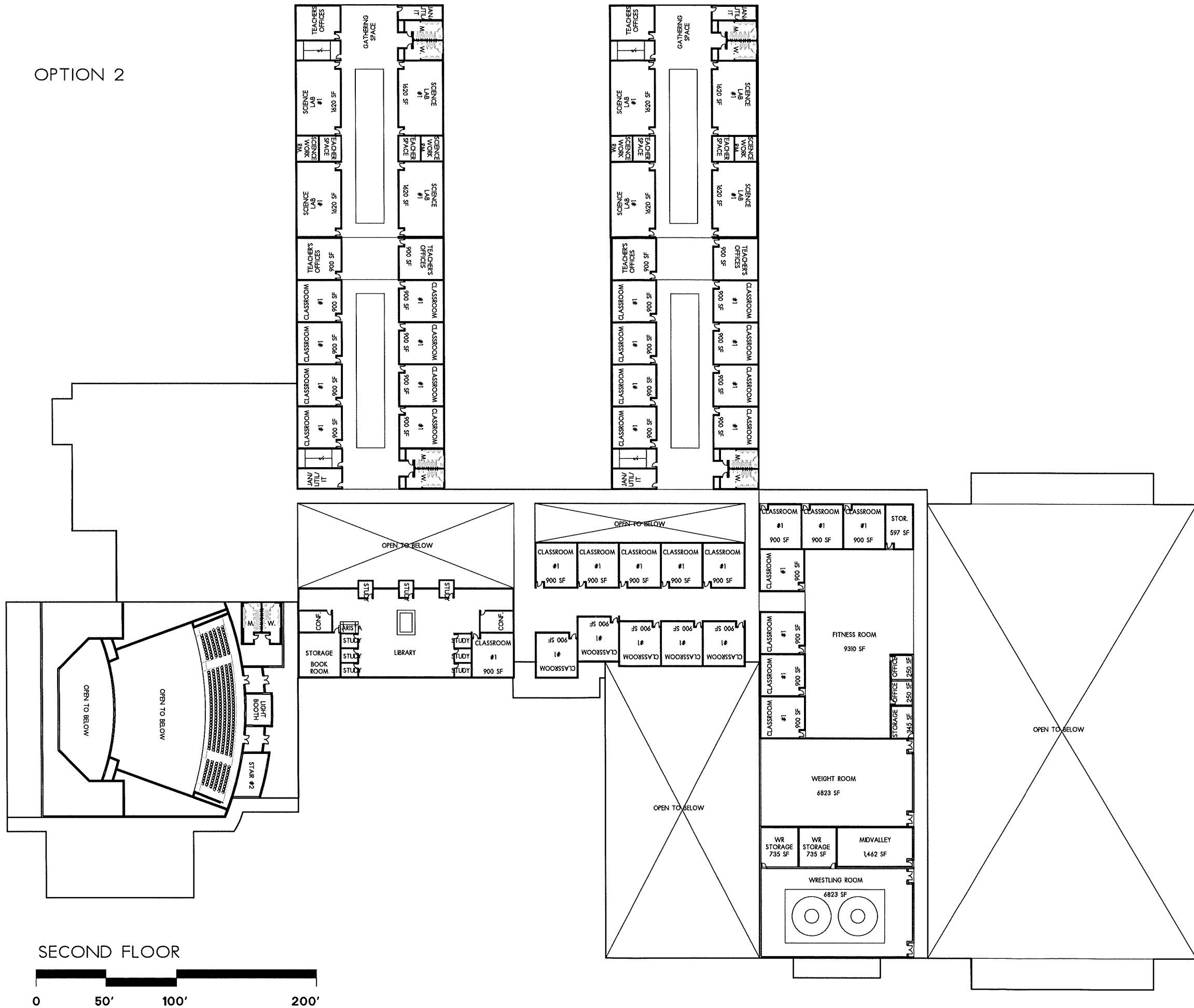
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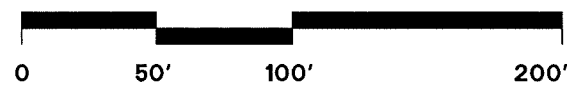
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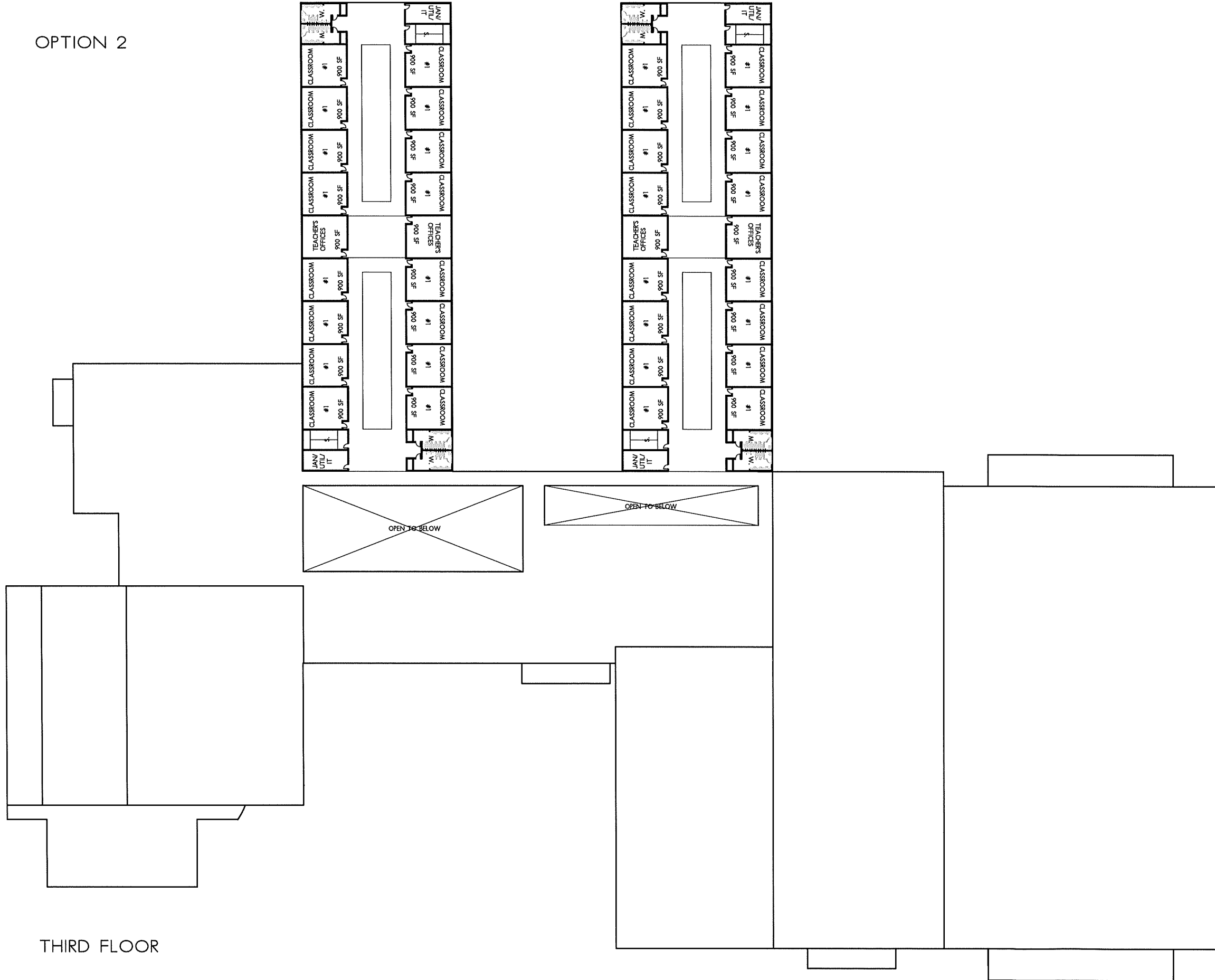
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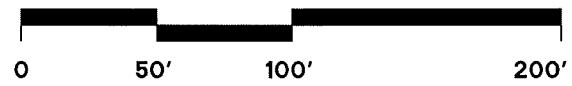
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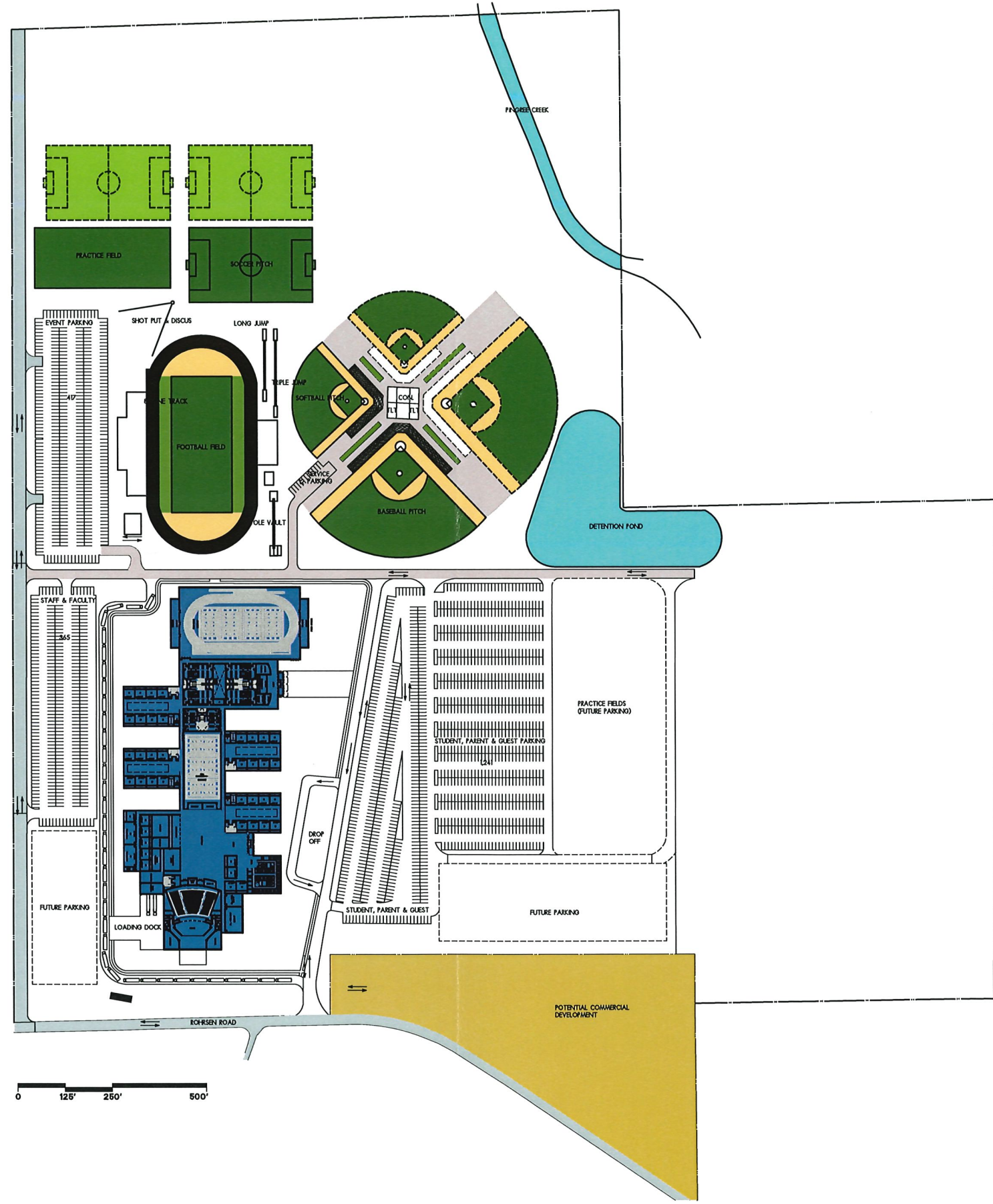


OPTION 2



THIRD FLOOR





SITE PLAN
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DATE: 02-01-2023	ISSUED FOR:	DATE:
PROJECT NUMBER: 32227	DRAWN BY:	DATE:
SHEET NUMBER: OPT 3	CHECKED BY:	DATE:
	APPROVED BY:	DATE:

FUTURE HIGH SCHOOL PROGRAM
CENTRAL CUSD 301
 BURLINGTON, ILLINOIS

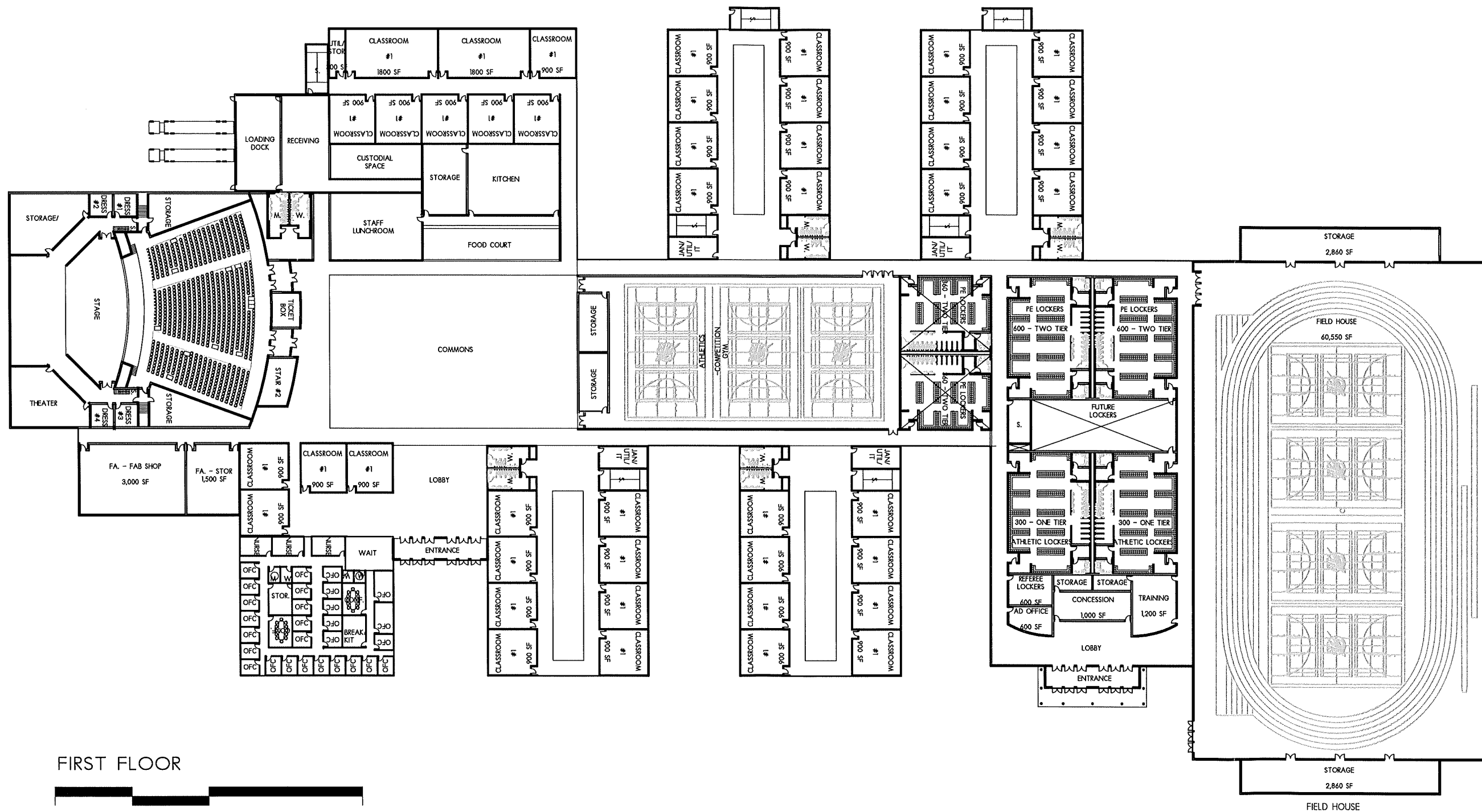
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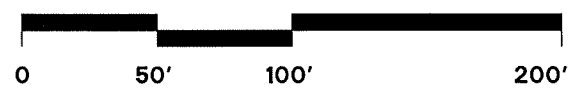


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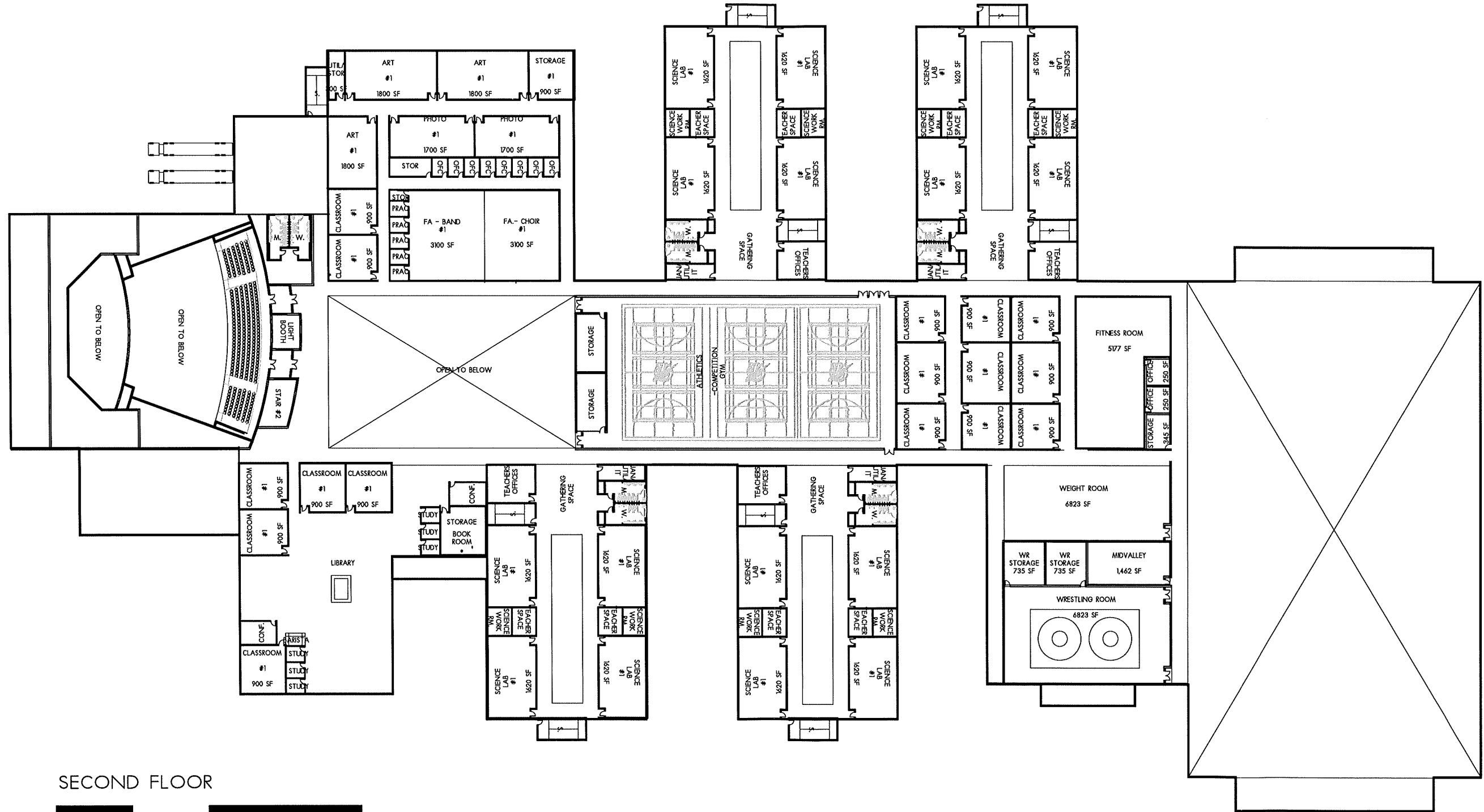
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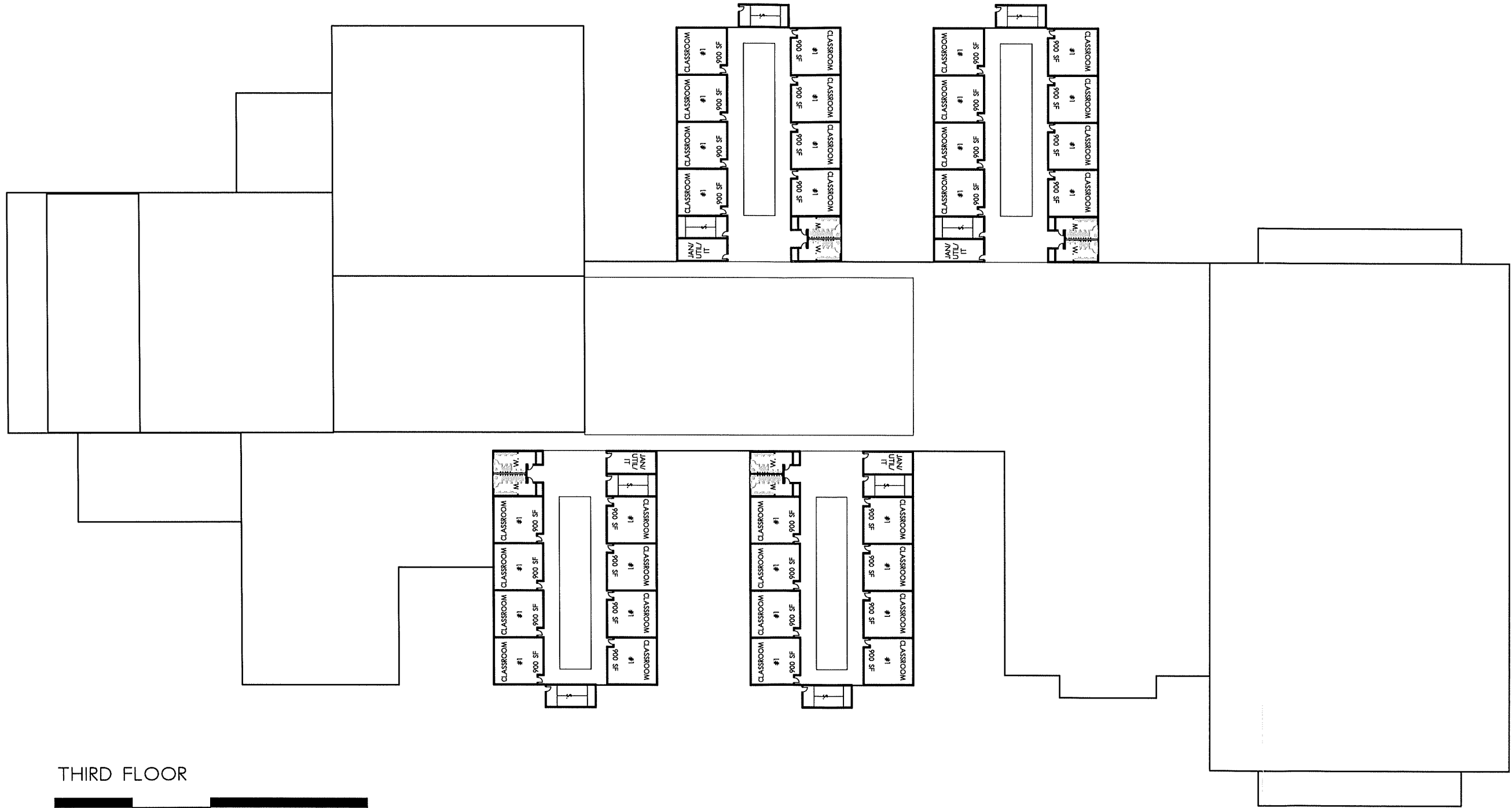
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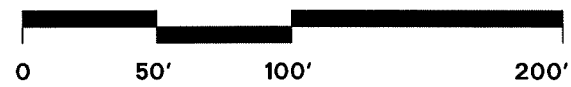
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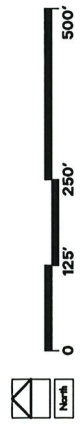
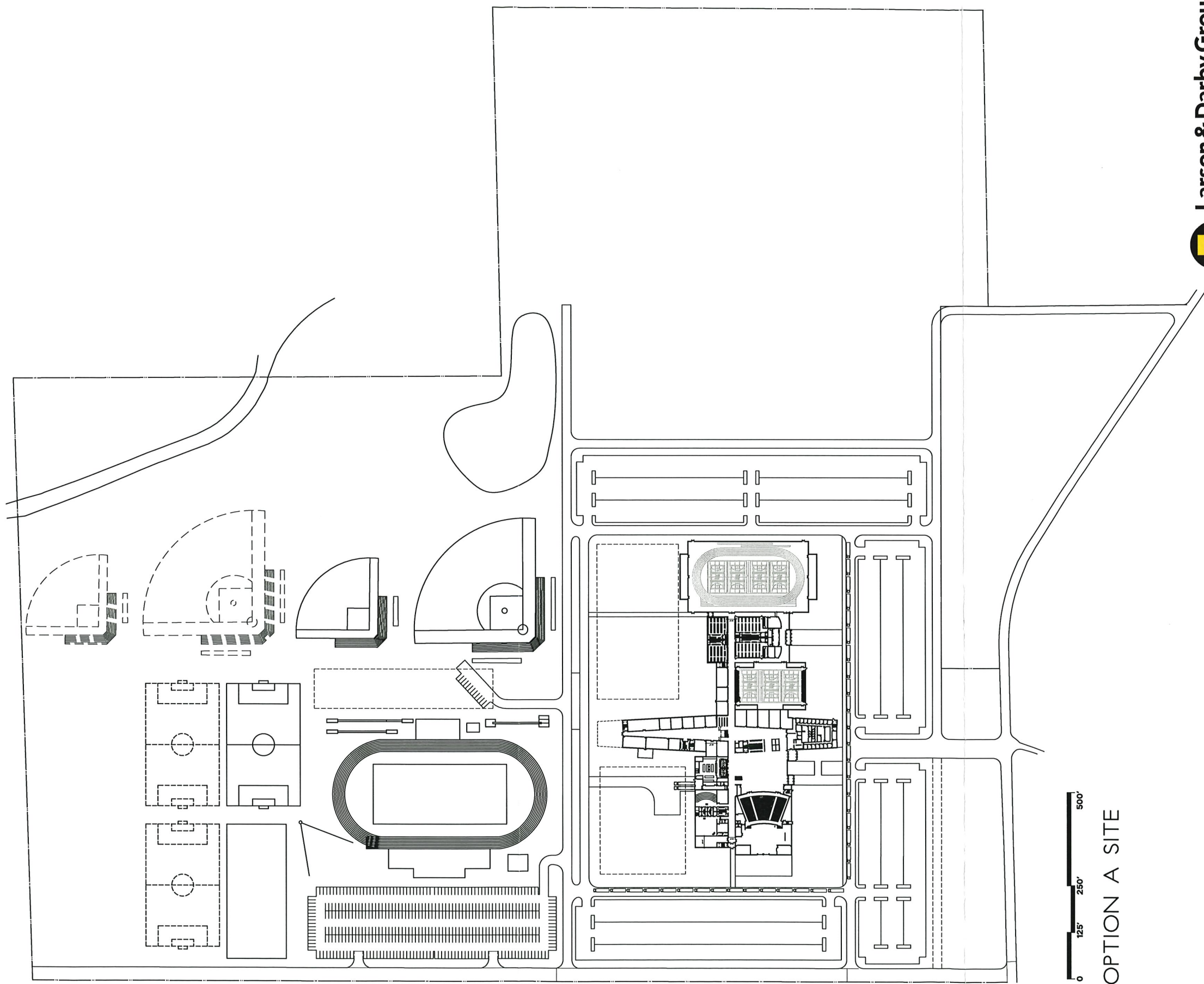
OPTION 3



THIRD FLOOR



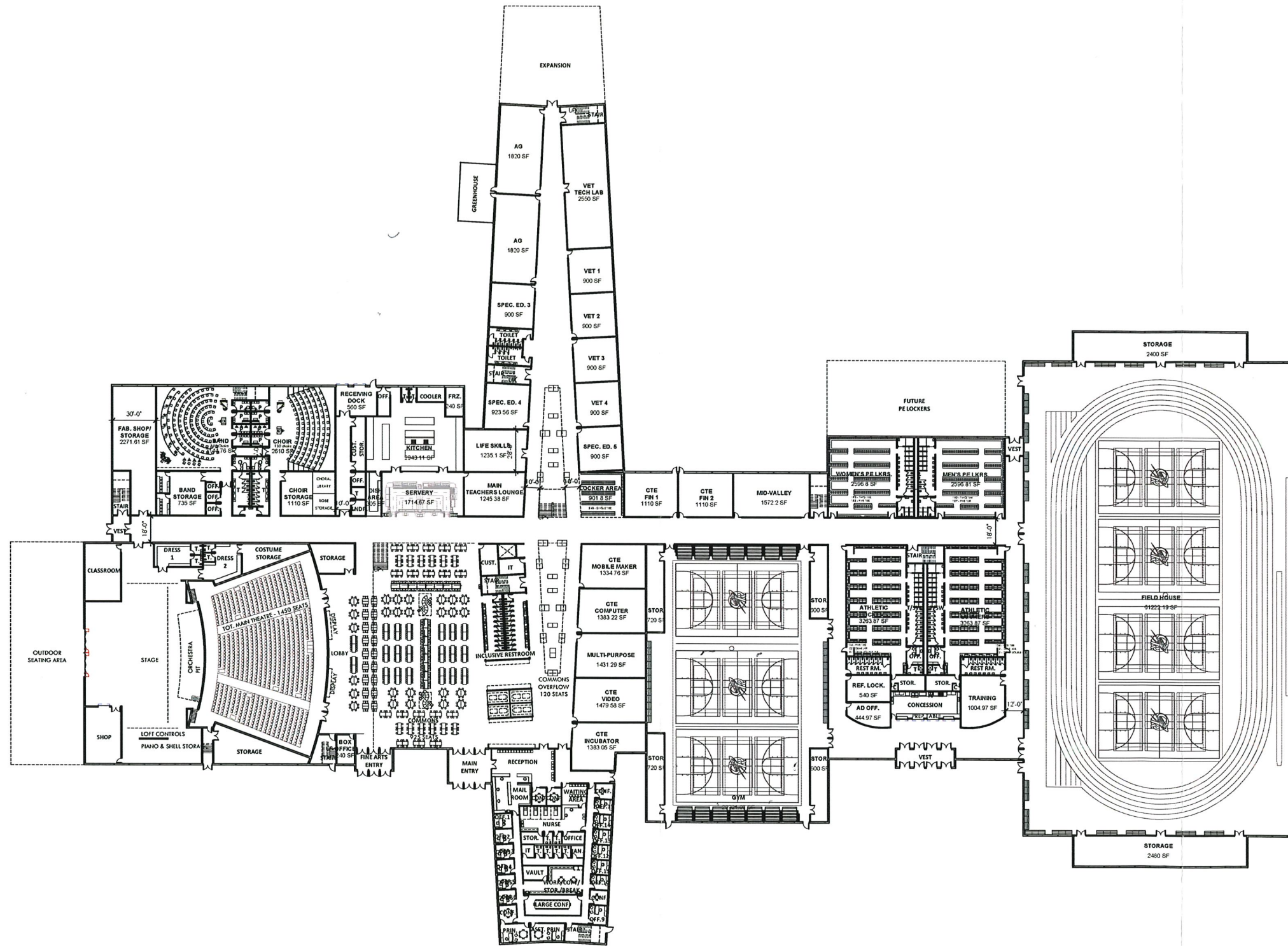
NEW CENTRAL SD301 HIGH SCHOOL



OPTION A SITE



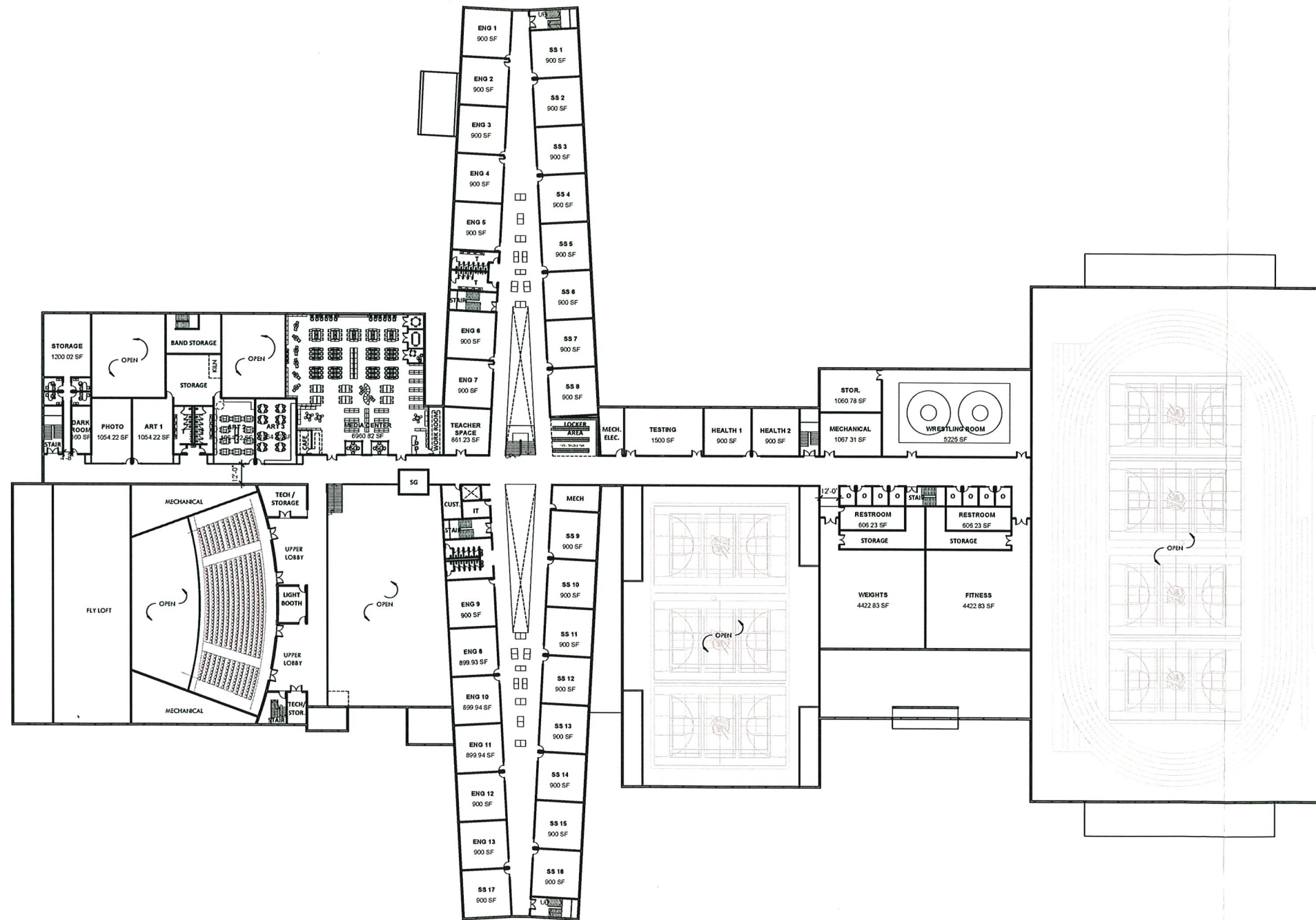
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Architecture Engineering Interiors



1 1ST FLOOR OPTION-A
SCALE: 1" = 30'-0"

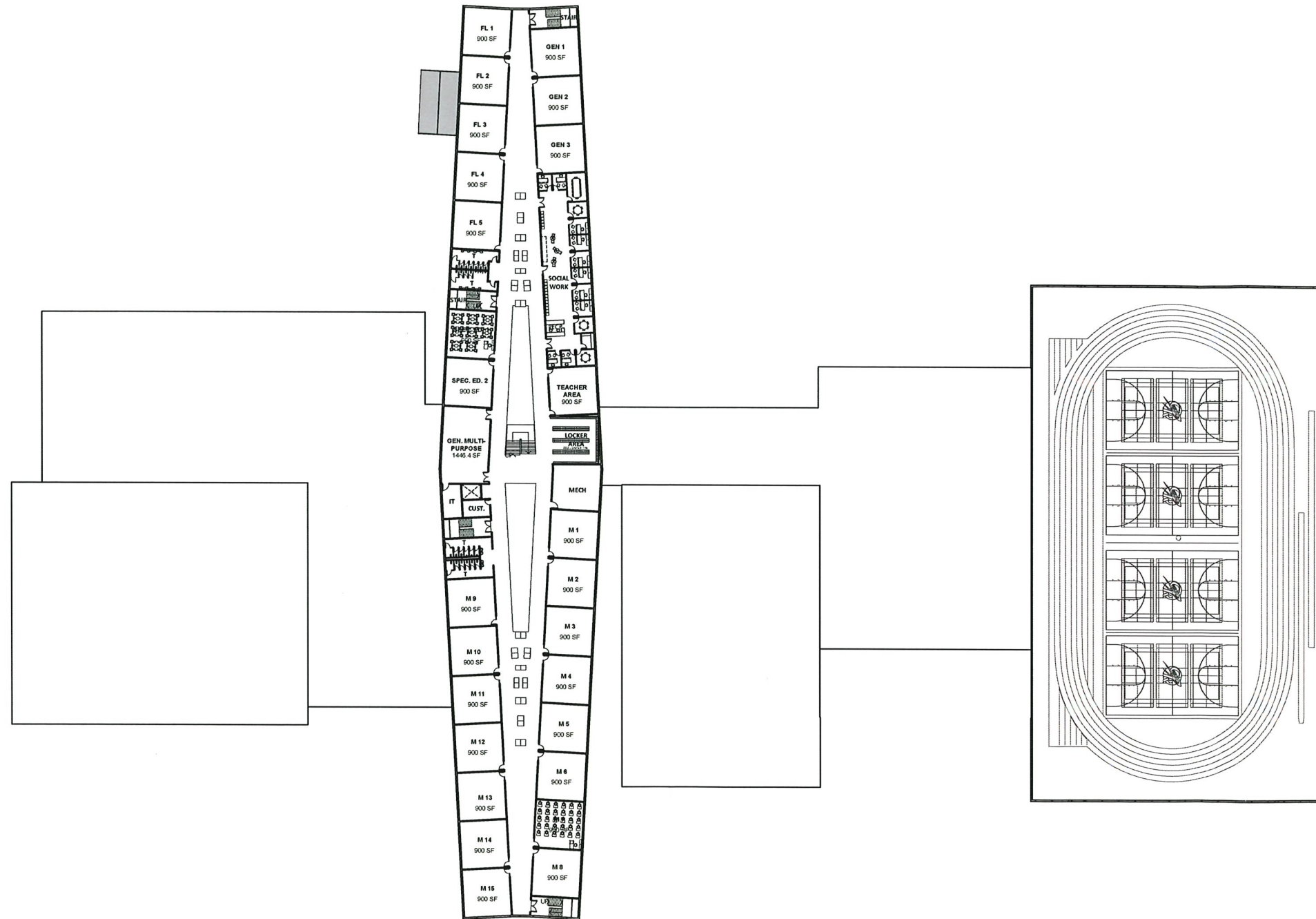


Area Schedule (Gross Building)	
Level	Area
1ST FLOOR	253292.44 SF
2ND FLOOR	113052.72 SF
3RD FLOOR	48512.42 SF
4TH FLOOR	41651.06 SF
Grand total	466508.64 SF



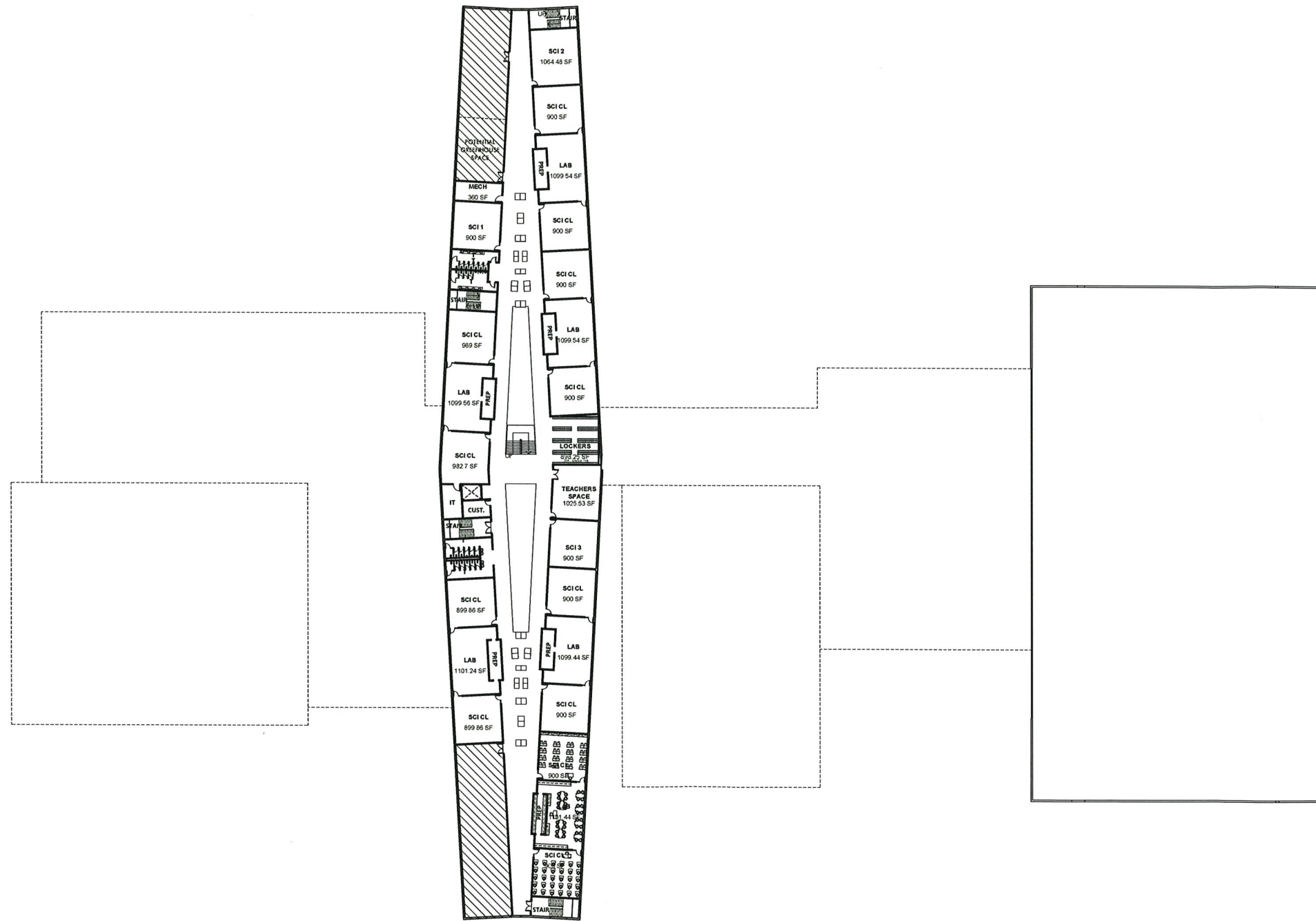
1 2ND FLOOR OPTION-A
SCALE: 1" = 30'-0"

Area Schedule (Cross Building)	
Level	Area
1ST FLOOR	253,292.44 SF
2ND FLOOR	111,305.72 SF
3RD FLOOR	48,517.42 SF
4TH FLOOR	21,631.00 SF
Grand total	434,746.58 SF



1 3RD FLOOR OPTION-A
SCALE: 1" = 30'-0"

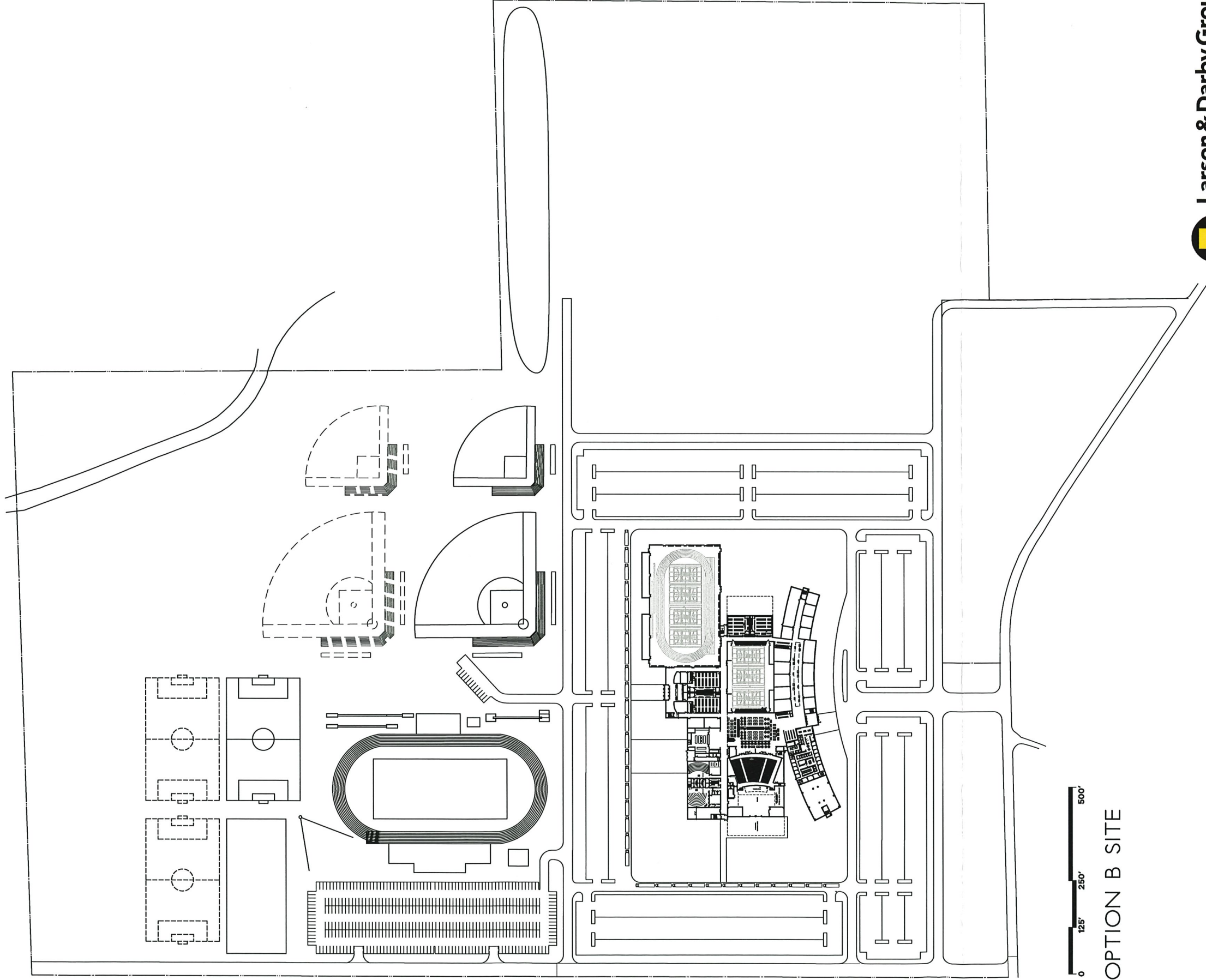
Area Schedule (Gross Building)	
Level	Area
1ST FLOOR	253292.44 SF
2ND FLOOR	113052.72 SF
3RD FLOOR	48512.42 SF
4TH FLOOR	41651.06 SF
Grand Total	456558.64 SF



1 4TH FLOOR OPTION-A
SCALE: 1" = 30'-0"

Area Schedule (Gross Building)	
Level	Area
1ST FLOOR	253292.44 SF
2ND FLOOR	113052.72 SF
3RD FLOOR	48512.42 SF
4TH FLOOR	41651.06 SF
Grand Total	456508.64 SF

NEW CENTRAL SD301 HIGH SCHOOL

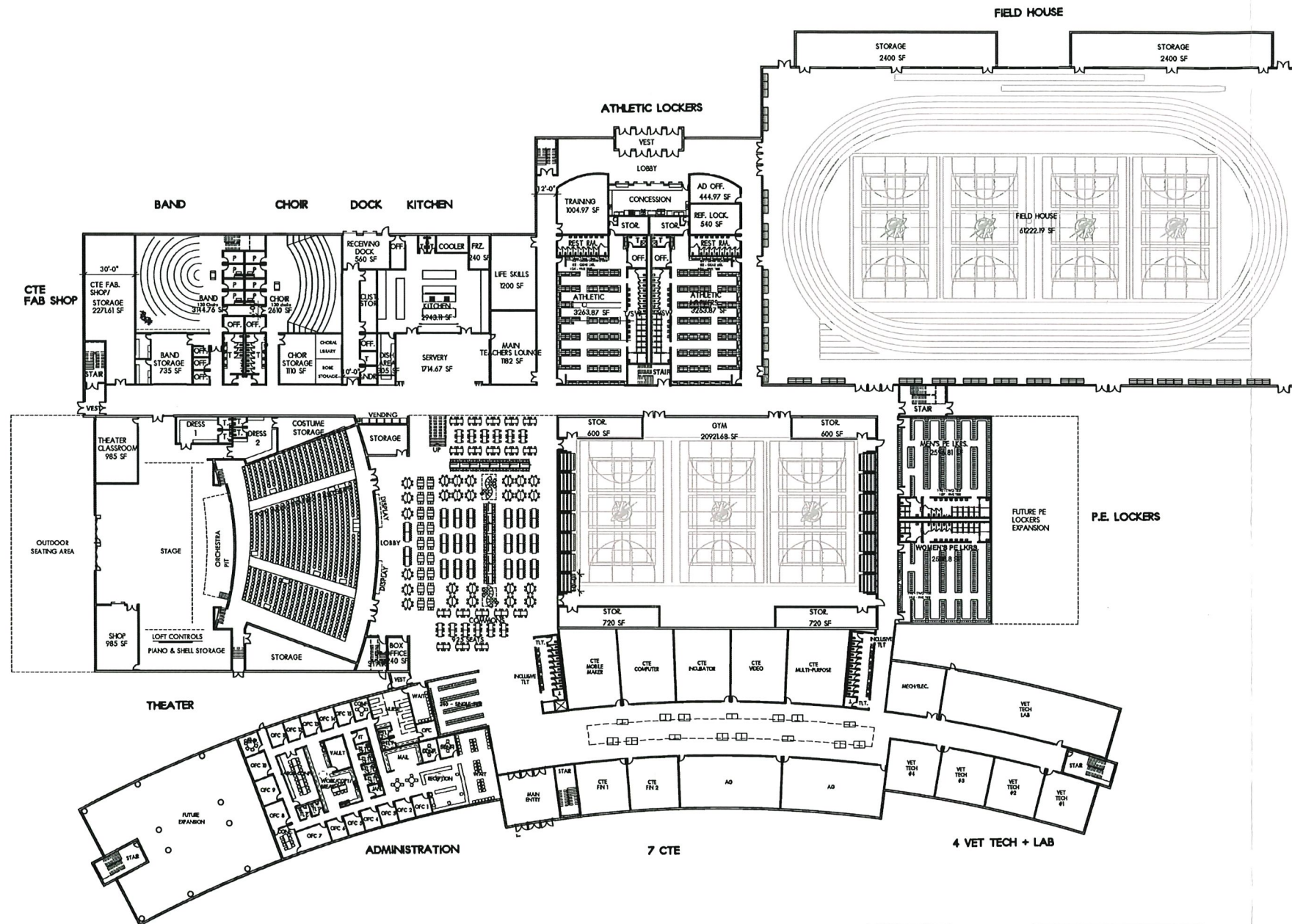


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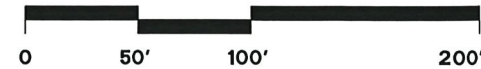
OPTION B SITE



Larson & Darby Group
Architecture Engineering Interiors

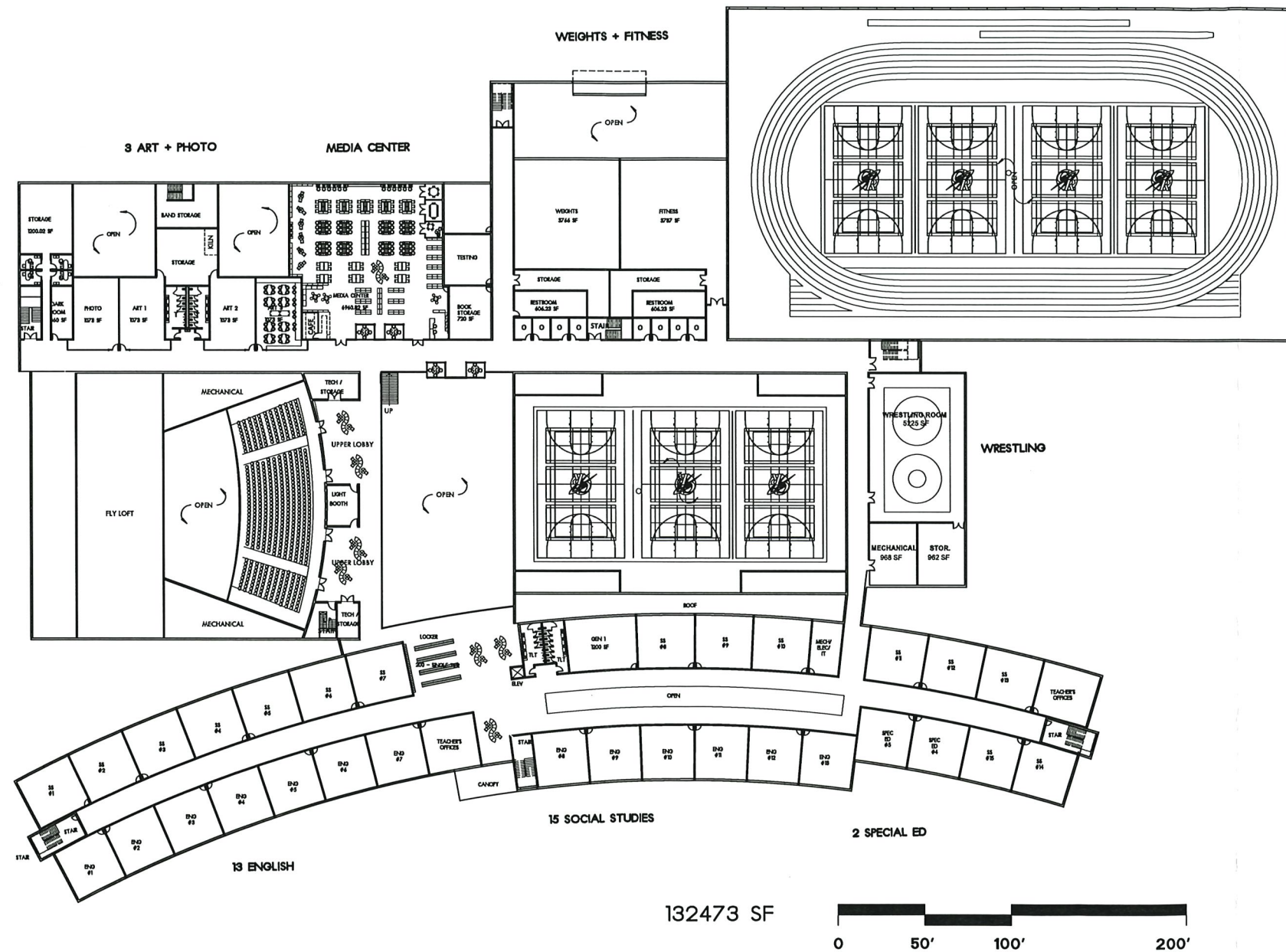


244471 SF

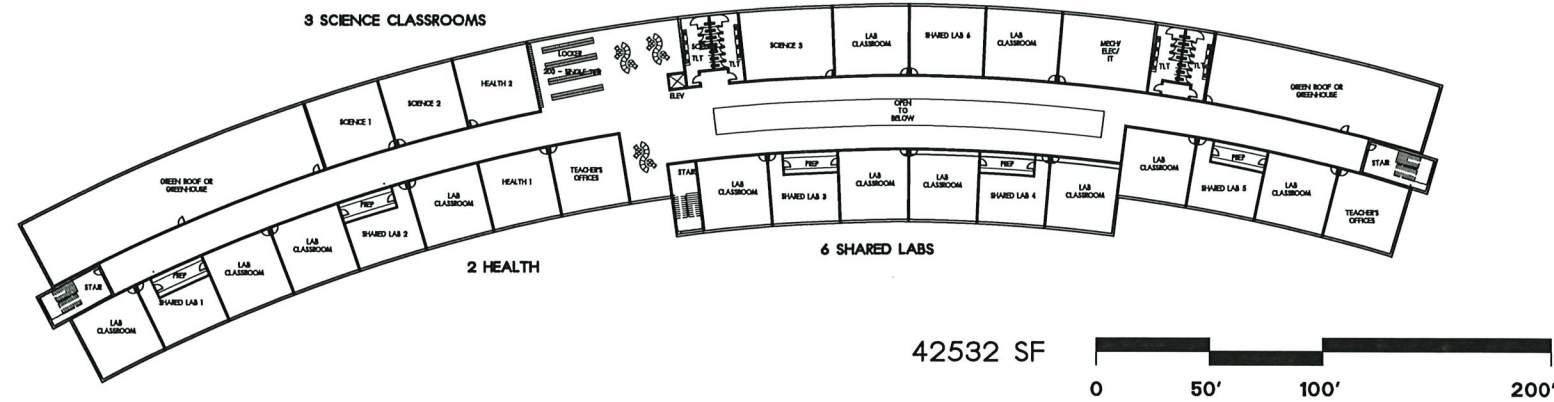


TOTAL GROSS AREA 469784

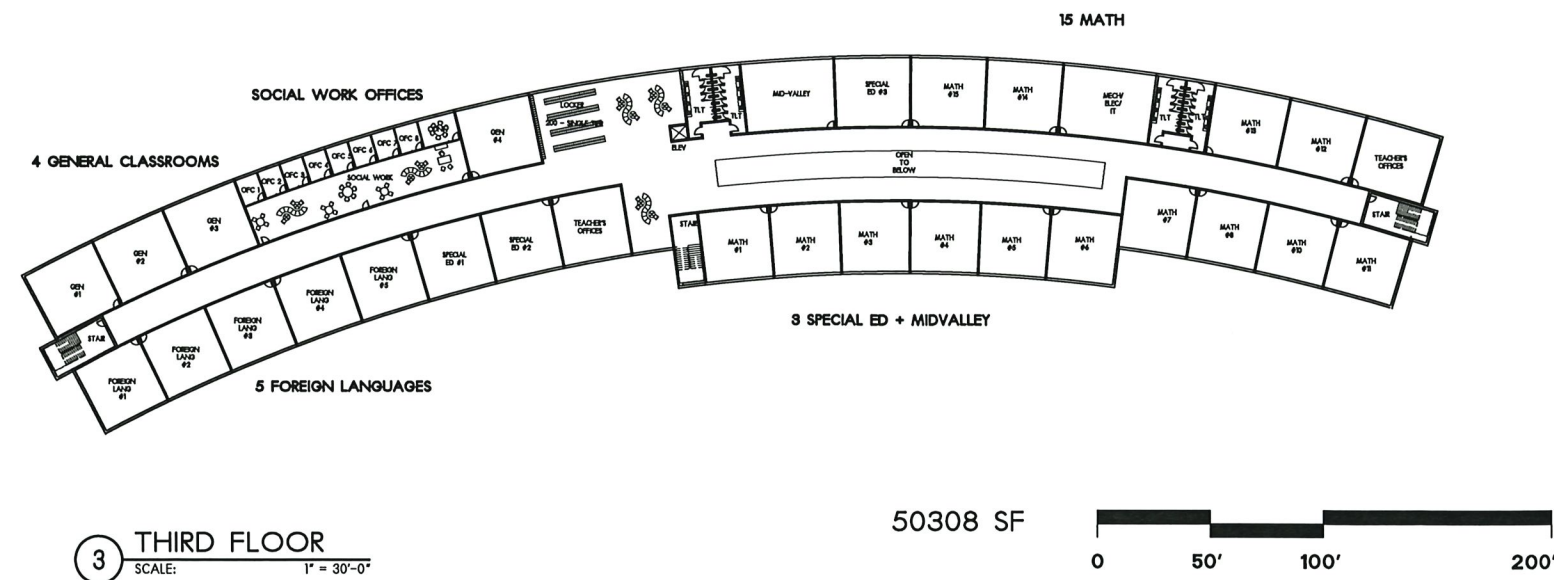
1 FIRST FLOOR
SCALE: 1" = 30'-0"



2 SECOND FLOOR
SCALE: 1" = 30'-0"



4 FOURTH FLOOR
SCALE: 1" = 30'-0"



3 THIRD FLOOR
SCALE: 1" = 30'-0"

Role	Member	Email	Others Interested
BOE	Eric Nolan	eric.nolan@central301.net	Elizabeth Kaht
BOE	Marc Falk	marc.falk@central301.net	Caryn Rosborough
Superintendent	Esther Mongan	esther.mongan@central301.net	Chris Heckman
Sup Asst	Mandi Bavaro	mandi.bavaro@central301.net	Amy Rodriguez
Curriculum	Shayne Birkmeier	shayne.birkmeier@central301.net	Kristiana Vasil
Technology	Brian Tobin	brian.tobin@central301.net	Dometria Hemphill
Finance	Daina Pflug	daina.pflug@central301.net	Kelly Greene
Facilities	Dan Polowy	dian.polowy@central301.net	Vince Neil
Grounds	Tom Buresh	tom.buresh@central301.net	
Principal	Patrick Podgorski	patrick.podgorski@central301.net	
Asst Principal	Sarah Farrington	sarah.farrington@central301.net	
Athletic Director	Ted Juske	ted.juske@central301.net	
PE	Mike Gecan	mike.gecan@central301.net	
CTE	Ryan Robinson	ryan.robinson@central301.net	
Fine Arts	Jim Struyk	jim.struyk@central301.net	
Math	Brayden Teele	brayden.teele@central301.net	
ELA			
Science	Kevin Alperin	kevin.alperin@central301.net	
Foreign Lang			
SpEd	Elizabeth Zurava	elizabeth.zurava@central301.net	
Social Studies	Jess Arneson	jessica.arneson@central301.net	
Student Services	Liz Covington	elizabeth.covington@central301.net	
LMC	Emily Douglas	emily.douglas@central301.net	
Admin Assistant	Kris Hixon Leach	kris.hixon-leach@central301.net	
Coach	Kyle Nelson	kyle.nelson@central301.net	
Coach	Brian Iossi	brian.iossi@central301.net	
Parent	Lucas Strom	lucasstrom@gmail.com	
Parent	Matt Clark	mdclark@gmail.com	
Parent	Judy Hoenig	jhoenig23@gmail.com	
Larson & Darby Group	Stephen Nelson	snelson@larsondarby.com	
Larson & Darby Group	Andrew Macklin	amacklin@larsondarby.com	
Larson & Darby Group	Ged Trias	gtrias@larsondarby.com	
Shales McNutt	Josh Campanelli	joshc@buildwithsmc.com	
SRO	Tom Durham	tom.durham@central301.net	

Member
Eric Nolan (BOE)
Marc Falk (BOE)
Esther Mongan
Mandi Bavaro
Shayne Birkmeier
Stephen Buchs
Brian Tobin
Daina Pflug
Dan Polowy
Tom Buresh
Patrick Podgorski
Sarah Farrington
Ted Juske
Mike Gecan
Ryan Robinson
Jim Struyk
Brayden Teele
Kevin Alperin
Elizabeth Zurava
Jess Arneson
Liz Covington
Emily Douglas
Kris Hixon Leach
Kyle Nelson
Brian Iossi
Lucas Strom
Matt Clark
Judy Hoenig
Stephen Nelson
Josh Campanelli
Tom Durham

May 30, 2023 3-5pm	June 20, 2023 3-5pm	August 22, 2023 3-5pm	October 3, 2023 3-5pm
Daina Pflug	Brayden Teele	Jim Struyk	Paul Siliunas
Shayne Birkmeier	Elizabeth Zurava	Kyle Nelson	Jess Arneson
Brian Tobin	Ryan Robinson	Michael Gecan	Daina Pflug
Dan Polowy	Tom Buresh	Brayden Teele	Matt Rodewald
Tom Buresh	Jim Struyk	Kevin Alperin	Tom Buresh
Elizabeth Covington	Sarah Farrington	Brian Iossi	Dan Polowy
Lucas Strom	Esther Mongan	Tom Buresh	Kevin Alperin
Brian Iossi	Mandi Bavaro	Kris Hixon-Leach	Keith Franklin
Kris Hixon-Leach	Dan Polowy	Daina Pflug	Esther Mongan
Michael Gecan	Jess Arneson	Stephen Buchs	Brian Iossi
Jess Arneson	Emily Douglas	Shayne Birkmeier	Brayden Teele
Emily Douglas	Marc Falk	Ryan Robinson	Jim Struyk
Patrick Podgorski	Kris Hixon-Leach	Dan Polowy	Elizabeth Zurava
Ted Juske	Kevin Alperin	Josh Campanelli	Elizabeth Covington
Sarah Farrington	Brian Iossi	Esther Mongan	Josh Campanelli
Eric Nolan	Matt Clark	Glen Eriksson	Ryan Robinson
Marc Falk	Josh Campanelli	Matt Rodewald	Kris Hixon-Leach
Ryan Robinson	Ted Juske	Jeff Oke	Emily Douglas
Brayden Teele	Daina Pflug	Eric Nolan	Tom Durham
Esther Mongan	Shayne Birkmeier	Elizabeth Covington	Lucas Strom
Jim Struyk	Elizabeth Covington	Emily Douglas	Patrick Podgorski
Kevin Alperin	Matt Rodewald	Jess Arneson	Stephen Buchs
Judy Hoenig	Brian Tobin	Ged Trias	Judy Hoenig
Tom Durham	Eric Nolan	Brian Tobin	Eric Nolan
Steve Nelson	Lucas Strom	Sarah Farrington	Shayne Birkmeier
Mandi Bavaro	Judy Hoenig	Stephen Nelson	Brian Tobin
	Steve Nelson	Marc Falk	Mike Gecan
		Mandi Bavaro	Ged Trias
		Ted Juske	Steve Nelson
		Patrick Podgorski	Mandi Bavaro



Agenda

Central CUSD #301 - New Central High School Project (LDG #32227)

Steering Committee Meeting No. 1

May 30, 2023

- I. Introductions
- II. Purpose of the Steering Committee
- III. Review Process & Current Project Schedule
 - a. Overview of the Project Process
 - b. Review of the current Project Schedule
- IV. Big Picture Visioning
 - a. 21st Century High School
 - b. Design Trends & Images
- V. New High School Program & Initial Concept Review
 - a. Review of initial Programmatic Information
 - b. Review of most current Conceptual Site & Floor Plans
- VI. Discussion on Data Collection
 - a. Departmental Meetings
 - b. Surveys – Data Collection
 - i. Referendum Follow up Survey – District
 - ii. Initial Staff Survey - District
 - c. Initial Ideas on Facility Tours
- VII. Open Discussion
- VIII. Adjourn



Agenda

Central CUSD #301 - New Central High School Project (LDG #32227)

Steering Committee Meeting No. 2

June 20, 2023

- I. Welcome**
- II. Recap from Previous Steering Committee Meeting**
 - a. General Information – Binder Distribution
 - b. Meeting Minutes from Initial Meetings w/Staff
- III. New High School - Conceptual Plan Options Workshop**
 - a. Ground Rules & Expectations
 - b. Divide into (3) Equal Working Groups – (every group will rotate)
 - i. Option One (30 min)
 - ii. Option Two (30 min)
 - iii. Option Three (30 min)
 - c. Reconvene Together for Brief Share Out - Highlights
- IV. Follow-up Discussion on Data Collection**
 - a. Follow-up Discussion on Initial Staff Survey – District Update
 - b. Additional Discussion on Future Facility Tours
 - c. Next Steps
- V. Open Discussion**
- VI. Adjourn**



Agenda

Central CUSD #301 - New Central High School Project (LDG #32227)

Steering Committee Meeting No. 3

August 22, 2023

- I. Welcome**
- II. Recap from Previous Steering Committee Meeting**
 - a. General Information – Distribution of Information
 - b. Meeting Minutes - Committee Mtg. No. 2 - Workshop, (3) Concept Plans
- III. Recap from First Facility Tour – (Comments from the Group)**
 - a. McHenry West High School
 - b. DeKalb High School
- IV. New High School - Conceptual Plan Options Workshop 2**
 - a. Ground Rules & Expectations
 - b. Divide into (2) Equal Working Groups – (every group will rotate)
 - i. Option One (30 min)
 - ii. Option Two (30 min)
 - c. Reconvene Together for Brief Share Out - Highlights
- V. Follow-up Discussion on Data Collection**
 - a. Additional Discussion on Future Facility Tours
 - b. Next Steps
- VI. Open Discussion**
- VII. Adjourn**

Steering Committee Meeting Minutes

May 30, 2023

Present: Daina Pflug, Shayne Birkmeier, Brian Tobin, Dan Polowy, Tom Buresh, Elizabeth Covington, Lucas Strom, Brian Lossi, Kris Hixon-Leach, Michael Gecan, Jess Arneson, Emily Douglas, Patrick Podgorski, Ted Juske, Sarah Farrington, Eric Nolan, Marc Falk, Ryan Robinson, Brayden Teele, Esther Mongan, Jim Struyk, Kevin Alperin, Judy Hoenig, Tom Durham, Steve Nelson, Mandi Bavaro

Steve Nelson from Larson & Darby will be presenting today. The purpose of the committee is to provide input as we look at a possible new high school building. We did introductions of committee members. The district has had steering committees in the past when building other buildings. We want to gain input as it isn't common to build new high school buildings. We're looking for big picture visions and highest hopes. We start with thinking about how we want to provide instruction so we can build around that. This isn't a decision-making body, administration and the school board will do that, but you can help with concepts for needs that meet the budget. Serving on this committee is a commitment through January. We will review design concepts at the next meeting on June 20th. We start with programming, then schematic design, then design development, then construction drawings. The hope is that the referendum will pass next March and we will be prepared for bid packages. We will be presenting to the Board throughout the process and there will be administrative meetings in between steering committee meetings. By winter we'll have a booklet with details for each space in the building. There will be additional meetings with individual departments, students, etc. as we go through the process.

It's important for teachers to think outside their classroom. We are unique in that we don't have a big "downtown" area like other towns, so the school is a big focus for the community. There are some things we just can't fit in the budget, but where there are things we feel are really important, we have to see what we can give up to make it happen. We want to build a 21st century building. We want to think about design pops and flexibility and maintenance. Steve shared images of different buildings to get ideas of what other schools are doing. The trend is a lot of glass, but for safety and security purposes, you may not want to carry that all the way to the ground floor. Some schools use concrete balls like Target in front of the ground floor so cars can't drive into the building. The feedback we already got from staff is the desire for natural plants (bringing the outdoors in) for a number of reasons, and there are ways to do that. Many buildings now use murals, etc. on exterior windows to add interest. Having large gathering spaces is a trend right now, sometimes with "learning stairs". They also utilize open corridors so you can see to the level below. The "hub" concept is popular, with different departments/offices placed around a central location. Use of natural tones combined with a school color is popular now. While we wouldn't want to do it for all classrooms, for some you can use glass walls so you can see what's happening inside of them. You also may want to create small group meeting/collaboration spaces for students to utilize. There are studies about color palettes that are more friendly to students with sensory needs. There are also many different ways to handle acoustics. There are code requirements for spaces for the population and there are additional guidelines that states and

groups set up. But a lot of the decisions on gathering spaces are based on instructional practices. We have to build the building to last many decades, so you can't design it just for the teachers we have today. We need to have some flexibility to shift how we do things down the road. Having volume in space helps acoustically, visually, with heating, and social-emotionally as tight spaces can make people uncomfortable. The book "Schools that Heal" talks about how being able to see a tree outside the window changes students' focus and attitude towards things. That's something we want to think about when designing landscaping. Jim shared that having flex space is important as it does help students to get out of the classroom. The building will be equipped with sprinklers but exposed ceilings also would be sprayed, which helps with acoustics. You can do a tiered level approach with open spaces to make bigger classrooms up above classrooms that are a little smaller. Mike suggested we look at ways that we can bring students outside when the weather permits. The goal with courtyards is to make it as low maintenance as possible. If it's fully contained, you don't want to have to mow. You can put trees in enclosed lobbies, whether real or artificial, and it can have the same effect as a courtyard. Some schools converted courtyards into enclosed spaces because they weren't being used and they were landlocked. We can make this presentation available to committee members so we can make comments as we process our thoughts.

Steve shared the preliminary site and building plan, but nothing is set in stone yet. We plan to have one large retention pond that will be deep enough to be able to support fire needs. We tried to group athletic fields together. Steve oriented it north-south to avoid southern exposure that heats up the building. The initial plan was designed to allow open spaces to levels below in the corridors, with space for collaboration rooms. We will have two or three more concepts to review at the June 20th meeting. One may have a "hub" concept. There will be basement space for storage, mechanicals, storm shelter, but we didn't plan to utilize basement space for classrooms. It would be cost prohibitive to put a basement under the whole building, and having natural light is better for students. We also don't want a maintenance issue with sump pumps having to run all the time. Liz suggested putting student services over two floors because they're such a big department that need individual offices. She also likes the idea of having mirrored windows so you can see out but you can't view in from the outside. We can maybe even move all of student services to a higher floor away from the entrance for confidentiality purposes. The direction is towards having inclusive bathrooms with individual rooms for toilets and handwashing stations in the hallway where they can be cameras. Ryan brought concerns about cleanliness with boys who may not be careful, but the belief is that the government will require that down the road, so it's better to get ahead of it than to retrofit later.

We will have departmental meetings in the fall once we have a concept plan. Steve will work on setting up tours over the summer so we can finalize a plan. Jim would like to look at both new builds and revamps, but there aren't a lot of new HS buildings near us. We may want to have departments visit different buildings that redid a certain part of the building, such as CTE or Fine Arts.

The high school survey was due today, but Patrick will send out a reminder as we didn't get a good response rate. We have about 800 responses to the community survey about referendum feedback, and will get postcards out to the rest of the community soon. A lot of the feedback shared concerns about the vision, what the building would look like, etc. The Board allowed us to spend the dollars to work on the design phase so we have something to show the community before the next referendum. There were also questions about future programming and operational costs. We know there was confusion about school budgets and how the operational budget is different from bond debt. They also don't understand that growth means additional tax dollars we receive. If you know of a school that is worth looking at, let Esther know so we can consider visiting it. If we pass the referendum in March, bids will be approved in May so we can start earth work in June. It will take 2+ years to build. The goal is to occupy the building in August of 2026, though it will be tight and we could have to delay the school start. We are doing little pieces with civil engineering now to get ahead of things. When we open a new high school, we will likely make the current CHS a middle school, PKMS will become an elementary school, and CMS will likely become an early childhood center. There's an opportunity for funding to retrofit space for EC, but we don't know if we want to do that at CMS now in case that doesn't happen. Jim and lossi should send available dates to Esther so we can look at scheduling visits.

MEETING MINUTES

May 18, 2023

Central SD301 Future High School Program & Concepts

LDG Project No.: 32227

Phase: Programming/Schematic Design

Meeting #	Meeting Location	Time	Next Mtg.	Next Time	Next Location	Preparer
1	Central CUSD 301 High School Conference Room	10:30am	TBD	TBD	TBD	SMN/GT

Participants	Representing/Role	Present
Stephen M. Nelson (SMN)	Larson & Darby Group – CEO	X
Gedeon Trias (GT)	Larson & Darby Group – Director of Design	X
Esther Mongan (EM)	Central School District 301 – Incoming Superintendent	X
Dan Polowy (DP)	Central School District 301 – Director of Facility Operations	X
Patrick Podgorski (PG)	Central School District 301 – Incoming Principal	X
Sarah Farrington (SF)	Central School District 301 – CHS Asst. Principal Bldg. Operations	X
Janice Kotwica	Central School District 301 – Nurse/Health Office	X
Cara Bussman	Central School District 301 – Student Services	X
Megan Marciniac	Central School District 301 – Student Services	X
Chris Heckman	Central School District 301 – Fine Arts/English	X
Melissa Baumgartner	Central School District 301 – Health Office	X
Kristiana Vasil	Central School District 301 – Fine Arts	X
Teresa McMahon	Central School District 301 – Student Services	X
Thomas Durham	Central School District 301 – SRO	X
Jordan Pedigo	Central School District 301 – Fine Arts	X
Kelly Greene	Central School District 301 – CTE	X
Ryan Robinson	Central School District 301 – CTE/Science	X
Garrett Connor	Central School District 301 – SPED	X
Sue Zagorski	Central School District 301 – SPED	X
Stacy Suerth	Central School District 301 – SPED	X
Elizabeth Zurava	Central School District 301 – SPED	X
Tracy Quadri	Central School District 301 – SPED	X
Jessica VonSchnase	Central School District 301 – Food Service	X
Elizabeth Kaht	Central School District 301 – Social Studies	X
Shawn Loomis	Central School District 301 – CTE	X
Lisa Scott	Central School District 301 – CTE	X
Alyssa Karamitsos	Central School District 301 – Wellness	X

Participants	Representing/Role	Present
Jess Arneson	Central School District 301 – Social Studies	X
Zandra McGuire	Central School District 301 – Social Studies	X
Mike Schmidt	Central School District 301 – Social Studies	X
Tyler Clark	Central School District 301 – Social Studies	X
Lindsay Composano	Central School District 301 – Wellness	X
Sean Meyer	Central School District 301 – SPED	X
Dan Morgan	Central School District 301 – Social Studies	X
Amy Rodriguez	Central School District 301 – Athletics	X
Kris Hixon-Leach	Central School District 301 – Main Office - Admin. Assistant	X
Peter Mietka	Central School District 301 – Science	X
Dan Carpenter	Central School District 301 – Science	X
Ed McNally	Central School District 301 – Science	X
Zach Davidson	Central School District 301 – Science	X
Nick Scoliere	Central School District 301 – Science	X
Kevin Alperin	Central School District 301 – Science	X
Kelli Stoner	Central School District 301 – Science	X
Jennifer Santiago	Central School District 301 – Science	X
Rachel Madrid	Central School District 301 – Math	X
Stacy Reagan	Central School District 301 – English	X
Michelle Bellenie	Central School District 301 – English	X
Lauren Dwyer	Central School District 301 – English	X
Kristopher Shepard	Central School District 301 – English	X
Elizabeth Covington	Central School District 301 – Student Services	X
Emily Douglas	Central School District 301 – Library	X

Purpose of Meeting:

Open discussion with CHS Staff on what they would like or not like to see as part of the new high school facility – High Hopes and Vision.

1.0 Introduction

- a. Following a presentation to any interested CHS staff in the auditorium, the representatives from Larson & Darby Group began open meeting sessions with scheduled and available CHS staff for them to share their thoughts, ideas, vision, and concerns regarding what will be part of the design of the new high school for Central SD301. Sign-in sheets were provided to assist in keeping track of the numerous staff who participated in these continuous meeting sessions.
- b. There were also copies of the initial design concept that was used to help determine rough costs needed to include as part of the referendum question. It should be clearly understood that this concept design is preliminary and not set in stone at all. It was a baseline to establish rough costs only. The final design will ultimately look quite different.
- c. The incoming District Superintendent and Director of Facilities & Operations were present for the vast majority of the discussion sessions and two CHS Assistant Principals were present for all discussion sessions.
- d. All staff were free to share any ideas, thoughts, or visions regarding what they would like to see as part of the new high school, what they would not like to see, or what ideas or suggestions on improving areas or spaces for the new high school design, they might have.

- e. The following meeting notes are organized, to the best of our ability, by each CHS department represented in the meetings, with all comments per the stream of consciousness in which they were given. The departmental order is in no particular order and any duplicate comments within a given department have been eliminated, but they remain, if the duplicative comment is from another department.

2.0 Nurse – Health Department

- a. Indirect dimmable light options.
- b. Confidential conversation space within the nurse's office area... "office inside an office"
- c. No plain bright white paint everywhere.
- d. ADA Accessible areas, especially restroom in the nurse's office.
- e. Currently Nurse and Aide
- f. Future need 2-3 desks...possibly standing desk area.
- g. Lots of lockable cabinetry.
- h. An appropriate flooring surface, easy to clean, safe...not carpet.
- i. Some chairs for seating as well as standard beds for the students.
- j. Single space for a student that requires privacy/longer term period to rest that is quiet.
- k. Space for Virtual MD appt.
- l. Student privacy considerations.
- m. Borrowed light or windows into the nurses/health space. More open feeling.
- n. Refrigerator with ice maker.
- o. Eye wash station.
- p. Wall mount sharps container.
- q. A typical nurse to student ratio is 1:750.
- r. Possibly a small satellite nurse's office elsewhere in the building.
- s. 4 beds needed.
- t. No additional janitorial needs.

3.0 Student Services Department - General

- a. Simplify overall processes – student ID scan in – Raptor System is coming soon!
- b. Consider a scan in and out for elevator access.
- c. Teacher access for communication – private phone spaces/booths -depending on office configuration open vs private.
- d. Larger vault space for student records – going more digital? Current 6 – 7 year storage time.
- e. 12-13 offices currently needed?...room to grow...3-5 other workstation areas needed now.
- f. More visitor parking spots for the building overall than what they currently have – near the front entrance.
- g. Be able to lock down the building and section things off.
- h. Better student access, control, welcoming.
- i. Better wayfinding.

4.0 Student Services Department - Social & Psychology

- a. Office space that is all together.
- b. Plan for room to grow as student population increases up to 3000.
- c. Closet for spare clothes and similar items for students in need.
- d. Conference room for 5-20 people...could some of these type spaces be shared?
- e. Proper ventilation of the spaces.
- f. Offices with windows.
- g. Sound attenuation, acoustical control – being close to the commons might be an issue.
- f. Virtual meeting access and data connections.

- 5.0 Student Services Department - College & Career
- a. Testing Center is needed.
 - b. Sensory Space for kids who need to get a break. – De-escalation room. Individual & Group rooms.
 - c. Calming lighting and Natural light.
 - d. Welcoming office area, seating, and work area for students.
 - e. Conference room – visible to commons area preferred perhaps. Space for visiting college reps.
 - f. Technology, monitors/televisions for announcements and rolling visuals, promotions, etc.
 - g. Restrooms within the space.
 - h. Separate access/visibility to the nurse’s office if possible.
 - i. Operable windows.
 - j. Outdoor garden area for students and staff.
 - k. School store or spirit shop space.
 - l. Culinary arts center and a student run restaurant – teacher could put in lunch orders. An example of another school that does this was given.
 - m. “Target” simulation working lab space.
 - n. ADA accessibility everywhere of course.
 - o. Staff Lounge and area of respite.... much larger than current space.
 - p. Stay away from light faded yellow colors.
 - q. More area for student files.
 - r. Space for 1-2 interns.
- 6.0 SRO – Security
- a. A small and secure armory within the SRO or main office.
 - b. Consider the location of SRO office – near student services area with adjacency to Dean’s offices.
 - c. Might there end up being 4-6 deans?
 - d. Security camera monitors and access to them.
- 7.0 CTE Department
- a. Students typically learn by doing.
 - b. Would like many of the CTE areas to be visible so people can see what is going on inside.
 - c. Interior glass walls between classrooms. perhaps?weigh this against security concerns.
 - d. More common and collaborative workspaces.
 - e. Possibly an open main office area with educational spaces around it.
 - f. These CTE classrooms are NOT traditional classrooms.
 - g. Lots of crossover/collaborative learning going on...i.e., business, Ag, Arts...etc.
 - h. Teacher workroom spaces needed.
 - i. Teacher collaboration spaces needed.
 - j. Incubator with shared and adjacent spaces.
 - k. They like the ideas of a large common “Hub” space for the building in general.
 - l. Greenhouse on main floor level for better access and use...public plant sales and such.
 - m. Flexible multi-purpose main common or Hub space for the building.
 - n. Secured/lockable storage and cabinetry needed.
 - o. Acoustical treatment or sound proofing.
 - p. Cubbies in classroom vs. hallway or common locker banks – maybe, as needed locker areas?
 - q. Vet Tech & AG need more sound proofing from everyone else around them.
 - r. Teacher storage areas within the classrooms.... Currently that varies quite a bit.
 - s. Space for Podcasting and video production opportunities.
 - t. Makerspaces available to everyone.
 - u. CNS Programs?
 - v. Testing Center and Larger Auditorium Space.
 - w. All CTE classrooms on 1st floor
 - x. Google office layout with common workspaces
 - y. Teacher work/lounge areas with kitchenettes and break areas offer staff interaction benefits.

- z. 2 "traditional" classroom spaces fronted by lab/maker/activity space configuration.
- aa. Dog Kennel storage areas
- ab. Space for blended students to camp – casual seating areas.
- ac. Access for community events in commons area.
- ad. Gender neutral locker rooms.

8.0 Math Department

- a. Testing Center – shared space.
- b. Math/Writing lab tutoring spaces – like a double size classroom.
- c. Math teachers use a large amount of white board space.... three full walls of the room.
- d. Consider sound/acoustics for the classroom and in/from commons area.
- e. Could windows open?
- f. Individual temperatures controls for each classroom would be nice.
- g. Teacher storage, like at least a half wall of cabinetry, including a lockable wardrobe cabinet.
- h. They like the whiteboard style desks.
- i. Flexibility for placement/location of the teachers' desk in the classroom.
- j. Have charging stations for technology spread all around the building.

9.0 Science Department

- a. Can Greenhouse be accessible for all, not just AG/CTE? Perhaps it could be located to serve both.
- b. Science and AG/CTE programs – located at grade.
- b. Large windows in the classrooms and common spaces – lots of natural light.
- c. Wider and longer rooms for science – came from teacher in the smallest current science classroom.
- d. Have the science lab tables lower for better/easier supervision.
- e. Need Testing Center in the building.
- f. Need Departmental office space separate, could have shared desks.
- g. Significant storage and cabinetry in classrooms for teachers – lockable.
- h. Science prep rooms – could be shared between two classrooms.
- i. Sound/acoustical controls between classrooms and common spaces.
- j. Outdoor courtyard space.
- k. Outdoor classroom specifically – mention by DP that the forest preserve would be working. with the district to allow access to trails and adjacent nature areas surrounding campus.
- l. Walking path around the detention pond. Stock the pond for bass fishing team perhaps.
- m. Motion capture space in the building somewhere.
- n. North Central College has some great labs – technology at that level would be desired.
- o. There might still be some BP Amoco Grants out there to pursue?

10.0 Foreign Languages Department

- a. Need one on one testing space within the classroom so when testing a student, teacher can still supervise the remainder of the class. Window to classroom would also need to be included. Four to six (4-6) people max in the separate testing space.
- b. Windows that are operable and open – lots more natural light.
- c. Shading devices for the windows.
- d. Storage spaces for teachers... cabinetry that is lockable...they use more manipulatives.
- e. Testing Center.
- f. Large teachers' lounge in the building so teachers could actually eat there.
- g. Department chair offices separate.
- h. Student desks big enough to work on but allow for movement in the classroom.
- i. Enough outlets for students to charge Chromebooks/technology.
- j. Lots of small rooms and offices with doors that can be closed for one-on-one testing, private phone conversations with parents and undisturbed prep work.

11.0 English Department

- a. They do not like being on the 3rd floor in the preliminary concept – too far away from the library.
- b. They like the “hub” idea for the overall building, with everything like a spoke off of it.
- c. In their classroom, some cabinetry that is lockable but more bookshelves, as many of the teachers have their own in-classroom libraries.
- d. Separate office space for teachers in the building – could be shared with other departments.
- e. Book room, textbook storage needed – most textbooks are going digital now though?
- f. Lots of electrical outlets in the classroom.
- g. Maybe hooks in the classroom, in lieu of cubbies or lockers?
- h. Lots of display cases in general throughout the building, but also specifically for each department to display student work or reading themes and basic content identification (i.e., English, math, etc.).
- i. Classrooms with large windows and lots of natural light.
- j. Flexible seating in the library, and more tables as well.
- k. Wardrobe cabinet for teacher in classroom vs. teacher office area.
- l. Lots of open space in the building in general.
- m. Natural light throughout the building.
- n. Teacher’s lounge directly adjacent to the kitchen/food service. Large area for teachers to unwind and a teacher rec area with ping pong table, TV, fun activities, maybe even a separate teacher fitness area or space.
- o. Teacher storage – yes – but maybe half of current storage cabinetry.
- p. Like the idea of storing backpacks on the back of the student desks/chairs.
- q. Common area between fieldhouse and competition gym for people to gather and watch events.

12.0 Library

- a. There are many different types of areas within the library that need to be included. They include: small group, makerspaces, social space, actual media/library space, bookshelves, alt. media, storage, circulation desk, office, collaboration spaces, and variety of seating, more tables, etc.
- b. Include nature and biophilic design elements, plants color textures – exposure of sustainable elements.
- c. Need an intercom in the building that works.
- d. Signage and wayfinding considerations.
- e. Variety of lighting – dimmable and controllable.
- f. Natural light, as much as possible.
- g. Acoustical/sound consideration to be accommodated.
- h. Graphics within space.
- i. Textbook room.
- j. Community outreach components – garden plots on site, Kindness Closet for students with clothing, toiletries, etc.

13.0 Social Studies Department

- a. Teacher collaborative spaces are needed – office spaces separate.
- b. Kitchenette in the teacher’s office spaces.
- c. Keep teachers’ lounge but needs to be much larger.
- d. Teacher storage in the classrooms.
- e. Smartboards in every classroom.
- f. Graphics throughout the building.
- g. Celebrate “ALL” achievements – display spaces for everyone to use.
- h. Outdoor restrooms for the fields on site.
- i. Smaller central locker areas with swipes of the student ID for access – fewer lockers overall.
- j. Content area classrooms directly across from each other, rather than all along the same side next to each other.

- k. Student desks and tables without wheels preferred.
- l. Spirit student store.
- m. Like whiteboard desks and tables.

14.0 Special Education Department & Food Service

- a. SPED classrooms located by department in the building as well as the specific Mid-Valley spaces.
- b. Class size is max 15 so classrooms could be a little smaller. Slightly larger table sizes needed for instruction.
- c. Area for pull-out for small groups besides regular classrooms.
- d. Dedicated restroom spaces – larger spaces due to certain needs – several sinks also for life skills instruction.
- e. Mid-Valley classrooms – higher level of care required, like non-verbal.
- f. More regular SPED classroom area.
- g. Life Skills area with washer & dryer, kitchenette, house like simulation lab, and other support and training areas – retail/commercial.
- h. Have Life Skills spaces near the food service area to allow for student workers.
- i. Some spaces could be shared (i.e., having life skills area between a SPED classroom and Mid-Valley space perhaps?
- j. Sensory Room for students – (for everyone's use).
- k. Meditation or yoga room for students?
- l. Transition "target" room like Niles SD219 has for students.
- m. Larger break-out rooms needed.
- n. Testing center is needed.
- o. Have the teachers' lounge be larger (50) and a more calming or relaxing space with better lighting and near the food service area. Include refrigerators, counters, and microwave.
- p. Co-teaching space within the classroom to accommodate both teachers in the classroom.
- q. Larger loading dock area for deliveries.
- r. Larger fitness and cardio room than current space.
- s. An elevated walking track in the fieldhouse that could double as a viewing area.
- t. PE and athletic locker rooms separate.
- u. Retail concessions area or Spirit Group stores run w/ students.
- v. Phone booths in shared office space.
- w. Teachers' lounge with separate lunch line – run w/ students.

15.0 Fine Arts Department – Theater

- a. Theater seating for 1,500 – including balcony.
- b. Natural lighting in the spaces.
- c. Have the back of the theater be able to open up to the outside and have an outdoor grass terraced seating area that could be used.
- d. Loading dock area by theater.
- e. Scene shop space needed – tech shops adjacent to theater, storage for reusable built scenery, lumber, platforms flat walls, etc. A large layout area with (4) worktables that are 8' x 8' and overhead elect. Dust collection system in set building area.
- f. Slop sinks, tool crib area w/some cabinetry.
- g. Built-in miter saw area.
- h. Flats starting at 4'x8' could be up to 12' x 12'.
- i. Paint Booth/area w/ ventilation – does not need to be large.
- j. In the auditorium house, up to 3 lighting positions and projection infrastructure.
- k. Stage with removable sections for orchestra pit area.
- l. 30' x 40' minimum stage area with good/ample side stage area (wings).
- m. Fly stage area and appropriate lighting, rigging and sound equipment.
- n. Two dressing rooms (20-30 people in each) with a sink, interior clothing racks and single person restrooms
- o. Costume and make-up lab and storage, like a regular classroom doubled up.
- p. General Storage overall for props, large furniture pieces - 30' x 40' area.

- q. Student awards display areas around the exterior or lobby areas
- r. Video monitor and tech connections throughout.
- s. Add a small Black Box theater separate from the main theater like Batavia has. 50 Person capacity
- t. Catwalk system and safe access.
- u. Cutting edge lighting and sound systems.
- v. An additional separate small lecture hall/small theater space for 150-200 students, not the main theater or black box theater.
- w. Consider a shoebox style theater layout vs. curved seating area.

16.0 Music Department - Band & Orchestra

- a. Programs are about 12% to 15% of total student population.
- b. Would really prefer three separate spaces – Band, Orchestra & Choral – could be hard on the budget.
- c. Storage areas for music library, 150 band uniforms, instruments (percussion & ensemble), and general.
- d. Offices for teachers.
- e. Practice facilities (4-8) rooms needed... 1 – 4 students in each.
- f. Level floor, not built-in risers.
- g. Stage access is important.
- h. Look at East Aurora perhaps.

17.0 Music Department - Choral

- a. Choral & Band likely 130 students per room.
- b. Need Music Library Storage – (14) file cabinets currently, is any going digital?
- c. Need Instrument storage for Band as well.
- d. They use existing portable riser and backdrop, so a level floor, not built-in risers – storage for this as well may be needed.
- e. Dedicated practice rooms – (2-4) needed w/ 3-4 students per room and one room would have a piano.
- f. Award display areas in or outside of the space.
- g. 4-7 choral events per year.
- h. Choral robe storage – not currently
- i. Performance Shells...storage and movement?

18.0 Art Department

- a. Would like an outdoor learning area – i.e., outdoor classroom – perhaps partner w/ forest preserve perhaps.
- b. Use walking paths and trails – forest preserve surrounds the school site.
- c. Dimmable lighting controls.
- d. Much more natural light, windows, but diffused natural light.
- e. Display areas for artwork around the art classroom as well as throughout the building.
- f. Larger Dark room space needed.
- g. Higher ceilings in art classrooms.
- h. Appropriate sinks and clay traps in classrooms.
- i. Plenty of art storage area.
- j. Room for vertical drying racks.
- k. Lots of lockable cabinetry.
- l. Separate 3D room – sculpture & ceramics
- m. Kiln room with exhaust hood.
- n. Small desktop type paint booth with ventilation.
- o. Digital arts space/classroom.
- p. Maybe some kind of a Jack & Jill set up between some spaces.
- q. Incorporate Central History into the building in general as part of the design, perhaps a silo or barn siding wood material finishes somewhere...etc.
- u. Room for more bleacher viewing/seating in the fieldhouse.
- v. Floor drains needed in art rooms.

- w. Fume hood for painting.
- x. Theater/Music collaboration adjacency.

19.0 Physical Education Department

- a. Air conditioning in the locker rooms.
- b. Larger Fitness space and wellness space.
- c. Staff restrooms or inclusive restrooms.
- d. Fluid gender changing spaces or rooms.
- e. Larger square style lockers, maybe 16" or 18" square instead of 12".
- f. Ample storage for PE equipment that is dedicated and PE access only, they have equipment that is borrowed and never returned by athletic programs.
- g. The current size of storage now is actually pretty good for the fieldhouse.
- h. More storage adjacent or accessed for the main competition gym.
- i. viewing area overlooking the fieldhouse and main gym.

20.0 Athletics Department – Coaches

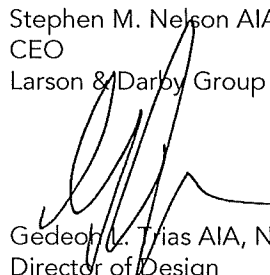
- a. Separate coaches' locker room area, not just a staff bathroom for changing clothes.
- b. Visual access – or overlook viewing area down into the fieldhouse – like Lakes HS.
- c. Fiber cable connection from main building to main stadium and sports fields, not wireless, as it lacks reliability.
- d. Surround seating in the main gym instead of two larger banks of seating on two sides. Maybe a hybrid to accommodate this perhaps?
- e. Make the fieldhouse a little bigger to allow for additional bleacher seating inside.
- f. Make the field house even larger/longer to include a turf area inside, like off one end outside of track area.
- g. Separate athletic and PE locker spaces.
- h. Weight room will need to be 2-2.5 times larger than the current weight training space.
- i. More athletic storage areas.
- j. Can the main stadium press box be like a central/main nest that could serve multiple sports fields?
- k. School/Athletic fields - community center usage.
- l. Aerial walking track in field house.
- m. Competition gym sized to spectator and team areas.
- n. Athletic Fields - Dedicated concessions and toilet rooms.
- o. Event parking space
- p. 2nd floor of concessions space to serve as press box or viewing deck for fields.

The foregoing meeting minutes constitute our understanding of matters discussed and conclusions reached. Other participants are requested to review and advise the undersigned, in writing, of any omissions or different understanding that they may have.

By:



Stephen M. Nelson AIA, LEED AP
CEO
Larson & Darby Group



Gedeon L. Trias AIA, NCARB, LEED AP
Director of Design
Larson & Darby Group

Steering Committee Minutes
June 20, 2023

Present: Esther Mongan, Kris Hixon-Leach, Kevin Alperin, Brian Iossi, Matt Clark, Josh Campanelli, Ted Juske, Daina Pflug, Shayne Birkmeier, Elizabeth Covington, Matt Rodewald, Brian Tobin, Steve Nelson, Lucas Strom, Judy Hoenig, Brayden Teele, Elizabeth Zurava, Ryan Robinson, Tom Buresh, Jim Struyk, Sarah Farrington, Mandi Bavaro, Dan Polowy, Jess Arneson, Emily Douglas, Marc Falk, Eric Nolan

Today we will be up and around looking at some things. We are going to look at the three options we talked about last time. Each person will get a binder to keep all the documents from the committee. The binders have copies of meetings we've already had as well as the documents we will be looking at today. We have the original plan we put together as well as two other mock-ups that have been put together based on feedback we've already received. We will work in groups to review the plans, write notes right on the plans, so we can put them together. Steve, Andrew, and Ged from Larson & Darby will be facilitating the conversations. Following that activity we will talk about facility tours and answer any questions you may have.

Ground rules: Be respectful of other peoples' thoughts, consider positives and negatives. We are at a level of site plan and where rooms are located, etc., not what goes in each classroom. Write comments on the papers, but understand that doesn't mean we will implement your idea.

Josh Campanelli is here from Shales McNutt as our construction manager as he will put dollars to our ideas and we need to make sure we are working within the budget we have in the referendum.

We broke into groups to review and discuss the different plans.

We don't have any updates on land surveys. We are speaking with the forest preserve about selling some land in the northeast corner and will also talk to them about some land swap. The forest preserve owns the land all around our property.

Steve will work with administration on scheduling facility tours in mid-August or maybe September. We will try to visit a few locations, and if you have a location you'd like to see, please let Esther know in the next couple of weeks. Depending on where they are we can do 1-3 in any given day.

The architects will take the notes we made and put them together as minutes and put together another couple of options based on our feedback. Then we can start to hone in on the concept plan so we can move forward with a plan and share with the community in preparation for the referendum. We will go through plans programmatically to make sure we didn't miss anything or aren't duplicating things. We have to think about lockers (one per student, size, etc.) and other decisions. We can put together a [brainstorming document](#) so if you have other ideas later, you can add them there.

Steering Committee Meeting Minutes
August 22, 2023

Present: Jim Struyk, Kyle Nelson, Michael Gecan, Brayden Teele, Kevin Alperin, Brian Iossi, Tom Buresh, Kris Hixon-Leach, Daina Pflug, Stephen Buchs, Shayne Birkmeier, Ryan Robinson, Dan Polowy, Josh Campanelli, Esther Mongan, Glen Eriksson, Matt Rodewald, Jeff Oke, Eric Nolan, Elizabeth Covington, Emily Douglas, Jess Arneson, Ged Trias, Brian Tobin, Sarah Farrington, Stephen Nelson, Marc Falk, Mandi Bavaro, Ted Juske, Patrick Podgorski

Steve and his team have been busy and have some great things to share with us today. A few members of the committee visited McHenry West and Dekalb a couple of weeks ago to tour their facilities. Kevin shared that one of them had two science classrooms with a shared lab room in the middle with a storage room across the hall, which he really liked. Ryan shared that McHenry West did a great job of maximizing their CTE space and it was really well done. They had a lot of common space in the middle of the room and garage doors so equipment could move things in and out of the room, and collaboration pods around the space. They had a t-shirt printing business that “employs” students over the summer to do printing for the district and local businesses. Ryan did like the competition gym with the bump-outs on all sides. Dekalb had a nice auditorium with an orchestra pit. One school had a nice weight room with a dance studio off to the side and turf in another area. Brian felt he got a good idea for the “spine” layout at McHenry which we have talked about utilizing in our plans. They also have learning stair spaces and reflected business partnerships in their CTE areas. They had some nice spaces utilizing glass to offer natural light and provide a “larger” feel. Dekalb had a large greenhouse, but we wouldn’t necessarily want one that big.

Steve brought two more possible plans for us to review. The markups from our last meeting are in the Google drive if you want to review them. Steve shared some photos from the school visits, highlighting some elements. He then walked through the two new options for designs. Option A has two main hallways with fine arts at one end, athletics at the other, and academic core in the middle that would be four stories. This allows the hallways to be locked to keep people from leaving their area and run events on each side of the building. Option B takes some of the same “blocks” and rearranges them in a different way with the academic core in a curve at the front of the building which would also be four stories high. This option would allow us to expand at each end of the academic corridor. We spent some time reviewing the plans, making notes, and asking questions.

A lot of people like option A for both the exterior look of it (more interest) but also with the way it’s laid out inside with academics in the middle and athletics and fine arts on the sides. It feels very inviting. One suggestion is to do wood-like panels mixed with the blue and other materials on the exterior. Another suggestion is to use red as an accent color since red is a school color for PK and CT and all students end up at the high school. Traveling across the building will be easier for students than it would be with option B. Josh said that centralizing the core is more economical, as well, with heating, etc. Liz suggested setting up life skills and SpEd rooms in a similar way that we are doing the science classrooms and labs.

Steve will present both options to the Board meeting in September. Once we have a plan decided, then we will start looking at details such as number of cabinets and materials, etc.

We do want to set up another facility visit to cover New Trier, Stevenson, and Maine Township. It will be a full day, likely early- to mid-September. There is potential to do a third visit day to Batavia, Downers Grove and Naperville.

Central CUSD 301

New Central High School Project

Admin. Leadership Meeting No. 4

October 3, 2023

Agenda

- I. Welcome
- II. Recap/Review Initial Facility Visits
 - a. Maine Township East High School
 - b. New Trier High School
 - c. Adlai Stevenson High School
- III. Recap Recent Board Presentation
 - a. Review/Recap the recent Board Presentation
- IV. New High School Updated Schematic Design Review
 - a. New Updated Fly-by Video
 - b. Updated Floor Plans
 - c. Enlarged Floor Plans – Specific Areas
- V. Discussion on Updated Schedule
 - a. Committee Meetings
 - b. Next Round of Departmental Level Meetings
- VI. Open Discussion
- VII. Adjourn

Steering Committee Meeting
October 3, 2023

Present: Esther Mongan, Brian Tobin, Jess Arneson, Daina Pflug, Dan Polowy, Matt Rodewald, Kris Hixon-Leach, Ged Trias, Stephen Nelson, Kevin Alperin, Emily Douglas, Brian Iossi, Brayden Teele, Jim Struyk, Ryan Robinson, Liz Zurava, Liz Covington, Lucas Strom, Josh Campanelli, Patrick Podgorski, Tom Durham, Stephen Buchs, Mike Gecan, Tom Buresh, Keith Franklin, Eric Nolan, Judy Hoenig, Paul Siliunas, Mandi Bavaro, Steve Nelson

We are moving from the schematic design phase to the design development phase. Stephen reviewed photos from the facility visit that occurred last month to Maine Township East, New Trier, and Adlai Stevenson high schools. Each facility had a learning stair feature. At Maine Township their library is an open space with lots of seating that is utilized by both students and staff. That school has done a lot with CTE in recent years to develop those programs and spaces. Their art rooms don't have doors and are all open with walls that don't go to the ceiling with storage/kiln in the middle. Teachers shared that it can be loud sometimes, but they liked it. At New Trier students have a lot of freedom to move around the building, such as taking their lunch to different levels. They have lots of built-in seating in the hallways where students can charge devices, work on their computers, eat lunch, etc. and waste receptacles are placed throughout the building. Our plans will have a similar feel to some of these images. In New Trier's building, they've tried to create natural light opportunities through their renovations, but our current plans have natural light in all but 5 classrooms. They do have a number of small group meeting rooms at the edge of the library, but the library setup itself was pretty traditional. They had separate music lockers for instruments. Their main servery is very open, and they have a secondary, smaller servery elsewhere in the building. Stevenson just put a new addition on this past year that has a series of meeting rooms, a learning stair, and more. They have four serving areas in the building and one stays open until 8:30pm. We do have plans for a concessions area near the gym that could be utilized for food service, but it won't be attached to a kitchen. They have three 2-story live "green" walls in the building. They have training facilities near the field house that are better than some colleges. Their fieldhouse has a lower ceiling than ours does, but has windows that used to look outside but now are open to the second level for viewing. They have an indoor turf field that is intended for non-athletic use during the school day. Athletes can only use it before and after school and they have a separate space for staff use. They treat all the science rooms the same; the only difference is fire hoods. They have perimeter counters with gas and electric with movable tables in the center. They created a courtyard with the most recent addition. Their theater has seating that rotates to turn into separate lecture halls when not needed for the auditorium. They have a large greenhouse and gardens and plan to add solar panels down the road. Ryan noted that the spaces are all beautiful, but even the schools said it's important that it's all functional on the inside. Some of those schools shared that they based their designs on colleges, which is why they have more freedom for the students to move around the building. Stevenson and New Trier had CTE programs, but they didn't seem to be offering the same programs as other schools because the bulk of their students are college-bound.

Steve shared that he did present at the last Board meeting and the Board wants to move forward with option A, which is the one the committee had expressed the most interest in pursuing. He shared a video with a full “fly-by” of the building. He then shared a few changes they have worked on since getting feedback at our last meeting, including bumping out the entries to make a little more lobby space, cleaning up some stairways and storage areas, creating a “merch” space for the sale of spirit wear, tweaks to the entry into the office area, reworking the server room to make it more open, and creating functional “classroom” spaces that convert to seating for the auditorium with movable walls. We can still seat 750 students in the commons area, not including any overflow to other parts of the building.

Dr. Nolan shared that there have been questions on social media about safety with such an open plan, but schools we visited have shared that they worked with law enforcement to make sure they are meeting safety codes. It will be important to share updates as we go through this process. There are also a lot of questions about “inclusive” bathrooms with assumptions that they aren’t safe. We are planning to have locker banks instead of wall lockers as the growing trend is that students don’t use them. We would like to get “fly-by” models of the interior to share with the community to give them a better idea of what we are planning. The architects can target specific areas of the building to get something put together in about a month. If we push out snippets of information to explain why we are making certain decisions, that may help the community understand. Steve will be colorizing the draft floor plans to help the community understand what they’re seeing. We need to reshare the information we put out last fall with the focus groups so the community understands why we are doing this. We had already planned a 12-part video series to push out over the next few months. We sent postcards to residents who do not have current students in the district, inviting them to get on a mailing list so they can receive information from the district. We have started a monthly “In the Loop” newsletter to send to them, letting them know about what’s going on with athletics, theater, etc. We had done a survey after the election last spring to find out what their concerns were in order to develop our talking points. If you think of other topics we should address, let Esther and Matt Rodewald know.

Moving to the second floor, they opened the hallway a bit and added small group spaces off the library, created more usable storage space by the wrestling room, and created a corridor leading to a broadcast area above the gym. Steve has three options for art rooms that we looked at. One requires shifting the band room to the exterior wall of the first floor, but none of these options change the square footage allotted to each space.

We also have options for the fourth floor where we anticipate having science classes. We could do separate shared labs or have larger rooms that incorporate lab space around the perimeter and tables in the middle. We can also make some adjustments to where we have the greenhouse space.

We have gotten a little off-schedule from the initial committee plan, so we will adjust that and push it back out. We will push our next meeting to early November. Once we move into the design development phase, we will have departmental meetings to talk about how rooms should

be laid out, what we need for storage, etc. The leadership team will start working on materials, looking at costs, etc.

We put out copies of the updated plans so everyone can take a closer look and add comments.

PROJECT AUTHORIZATION EXHIBIT NO. 1

This Project Authorization Exhibit (“Exhibit”) amends and supplements that certain 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, dated June 20, 2023 (“Master Agreement”), between the Central Community Unit School District 301 (“Owner”) and Shales McNutt LLC dba SMC Construction Services (“Construction Manager”) as provided herein. In the event of a conflict between the terms and conditions of this Exhibit and the Master Agreement, this Exhibit shall control, for the project described herein.

The Owner and Construction Manager agree to amend and supplement the Master Agreement as follows:

PROJECT: Central High School Addition

ARTICLE 1 INITIAL INFORMATION

§ 1.1.1 Owner’s Program for the Project: Two-story addition to high school building, including 20 classrooms and cafeteria. Final scope to be approved by the Owner.

§ 1.1.2 Project’s Physical Characteristics: Addition to high school building, including classrooms and cafeteria.

§ 1.1.3 Owner’s Budget for the Contract Sum: approximately \$11 million, subject to the approval of the Owner.

§ 1.1.4 Anticipated Design and Construction Milestones:

- .1 *Design phase milestone dates, if any:* Not applicable.
- .2 *Construction commencement date:* To be determined by the Owner.
- .3 *Substantial Completion date or dates:* June 2024, with specific date to be approved by the Owner.
- .4 *Other milestone dates:* None anticipated at this time.

§ 1.1.5 Owner’s Requirements for Accelerated, Fast-Track Scheduling, or Phased Construction (if any): None.

§ 1.1.6 Sustainable Objective for the Project, if any: None.

§ 1.1.7 Other Project Information, if any: None.

§ 1.1.8 Owner’s Representative: Esther Mongan, Superintendent

§ 1.1.9 Other Persons/Entities to Review the Architect’s Submittals, if any: None.

§ 1.1.10 Owner's Consultants and Contractors, if any:

- .1 *Geotechnical Engineer*: None anticipated at this time.
- .2 *Civil Engineer*: Eriksson Engineering
- .3 *Other*: IMEG

§ 1.1.11 Architect's Representative (if different from the individual identified in the Master Agreement): N/A.

§ 1.1.12 Construction Manager's Representative (if different from the individual identified in the Master Agreement): N/A.

§ 1.1.13 Owner's Requirements for Staffing Plan for Preconstruction Services: As mutually agreed by the parties.

§ 1.1.14 Owner's Requirements for Subcontractor Procurement: Competitive bid pursuant to 105 ILCS 5/10-20.21.

§ 1.1.15 Other Initial Information (if any): None at this time.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 3.1.14 Other Preconstruction Phase Services (if any): None.

ARTICLE 5 COMPENSATION FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1.1 Fee: Lump Sum fee of \$48,250.00.

§ 5.1.2 Hourly Rates: Not applicable for preconstruction phase services.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1.2 The Construction Manager's Fee: 3.5% of the Cost of the Work.

§ 6.1.6 Unit prices (if any): None.

§ 6.1.7 Liquidated damages (if any): None.

§ 6.1.8 Other (if any): None.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.6.1 Insurance Costs: 0.75% of the construction cost.

Hourly rates shall be as follows:

<u>Position</u>	<u>Rate</u>
Partner/Project Executive	\$165
Project Manager	\$148
Assistant Project Manager	\$97
Superintendent	\$140
Contract Administrator	\$80
Carpenter	\$128
Laborer	\$116

Agreed to as of the dates(s) provided below.

**SHALES MCNUTT LLC DBA SMC
CONSTRUCTION SERVICES**

**CENTRAL COMMUNITY UNIT
SCHOOL DISTRICT 301**

By: John I. C. [Signature]

By: [Signature]

Its: C.O.O. / Partner

Its: Deputy Superintendent

Date: 6/20/23

Date: 6.20.23

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AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the seventh day of January in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

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

Central Community Unit School District #301
275 South Street
P.O. Box 396
Burlington, Illinois 60109
Telephone No.: 847-464-6005
Fax No.: 847-464-6021

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

Larson & Darby Group
4949 Harrison Avenue, Suite 100
Rockford, Illinois 61108
Telephone No.: 815-484-0739
Fax No.: 815-229-9867

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

L&D # 24003
General Architect of Record

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.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.1.1 The Scope of Work, in general terms, considered as Basic Services covered by this agreement will include potential additions and renovations at the Owner's existing elementary school and high school.

§ 1.1.2 As an additional service, the Architect shall complete a Master Facility Plan and Assessment report; the details of what will be included in this task are as described in Section 4.2.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

to be determined for each project

.2 Substantial Completion date:

to be determined for each project

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§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1 million

.2 Automobile Liability

\$1 million

.3 Workers' Compensation

\$1 million

.4 Professional Liability

\$3/5 million

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project 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 and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the

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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, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design

Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 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 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Master Facility Plan and Assessment	Architect	
<i>(Row deleted)</i>		
§ 4.1.2 Multiple preliminary designs	Not provided	
§ 4.1.3 Measured drawings	Not provided	
§ 4.1.4 Existing facilities surveys	Architect	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Architect	
§ 4.1.6 Building Information Modeling (E202™)	In Basic Services	
§ 4.1.7 Civil engineering	In Basic Services	
§ 4.1.8 Landscape design	In Basic Services	
§ 4.1.9 Architectural Interior Design (B252™–2007)	In Basic Services	
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™–2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	By Contractor	
§ 4.1.16 Post occupancy evaluation	In Basic Services	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	In Basic Services	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	In Basic Services	
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.2.1 Master Facility Plan and Assessment: As an additional service, the Architect shall provide the following as part of an initial study in creating a Master Facility Plan and Assessment:

- .1 Complete onsite investigation and documentation of existing conditions in all three district facilities.
- .2 Complete a review and analysis of the existing district HLS survey information and facility plans.
- .3 Coordinate and facilitate (3-4) Steering Committee meetings with the pre-established Steering Committee to garner general information, stakeholder input, community insights and general feedback on the direction of a Master Facility Plan & Assessment for the district.
- .4 Establish a Basic Master Facility Program Outline from the Steering Committee input and support documentation.
- .5 Develop (2-3) potential Master Facility Plan options for review and discussion.
- .6 Develop preliminary, order of magnitude cost estimates for each master facility plan design option.
- .7 Compile a final comprehensive Master Facility Plan and Assessment document/report with a recommended consensus option.

- .8 Present a final, comprehensive Master Facility Plan and Assessment to the Board and Community for approval.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .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.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Periodic visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work (per site) to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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.4 Two (2) inspections for any portion of the Work (per site) to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

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

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

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution 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 proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 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, dispute or other matter in question 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, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

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

Construction Cost	New Construction (per site) Hourly Rate	Building Additions and Renovations/Remodeling (per site) Hourly Rate
Under \$100,000	7.00% - 7.75%	7.25% - 8.0%
\$100,000- \$2,500,000	6.75% - 7.25%	7.0% - 7.75%
\$2,500,000 - \$10,000,000	6.25% - 6.75%	6.60% - 7.0%
\$10,000,000 - \$20,000,000	6.00% - 6.25%	6.20% - 6.5%
\$20,000,000 - \$40,000,000	Negotiated fee range	Negotiated fee range
\$40,000,000 and above		

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.3.1 For Master Facility Plan and Assessment Phase services as described in Section 4.2, compensation shall be based on a lump/stipulated sum of Twenty to Thirty Thousand (\$20,000 to \$30,000) depending on scope of assignment.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one tenth percent (1.10%), or as otherwise stated below:

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

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	thirty-five	percent (35	%)
Bidding or Negotiation Phase	five	percent (5	%)
Construction Phase	twenty-five	percent (25	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

See "Exhibit A – 2014 Billing Rates"

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and one tenth percent (1.10%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A – 2014 Billing Rates

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

OWNER

(Signature)

Dr. Todd Stirn, Superintendent

(Printed name and title)

ARCHITECT



(Signature)

Stephen Nelson, Director of Educational
Architecture

(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 8th day of June in the year 2023
(In words, indicate day, month and year.)

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

As set forth in the applicable Project Authorization Exhibit

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

Central Community Unit School District 301
275 South Street
PO BOX 396
Burlington, IL 60109

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

Shales McNutt LLC dba SMC Construction Services
425 Renner Drive
Elgin, IL 60123

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.

§ A.2.2 Liability Insurance

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

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.

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§ 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
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§ 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
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§ 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 provided that the Construction Manager's portion of such deductibles or self-insured retentions shall not exceed \$5,000, with any additional amounts to be paid by the Owner.

§ 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

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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 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,

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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.

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- .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	Limits
Excess or Umbrella Liability Insurance	\$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, as obligee, in an amount equal to and covering its pre-construction fees, construction fee, insurance fee, supervision costs, and general conditions costs. The Construction Manager's subcontractors on the Project shall also each furnish a Performance Bond and Payment Bond naming the Owner and Construction Manager as dual obligees and shall be in an amount equal to the full amount of their subcontracts. The subcontractors' bonds shall likewise be furnished to the Owner.

The Performance Bonds shall be as security for the faithful performance of the obligations of the Contract Documents, and the Payment Bond shall be as security for the payment of all persons performing labor and furnishings materials in

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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 its bond to the Owner within seven days of the later of the following: a) the date the Agreement is entered into or b) the date the amount of the Construction Manager's bonds are capable of being identified; 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. The Construction Manager shall likewise deliver its subcontractors' bonds to the Owner no later than seven days following the date the subcontracts are entered into.

§ 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 required 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.

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§ 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.

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 8th day of June in the year 2023
(In words, indicate day, month, and year.)

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

Central Community Unit School District 301
275 South Street
PO BOX 396
Burlington, IL 60109

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

Shales McNutt LLC dba SMC Construction Services
425 Renner Drive
Elgin, IL 60123

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

To be identified on individual Project Authorization Exhibits, which will be agreed upon by the parties in writing.

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

Larson & Darby Group
4949 Harrison Ave
Suite 100
Rockford, IL 61108

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.

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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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- 15 SCOPE OF THE AGREEMENT

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.)

As set forth in the applicable Project Authorization Exhibit.

§ 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.)

As set forth in the applicable Project Authorization Exhibit.

§ 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.)

As set forth in the applicable Project Authorization Exhibit.

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

.1 Design phase milestone dates, if any:

As set forth in the applicable Project Authorization Exhibit.

.2 Construction commencement date:

As set forth in the applicable Project Authorization Exhibit.

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

As set forth in the applicable Project Authorization Exhibit.

.4 Other milestone dates, if any:

As set forth in the applicable Project Authorization Exhibit.

§ 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.)

As set forth in the applicable Project Authorization Exhibit.

§ 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.)

As set forth in the applicable Project Authorization Exhibit.

§ 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.)

As set forth in the applicable Project Authorization Exhibit.

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

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

As set forth in the applicable Project Authorization Exhibit.

§ 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, if any:

(List name, address and other contact information.)

As set forth in the applicable Project Authorization Exhibit.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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

.1 Geotechnical Engineer:

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As set forth in the applicable Project Authorization Exhibit.

.2 Civil Engineer:

As set forth in the applicable Project Authorization Exhibit.

.3 Other, if any:

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

As set forth in the applicable Project Authorization Exhibit.

§ 1.1.11 The Architect's representative:

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

Stephen Nelson
Larson & Darby Group
4949 Harrison Ave
Suite 100
Rockford, IL 61108
(P) 815-484-0739

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

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

Josh Campanelli, COO
SMC Construction Services
425 Renner Drive
Elgin, IL 60123
(P) 847-622-1214 Ext 215
(C) 224-856-7626
Email: joshc@buildwithsmc.com

§ 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.)

As set forth in the applicable Project Authorization Exhibit.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

As set forth in the applicable Project Authorization Exhibit.

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

As set forth in the applicable Project Authorization Exhibit.

§ 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

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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 agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. 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 the parties thereto.

§ 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 ensure that the appropriate contractors 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 the parties hereto, 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 parties hereto, shall mean the Trade Contractor with respect to the applicability of A201-2017 to the Owner/Trade Contractor contractual relationship.

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

§ 2.3.3 With respect to the Owner/Construction Manager contractual relationship as set forth in this A134-2019, the term Contractor as used in Article 3 of A201-2017, as amended by the parties hereto, shall mean the Construction Manager; however, in the event of any conflict in the definition of the Construction Manager's Responsibilities as between Article 3 of A201-2017 and Article 2 of A134-2001, Article 2 of A134-2009 shall govern.

§ 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 the parties hereto. 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 the parties hereto.

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 parties hereto, 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, including identifying and securing long lead time items. 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 critical path 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 Trade Contractor; 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 detailed recommendations and plans 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

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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, evaluate for value engineering options, 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, if known or reasonably ascertainable by Construction Manager.

§ 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 Trade Contractors

§ 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 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, analyze all submitted bids, including but not limited to reference checks and financial stability analysis, 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, incorporating by reference the AIA A201 General Conditions of the Contract for Construction, 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.)

As set forth in the applicable Project Authorization Exhibit.

§ 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 the parties hereto, 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:

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
N/A	

§ 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 weekly 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 critical path construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017, as amended by the parties hereto.

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§ 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.

§ 3.3.2.7 The Construction Manager shall provide on-site supervision of the Trade Contractors to ensure that the Work is properly coordinated and completed in accordance with the Contract Documents and that the Project is completed on-time and 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,

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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 parties hereto, 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.

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement as amended by the parties hereto. 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.)

To be set forth in the applicable Project Authorization Exhibit.

§ 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.)

To be set forth in the applicable Project Authorization Exhibit.

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,

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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, upon applications for payment submitted by the Construction Manager and 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.)

To be set forth in the applicable Project Authorization Exhibit.

Notwithstanding the foregoing, the fee for the new high school project shall be no more than 1.35% of the Cost of the Work.

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

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

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

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred five percent (105 %) 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)
------	-----------------------	-------------------------

§ 6.1.7 Liquidated damages, if any:

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

As set forth in the applicable Project Authorization Exhibit.

§ 6.1.8 Other:

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

As set forth in the applicable Project Authorization Exhibit.

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§ 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 parties hereto. 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 parties hereto.

§ 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 parties hereto, 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.)

project management and project administration personnel stationed at Construction Manager’s Principal Office

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§ 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 Trade Contract Costs

Payments made by the Construction Manager to Trade Contractors in accordance with the requirements of the trade contracts 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. Insurance shall be paid at the rate set forth in the applicable Project Authorization Exhibit..

§ 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.

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§ 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 parties hereto, 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 parties hereto. 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 parties hereto.

§ 7.7.3 With the Owner's prior written approval, costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Trade Contractors, 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, Trade Contractors, 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 parties hereto, 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

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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, Trade Contractors, 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:

§ 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 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 make payment of the amount certified not later than forty-five (45) days after the Architect receives the Application for Payment.

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

§ 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, a cash flow schedule (to be provided once at the start of the Project and thereafter as reasonably requested by the Owner), 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 parties hereto, 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 parties hereto;
- .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 parties hereto;

- .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.)

Construction Manager's Preconstruction and Construction Manager's Fees, Insurance, General Conditions (including insurance) Expenses, and Staffing Expenses.

§ 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 A201-2017, as amended by the parties hereto.

§ 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 Trade Contractors, and the percentage of retainage held on trade contracts, 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 parties hereto, 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.

Init.

§ 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 Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017, as amended by the parties hereto. 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 parties hereto. 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 parties hereto. 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 legal rate prevailing from time to time at the place where the Project is located.

(Paragraphs deleted)

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 parties hereto. 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 parties hereto, 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.)

Init.

§ 12.2 Binding Dispute Resolution

For any Claim, 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
- 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 parties hereto.

§ 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 parties hereto.

§ 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 parties hereto, 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 parties hereto.

§ 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 parties hereto, 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.)*

The Owner shall pay the Construction Manager as provided in Section 14.4.3 of the General Conditions.

§ 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 parties hereto. 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 parties hereto, 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 parties hereto. Where reference is made in this Agreement to a provision of AIA Document A201–2017, as amended by the parties hereto, 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 parties hereto, 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

(Paragraphs deleted)

Section Deleted

(Table deleted)

§ 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.

§ 14.3.1.9 The Construction Manager shall also comply with Sections A.4.3, A.4.5, A.4.6, A.4.7, A.4.9, and A.4.10 of the AIA Document A134™-2019 Exhibit A, as amended by the parties hereto.

§ 14.3.1.10 If mutually agreed by the Parties, the Construction Manager will purchase property insurance as required in Section § A.3.3.2.1 of AIA Document A134 – 2017 Exhibit A, as amended by the parties hereto. The Owner shall reimburse the Construction Manager for such costs without markup. The Construction Manager shall ensure that the Bid Documents do not require trade contractors to obtain property insurance and that the Owner will not reimburse or compensate the Construction Manager or any trade contractors for the cost of property insurance obtained by trade contractors. Further, the Construction Manager shall assume all rights and obligations of the Owner under Sections 11.5.2 and 11.5.2 of the AIA Document A201 – 2017 General Conditions of the Contract for Construction, as amended by the parties hereto.

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§ 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 parties hereto, 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 parties hereto, and elsewhere in the Contract Documents. The Construction Manager will be responsible for ensuring that the bid packages for all subcontractors are revised to reflect the bonds to be required of such subcontractor.

§ 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 parties at 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 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.

§ 14.5.9 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 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.

§ 14.5.10 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 by the Construction Manager or the Construction Manager or Subcontractor's work on the Project or the Construction Manager's performance of the services under this agreement, 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 unless such alleged injuries are caused, in whole or in part, by any negligent act or omission of the Indemnitees; 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.

§ 14.5.11 **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.

§ 14.5.12 **FORCE MAJEURE.** Neither party shall be liable for failing to perform obligations arising under this Agreement to the extent such failure is caused by fire, flood, earthquake, hurricane or another natural disaster, an act of God, war invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout, pandemic, national crises, or interruption or failure of electricity or telephone service. Provided, however, that the party seeking to be excused from performance must: (i) give the other party prompt notice of such cause, and (ii) use reasonable commercial efforts to promptly correct such failure or delay in performance.

§ 14.5.13 The following rates for Supervisory and Administration personnel until December 31, 2023, whether located at the project site or at Construction Manager's principal office, are as follows:

Project Executive: \$165.00/Hr.
Project Manager: \$148.00/Hr.
Project Superintendent: \$140.00/Hr.
Field Project Manager: \$122.00/Hr.
Asst. Project Manager: \$90.00/Hr.
Contract Administrator: \$90.00/Hr.
Carpenter: \$128.00/Hr.
Laborer: \$116.00/Hr.

These rates are expected to increase 5% each year, thereafter.

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User Notes:

(2016890947)

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 parties hereto
- .2 AIA Document A134™-2019, Exhibit A, Insurance and Bonds, as amended by the parties hereto
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended by the parties hereto
- .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.)

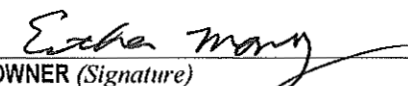

Supplementary and other Conditions of the Contract:

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, 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.

<p> OWNER (Signature)</p> <p><u>Esther Morgan, Deputy Supt.</u> (Printed name and title)</p>	<p> CONSTRUCTION MANAGER (Signature)</p> <p><u>Joshua Campbell</u> (Printed name and title)</p>
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Central CUSD 301

New Central High School Project

Design & Steering Committee Project Schedule

May 30, 2023

<u>DATE:</u>	<u>MEETING TITLE:</u>	<u>MEETING - GEN. DESCRIPTION:</u>
5-10-23	<i>Admin Leadership Mtg. 1:</i>	(Discuss Schedule, Program, Survey/Data Collection...etc.).
5-30-23	<i>Steering Committee Mtg. 1:</i>	(Purpose, Program, Design Trends, Big Picture Visioning...etc. Survey & Data gathering as well).
5-18-23	Staff Presentation and Initial Department Mtgs.	(Initial Information Gathering for each Department).
6-6-23	<i>Admin. Leadership Mtg. 2:</i>	(Review Progress & Discuss Specific Issues or Items).
6-20-23	<i>Steering Committee Mtg. 2:</i>	(Initial Site & Floor Plan Design Options, Consensus Design).
7-25-23	<i>Admin. Leadership Mtg. 3:</i>	(Review Progress & Discuss Specific Issues or Items).
8-9-23	<i>Possible HS Facility Tours:</i>	(Possibly visit 3 other High Schools to see their facilities???)
8-22-23	<i>Steering Committee Mtg. 3:</i>	(Review of Schematic Design Consensus Plans & Massing).
9-5-23	<i>Admin Leadership Mtg.4:</i>	(Review Progress & Discuss Specific Issues or Items).
9-19-23	<i>Steering Committee Mtg. 4:</i>	(Final Schematic Design, Site, Plans, Elevations, 3D Concepts).
-----	Project Budget Check	(SMC to Review and Confirm Budget Tracking for the Project)
9-25-23	Schematic Design Complete	Potential Board Mtg. Presentation of Schematic Design
9-27 to 10-5	Numerous Dept. Mtgs.	(Gathering detailed/specific data for Design Development).
10-10-23	<i>Admin Leadership Mtg. 5:</i>	(Review Progress & Discuss Specific Issues or Items).
10-24-23	<i>Steering Committee Mtg.5:</i>	(Initial Design Development Progress – Follow up on Dept. Mtg. Data and specific information).
11-14-23	<i>Admin Leadership Mtg. 6:</i>	(Review Progress & Discuss Specific Issues or Items).
12-5-23	<i>Steering Committee Mtg.6:</i>	(Design Development Progress, Refining Details of the design).
1-3-24	<i>Admin Leadership Mtg. 7:</i>	(Review Progress & Discuss Specific Issues or Items).
1-9-24	<i>Steering Committee Mtg. 7:</i>	(Final Meeting to Review 95% Complete Design Dev. Info).
-----	Project Budget Check:	(SMC to Review and Confirm Budget Tracking for the Project).
1-15-24	Design Development Comp.	Potential Board Mtg. Presentation of Design Development.

1-16-24	Begin Construction Docs.	(Production of Construction Documents Begins).
2-13-24	Admin. Leadership Mtg. 8:	(Review Progress & Discuss Specific Issues or Items).
3-1-24	20% Complete CD's	(Construction Documents are 20% Complete).
3-19-24	Election Day 2024:	(Next Scheduled Election in Illinois – Referendum Vote - There is 30-days to canvas votes and certify the election).
4-22-24	40/50% Complete CD's	(First Bid Package for Site/Mass Earthwork is OTB).

NOTE:

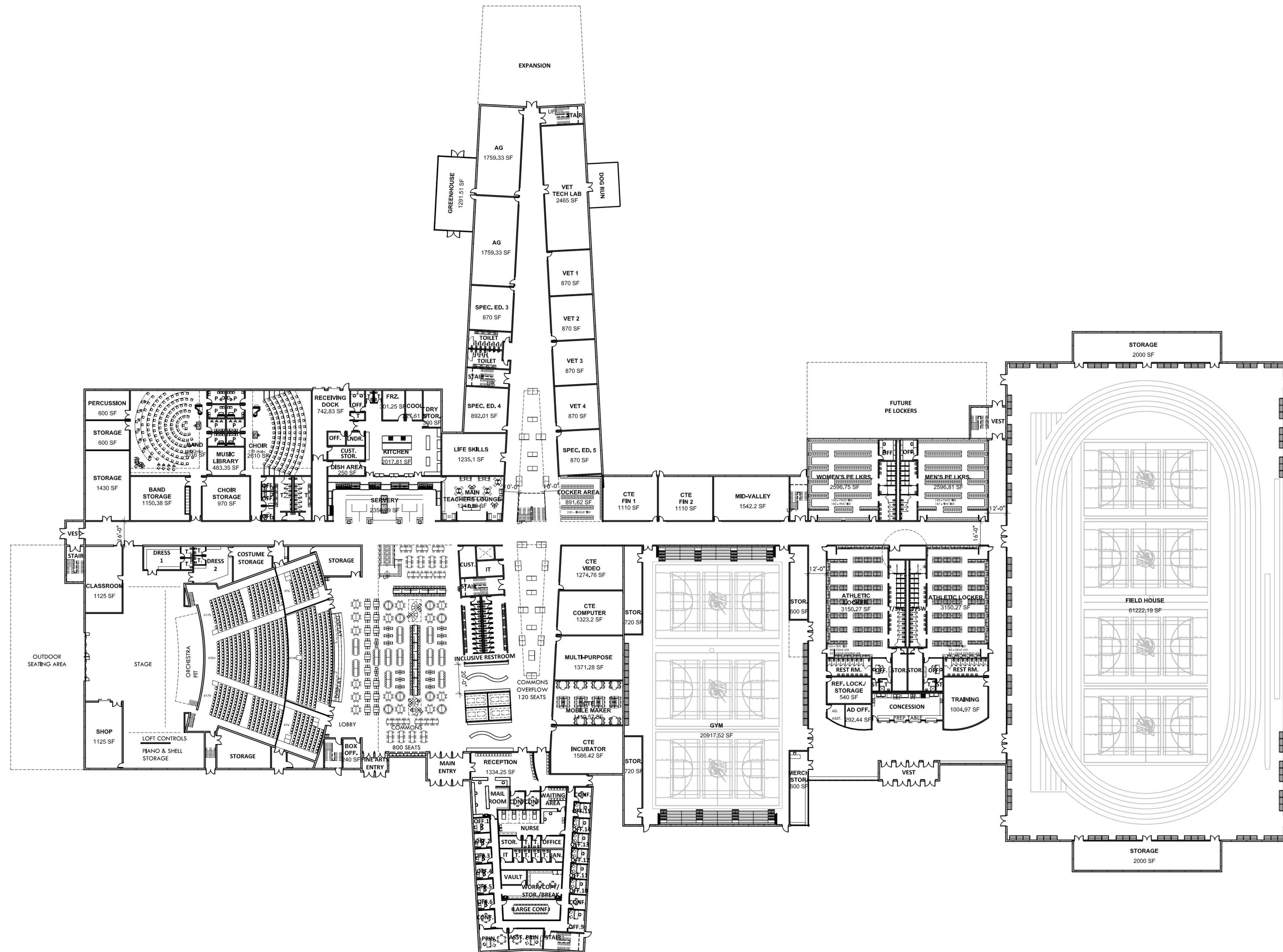
- 1 The remaining Construction Documents will be produced and released for bidding with SMC over the next four months after the initial bid package is sent out. FF&E would commence in the fall of 2024 under a separate schedule.
- 2 This is an initial higher level preliminary project schedule and will need to be refined and adjusted as there are several other meetings that will need to be scheduled, that will be specific to numerous other issues...i.e. Kane County mtgs., student meetings for input, additional design mtgs. for very specific issues or items, possibly an additional round of departmental mtgs...and other meetings w/ District Admin/Leadership as needed...etc.
- 3 Do you want to consider any facility tours of other High Schools or Community Colleges in the area? We can coordinate that was well, likely (3) in one day would be the maximum. I indicated above when that could realistically occur which is right before the start of school.... earlier would probably be better, but difficult to get people to attend over the summer and many facilities will have work going on in them.
- 4 Regarding Community Engagement. I know the district has been handling that directly but, do you want to consider any community engagement meetings in this process, or will a couple of community members being on the steering committee satisfy that? I know it is also a political balance of how much the community is involved in this process prior to the next referendum vote as well.

Again, this is a preliminary look at the schedule to take advantage of the time we have between now and the next election in the spring of 2024, so with a positive referendum vote outcome, we can best be prepared to hit the ground running and be out for bid with an initial package as soon as the vote is certified.

Respectfully Submitted,



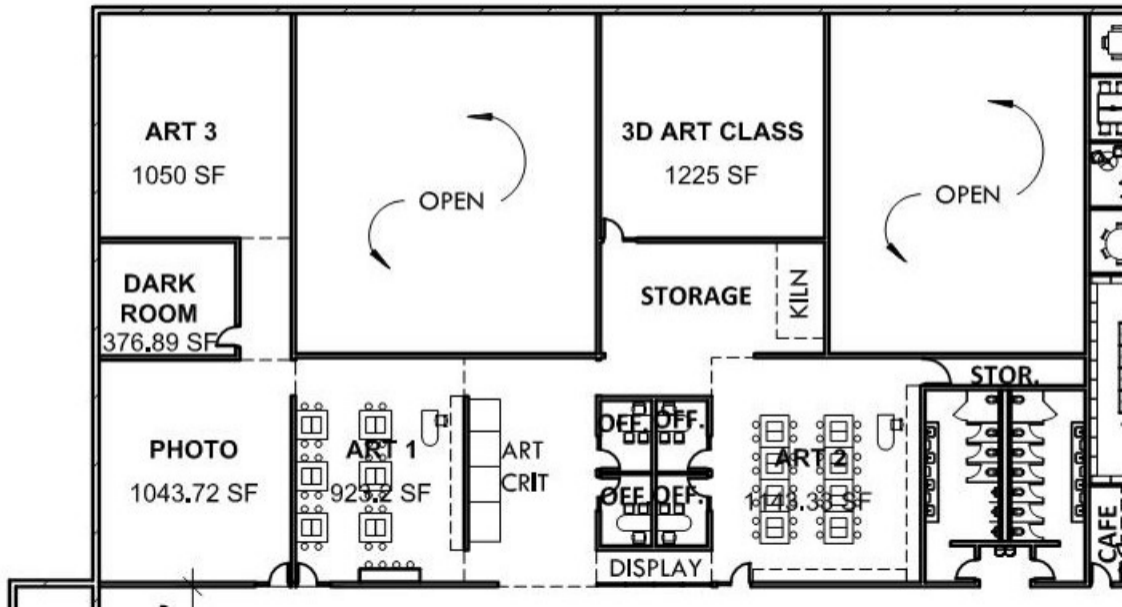
Stephen Nelson AIA, LEED AP
CEO – Larson & Darby Group

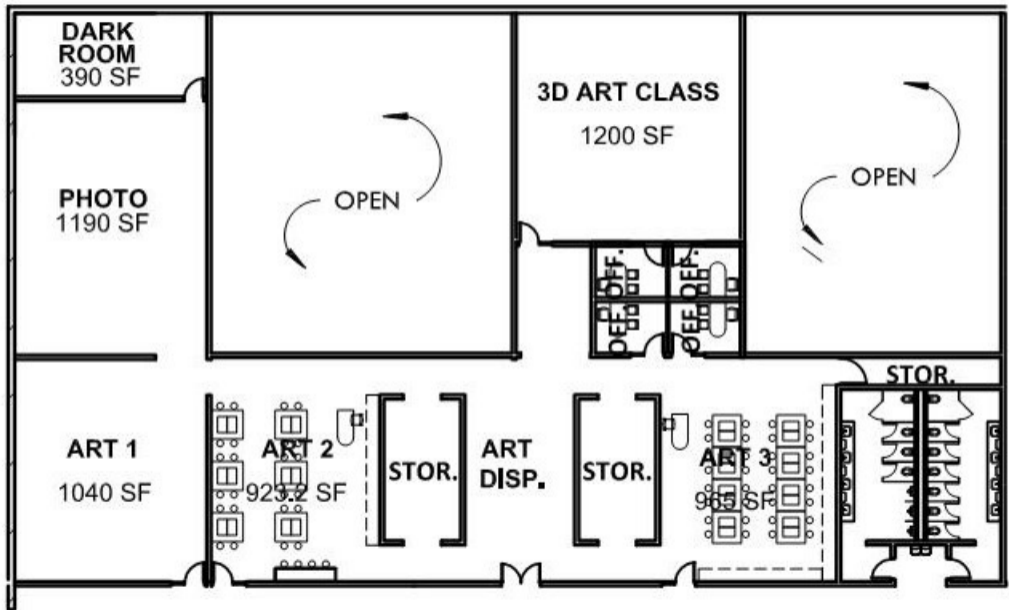


FIRST FLOOR

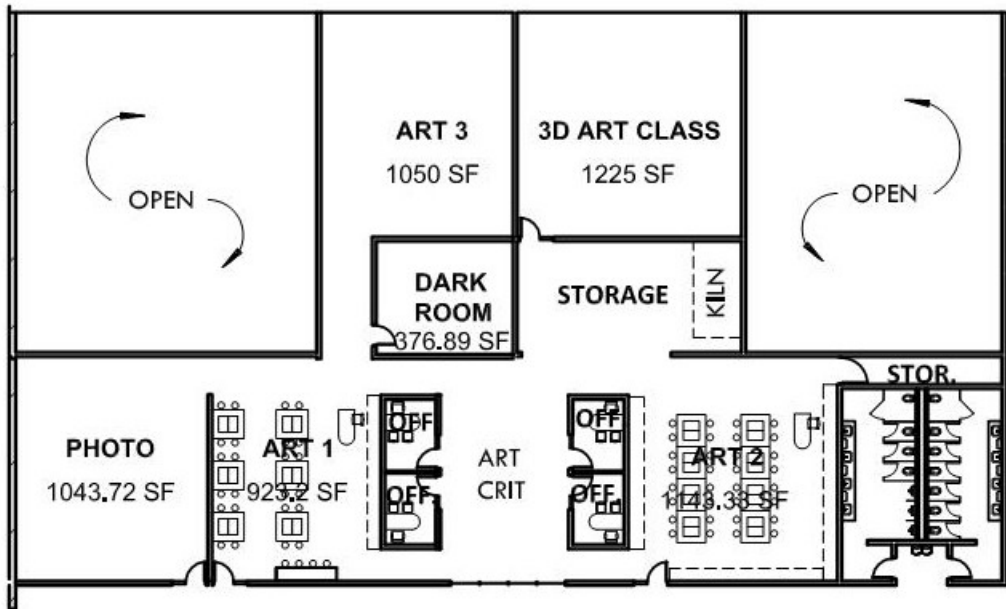


OPTION 1

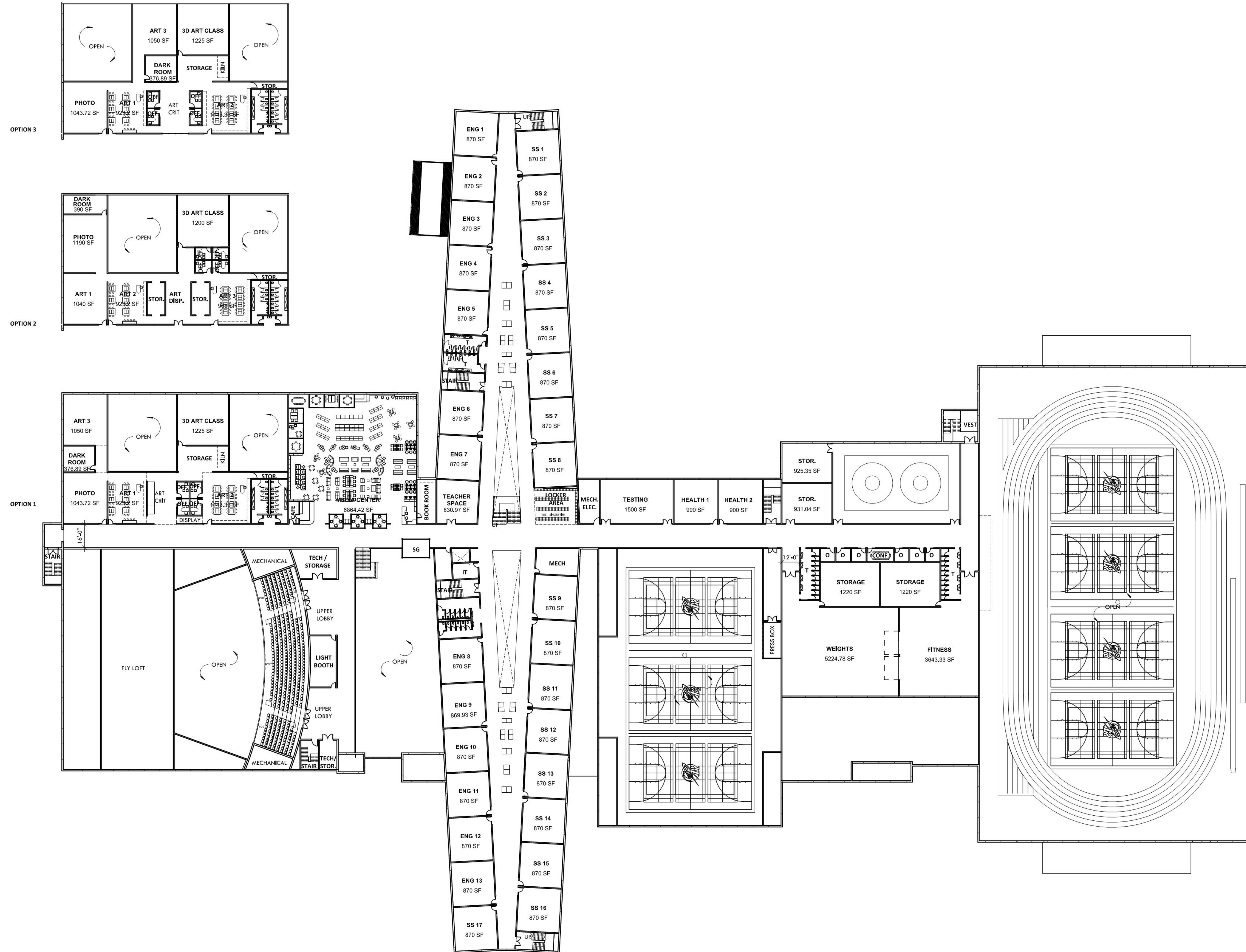


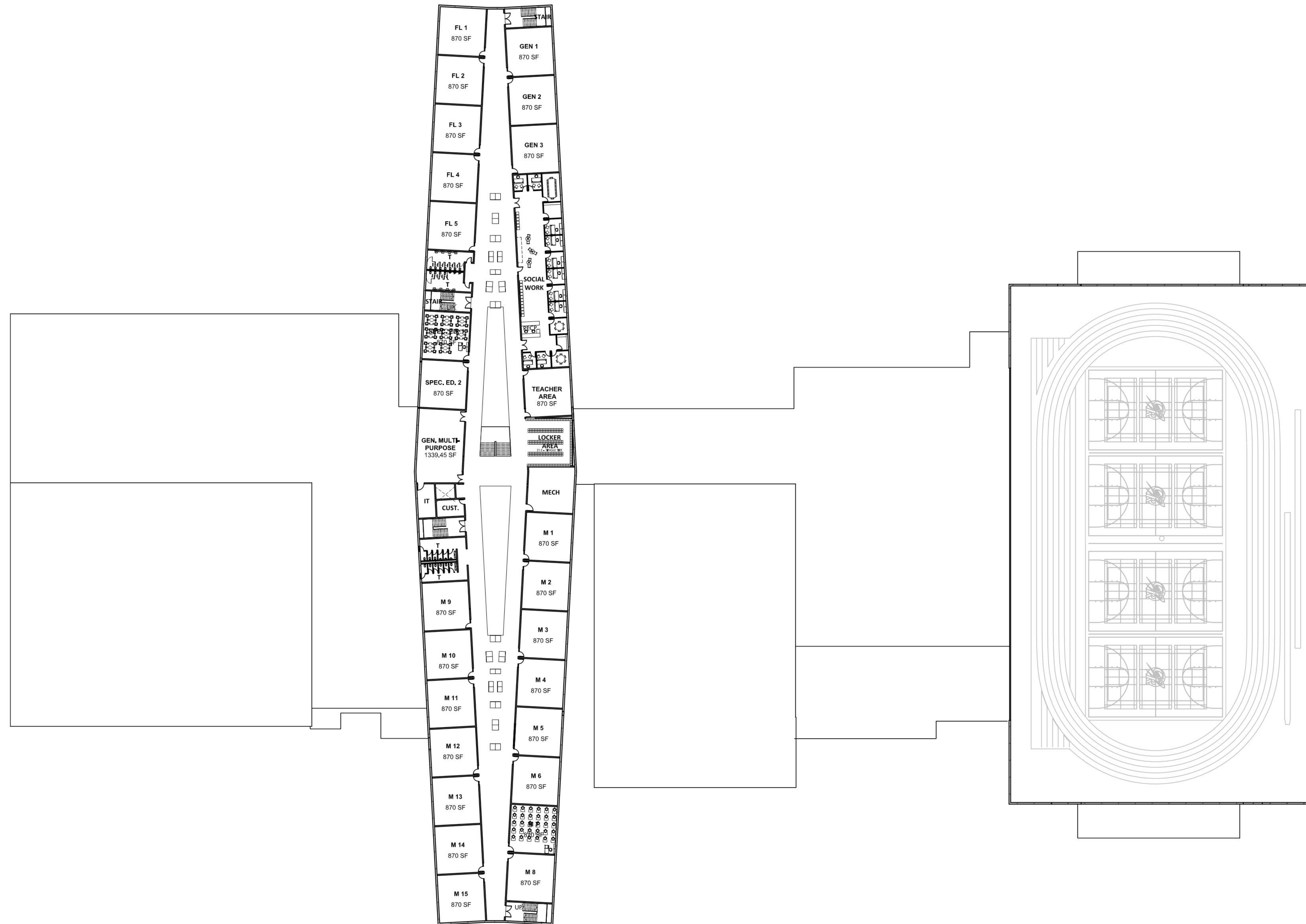


OPTION 2



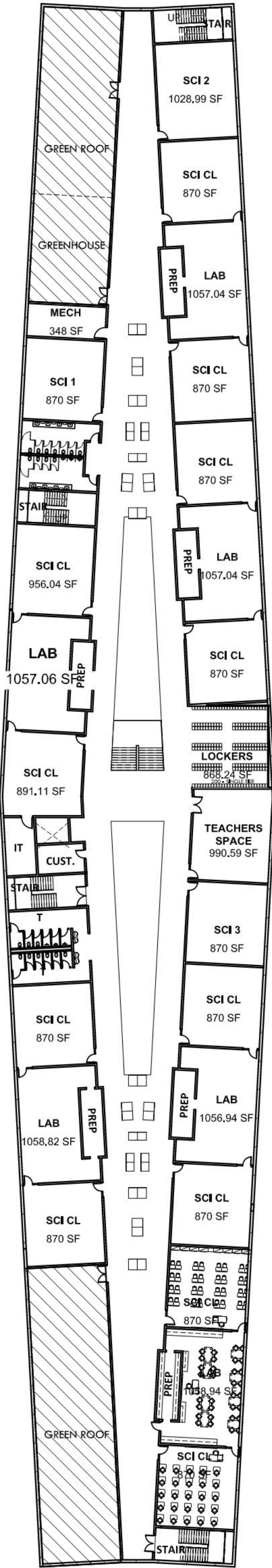
OPTION 3



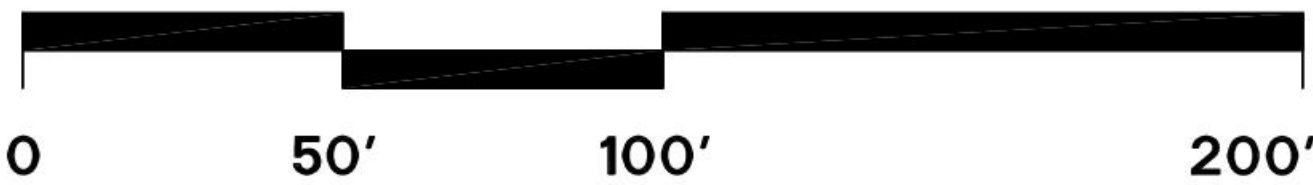


THIRD FLOOR

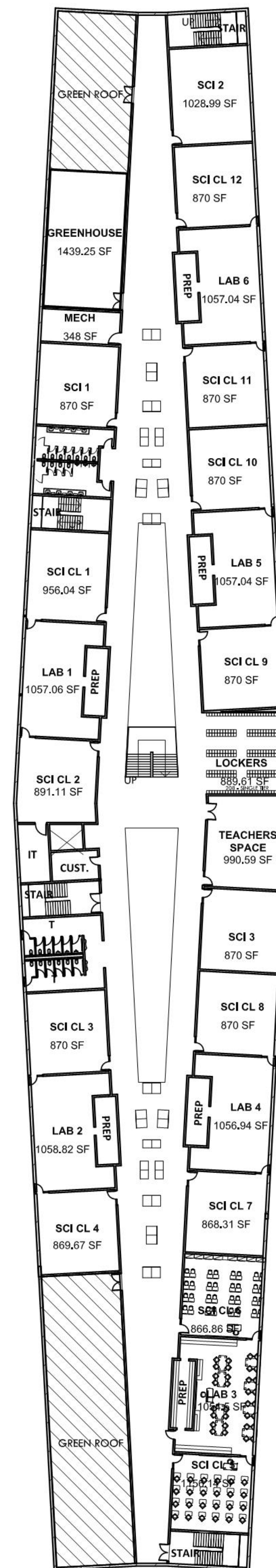




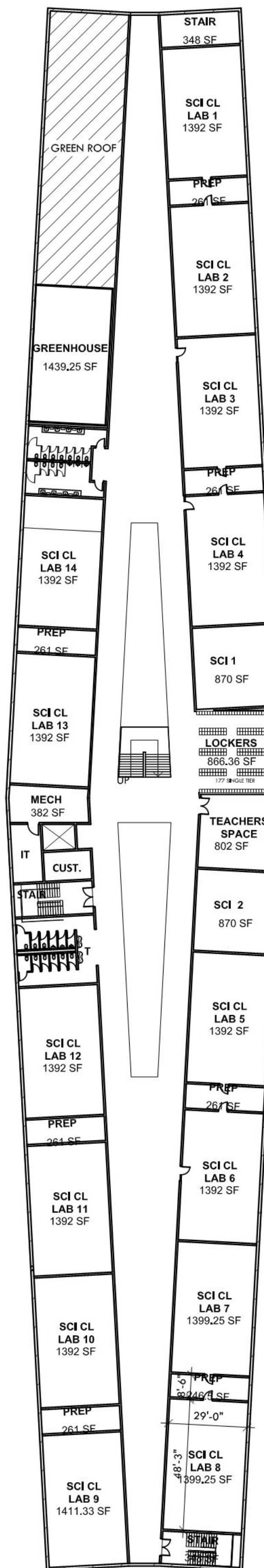
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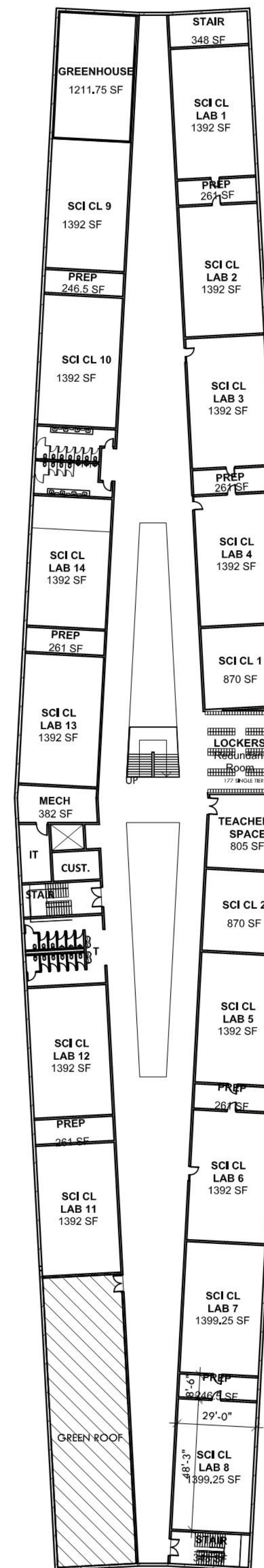
NEW CENTRAL SD301 HIGH SCHOOL



INDIVIDUAL SCI CLASSROOM	3	870 sf
SHARED SCI CLASSROOMS	12	870 sf
SHARED LABS	6	1050 sf
SHARED PREP ROOM	6	250 sf
TEACHERS SPACE	1	990 sf
		40,490.5 sf
GREENHOUSE	1	1440 sf
OPTION 1		41,930 sf



INDIVIDUAL SCI CLASSROOM	2	870 sf
COMBINED SCI CLASSROOMS / LAB	14	1400 sf
SHARED PREP ROOM	7	250 sf
TEACHERS SPACE	1	800 sf
		42,475.5 sf
GREENHOUSE	1	1440 sf
OPTION 2		43,915 sf



INDIVIDUAL SCI CLASSROOM	2	870 sf
COMBINED SCI CLASSROOMS / LAB	14	1400 sf
SHARED PREP ROOM	6	250 sf
TEACHERS SPACE	1	800 sf
		42,384 sf
GREENHOUSE	1	1440 sf
OPTION 3		43,824 sf

