



Glen Ellyn School District 41: Ignite Passion. Inspire Excellence. Imagine Possibilities.

## **MINUTES**

### **GLEN ELLYN SCHOOL DISTRICT 41 BOARD OF EDUCATION REGULAR MEETING MARCH 10, 2014 - 7:30 PM**

**CENTRAL SERVICES OFFICE  
793 NORTH MAIN STREET  
GLEN ELLYN, ILLINOIS 60137**

#### **Call to Order**

Board President Sam Black called the March 10, 2014 Board Meeting to order at 7:30 p.m.

#### **Pledge of Allegiance**

Board Vice President John Kenwood led in the recital of the Pledge of Allegiance.

#### **Roll Call**

Upon the roll being called, the following members answered present: Dean Elger, Joe Bochenski, John Kenwood, Patrick Escalante, Drew Ellis, Erica Nelson and Sam Black.

#### **Recognition**

The Board recognized Hadley Science teacher Dina Sbarra who was honored at the March 8, 2014 Chamber of Commerce Community Awards breakfast for achieving the District 41 Educator of the Year. Ms. Sbarra said how honored she was, how much she loved her work and how greatly she appreciated the opportunity to make a difference for students. She also thanked the District and Board of Education for their strong support of education. Ms. Sbarra was selected from among a field of outstanding educators within District 41 who were nominated by their peers.

#### **Public Participation**

Mr. Black reminded members of the audience that speakers should identify themselves, complete a public participation form and limit their comments to not more than three minutes. Personal complaints and criticism about staff members, students or other members of the District 41 community should be initiated privately with the appropriate district representative. Also, profanity, interruption and/or other interference with the orderly conduct of the meeting are not permitted. All questions raised will be forwarded to the appropriate D41 staff representative for a response, if a response is warranted.

Resident Jeff Cooper objected to the District allowing Representative Sandra Pihos, a candidate for the state legislature in a contested race, to reserve District 41 facilities for a public event. He said the idea was not carefully considered and could give the impression of unfairness to other candidates. Mr. Cooper inquired about the District's travel policy and when revisions would be presented to the full Board; asked for cost details about a trip

made by administrators and teachers to a Colorado school district; and, asked when next year's administrator contracts would be available. Mr. Cooper also noted that approving plans for elementary additions without a decision on full-day kindergarten does not make sense.

### **Adjourn to Closed Session**

*At 7:42 p.m. Board members John Kenwood moved and Drew Ellis seconded to adjourn to closed session to discuss:*

- *The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity.*

*On a roll call answering "Aye": Kenwood, Elger, Bochenski, Nelson, Ellis, Escalante and Black; Answering "Nay": None. Motion carried.*

### **Return to Open Session**

The Board returned to open session at 7:52 p.m.

### **Presentations, Reports and Initiatives**

There were no scheduled presentations.

### **Action Items**

- A. *Consent Agenda: Board members John Kenwood moved and Drew Ellis seconded to approve the reports and recommendations contained in the consent agenda which included:*
1. *Human Resources*
    - a. *Personnel Report (Attachment)*
      1. *Employment Recommendations*
      2. *Resignations*
      3. *Resignation and Retirement*
      4. *Internal Transfers*
    - b. *Resolution Authorizing Notice of Dismissal to Non-Tenured Teachers Other Than Final Year Probationary*
  2. *Finance, Facilities and Operations*
    - a. *2014-2015 Illinois Central Transportation Contract Renewal*
    - b. *Other Matters*
      1. *Approval of Board Meeting Minutes*
        - a. *February 24, 2014 Regular Board Meeting*
        - b. *February 26, 2014 Special Board Meeting*
        - c. *February 26, 2014 Special Board Meeting-Closed Session*

*On a roll call vote answering "Aye": Escalante, Nelson, Elger, Ellis, Bochenski, Kenwood and Black; Answering "Nay": None. Motion carried.*

- B. *Superintendent's Recommendations: The Administration recommended Board approval of the following matters:*
1. *Phase I Elementary School Additions: Mr. Black explained that Board action on the elementary addition plan is the first of four separate but related recommendations: approval of Phase I Elementary School additions; approval of the Finance Committee's recommendation to fund the additions; approval of the bids related to*

construction of the additions; and, approval of the FGM Contract Amendment 29 which pertains to the fees expected to be incurred over the course of the project.

Mr. Kenwood said that he hasn't supported this approach to eliminating the District's portable classrooms and in order to pass a referendum you need a compelling case. He believes this approach only solves part of the problem and would make it more difficult to pass a referendum. If a referendum were to fail, it leaves the schools that have the biggest space issues with portables again. Mr. Kenwood added that some Board objectives identified during the July 2013 facilities workshop are not addressed with this approach (e.g. all day kindergarten; bringing back special education kids and expanding pre-k program.) and asked the Board to consider a number of other options (see attachment).

*Mr. Kenwood moved to table the administration's recommendation on the Phase I elementary school additions and instead, move forward with Abraham Lincoln additions funded only with District reserves; in parallel, continue to bid out Churchill and develop a plan around a March 2015 referendum to address all of the District's facility needs. There was no second or vote on Mr. Kenwood's motion.*

Board member shared their perspectives; below is a summary of their comments.

Mrs. Nelson thanked Mr. Kenwood and fellow board members for their hard work and tenacity on the issue. Mrs. Nelson noted that biggest complexity of the District's facilities issues is getting it done all at one time. She acknowledged that passing a referendum is difficult no matter what the circumstances and said Phase 1 of the plan begins to address the problem without having to ask taxpayers for the money. The portables are temporary and the law says the District needs to have a plan in place to remove them.

Mr. Escalante said that the Finance Committee has been working on a recommendation since July and the matter has been well vetted. He feels this is the best recommendation for the community at large. Mr. Escalante noted Phase I is the first step in eliminating portables and Phase II will include having some difficult conversations around full day kindergarten, special education, etc.

Mr. Elger said that he feels compelled as a board member to exhaust all options before going to the community. The District has been discussing its facilities needs for a decade. This plan will eliminate 16 portables and it needs to be done now. The Board will have the all-day kindergarten discussion openly but that is a different conversation that has nothing to do with eliminating portables.

Mr. Bochenski said this has been a topic of discussion long before he became a board member. This Board began its discussions in July 2013, considered many solutions to the District's facilities' needs and determined these are the appropriate next steps.

Mr. Ellis said that the Finance Committee reviewed a number of options and has vetted this issue well. This is the best option and solution for right now.

Mr. Black echoed the comments of fellow board members. He added that Phase 1 is a huge step to a two-pronged solution and feels this is the best plan at this time. Phase 2 is more fleshed out than it appears, however, data from the satisfaction survey will assist in guiding us. Mr. Black encouraged community members to complete the survey and attend the listening tours.

*Board members Nelson moved and Bochenski seconded to approve the administration's recommendation for Phase I Elementary School Additions as presented. On a roll call vote answering "Aye": Elger, Bochenski, Ellis, Nelson, Escalante and Black; answering "Nay": Kenwood. Motion carried.*

(Attachment)

2. 2014 Elementary School Additions Funding Recommendation: Finance Committee's recommendation to fund the estimated \$15 million project with a loan of \$7 million to be repaid over 15 years, reserve funds of approximately \$7 million, and approximately \$1 million from operating funds.

Mr. Kenwood reiterated his concern about the district incurring debit at a time when interest rates are unstable. Other board members supported the Finance Committee's recommendation and noted that the committee and Mr. Ciserella have extensive financial backgrounds and have done a tremendous job of determining the best way to fund this project with no cost to taxpayers and limited risk to the District.

*Board members Ellis moved and Escalante seconded to approve the administration's recommendation as presented above. On a roll call vote answering "Aye": Bochenski, Ellis, Nelson, Escalante, Elger and Black; answering "Nay": Kenwood. Motion carried.*

(Attachment)

3. Bid Results for the Elementary School Additions: Acceptance of the bid recommendation provided by FQC in the amount of \$4,401,810 for the Lincoln and Franklin school additions and related site work and the Forest Glen site and storm water work. Further, the administration recommends that the Board approves the recommendation of FQC to complete the roofing work at Lincoln for an estimated amount of \$194,730.

Jack Hayes of FQC met with each of the low bidders and all responses were consistent with the scope of the work. Mr. Kenwood asked where the 4.4 million would come from. Mr. Ciserella explained that loan closing is scheduled for March 26 and the money will be placed in a separate fund to account for the expenditures.

*Board members Elger moved and Bochenski seconded to approve the administration's recommendation as presented. On a roll call vote answering "Aye": Nelson, Escalante, Bochenski, Kenwood, Ellis, Elger and Black; answering "Nay": None. Motion carried.*

(Attachment)

4. Amendment 29 to the Owner Architect Agreement with FGM Architects: Contract Amendment 29 of the Professional Services Agreement with FGM Architects that covers an estimated \$985,514.57 in professional services related to the preconstruction bidding and design/construction services for the proposed elementary additions under consideration by the Board.

*Board members Nelson moved and Escalante seconded to approve the recommendation as presented. On a roll call vote answering "Aye": Ellis, Bochenski, Escalante, Elger, Nelson and Black; Answering "Nay": Kenwood. Motion carried.*

5. Class Size Targets for 2014-2015 school year. These targets are aligned to the District's current structure of Level I, Level II, and Level III. This will slightly impact the class sizes at second grade as their target will shift from 20-22 to 22-25 which is closer to the third grade target. In addition, the lower end of the third grade target will now be 22 instead of 23.
- 20-22 students per class in grades K-1 (Level I)
  - 22-25 students per class in Grades 2-3 (Level II)
  - 25-27 students per class in grades 4-5 (Level III)
  - 26-28 students per class in grades 6-8
  - 23-25 students per class in grades 4 and 5 in schools that have not made AYP for two consecutive years

The administration also recommended approval of its continued practice of reviewing the targets with consideration given to, but not a guarantee of, adding staff in the following situations:

- The academic performance of a grade level at a particular school is significantly below the norm for the district. Grade level MAP Testing results and ISAT results will be used as the comparative measure.
- Class sizes across a grade level rise to at least an average of two students above the grade level target.

Board discussion focused on the effort and consideration that goes into establishing class size targets and the state requirements for school that are not making AYP. It was noted that these are guidelines and not hard and fast numbers. The District will continue to monitor the targets as the registration process unfolds.

*Board members Elger moved and Nelson seconded to approve the Administration's recommendations as presented. On a roll call vote answering "Aye": Elger, Bochenski, Kenwood, Escalante, Ellis, Nelson and Black; Answering "Nay": None. Motion carried.*

6. 2014-2015 Student Fees: No increase in student basic and activity fees for the 2014-2015 school year. Below is a summary of the recommended fees:

<b>Basic Fees</b>	
Early Childhood	\$56.00
Kindergarten	\$56.00
Elementary School	\$75.00
Junior High School	\$115.00
<b>Activity Fees</b>	
First Activity	\$30.00
Second Activity	\$15.00
Third Activity	\$7.50
Fourth Activity	\$3.75

Mrs. Nelson asked the Finance Committee to take the matter of student fees under advisement for the next budget. Mr. Black said the District can find other ways to generate revenue and is opposed and echoed Mrs. Nelson's suggestion. Dr. Gordon recommended that the Finance Committee have the student fee conversation as early as this spring in order to provide adequate planning time.

*Board members Bochenski moved and Ellis seconded to approve the recommendation as presented. On a roll call vote answering "Aye": Nelson, Bochenski, Kenwood, Elger and Ellis; Answering "Nay": Escalante and Black. Motion carried.*

7. 2014-2015 Proposed School Calendar: The Calendar Committee comprised of representative stakeholders from the Board of Education, the support staff union, the teachers' union, the administration, the Executive Assistant to the Superintendent and the Superintendent worked collaboratively to develop the attached calendar for the 2014-2015 school year. Three guiding principles assisted the committee in its work: development of as many 5-day weeks as possible, given multiple holidays throughout the school year; application of the standards for best practices in professional development; and, the recognition of the importance of ongoing evaluation of school improvement work.

Mr. Bochenski encouraged the Calendar Committee to take the construction timeline into consideration when planning the school calendar.

*Board members Ellis moved and Elger seconded to approve the Administration's recommendation as presented. On a roll call vote answering "Aye": Elger, Bochenski, Kenwood, Escalante, Ellis, Nelson and Black; Answering "Nay": None. Motion carried.*

(Attachment)

8. Churchill Donation: \$10,000 donation, by a Churchill family who wish to remain anonymous, for a first grade program called LEGO® Education StoryStarter, a hands-on learning tool that enhances students' reading, writing, speaking, and listening skills. If the program is a success, the donor would like to fund expansion to all grades with a total donation of up to \$50,000.

Mr. Kenwood asked if this fits within the District's curriculum. Dr. Gordon acknowledged that it did. Mrs. Nelson said that it is an incredibly generous donation and speaks volumes about parents and the community. Mr. Black said that he is worried about the inequity across the district and that it could set a precedent for future donations.

*Board members Ellis moved and Elger seconded to approve the Administration's recommendation as presented. On a roll call vote answering "Aye": Nelson, Bochenski, Kenwood, Escalante, Elger, Ellis and Black; Answering "Nay": None. Motion carried.*

### **Superintendent's Report**

Superintendent Dr. Paul Gordon reported on the following matters:

- A. Enrollment through the end of February is stable. (Attachment)
- B. Satisfaction Survey update: The surveys are underway. Staff and parents are currently taking survey and the student survey will open soon. School Perceptions is scheduled to present its report at the April 14, 2014 Board meeting.



- C. Judge Hollis Webster and two other homeowners who live on Fairview just east of Newton Park are seeking annexation into District 41. Although the neighboring houses are in District 41, these three houses are part of the Community Consolidated School District 89. Dr. Gordon noted that he expects the homeowners will be in attendance at the March 24, 2014 Board meeting to present their petition.

### **Board Reports**

- A. Mrs. Nelson attended the Legislative Education Network of DuPage (LEND) meeting last Friday where discussion took place on various tax issues and the new PARCC assessments. Mrs. Nelson reported that District 41 and Naperville 203 have been asked to give a present on legislation that stems from their joint resolution on state mandates that was submitted during Triple I Conference in November. Likewise, the district has been invited by Representative Pihos to present at the legislative round table being held at Hadley. Mrs. Nelson thanked the Board for its support.
- B. Mr. Black attended the Illinois Association of School Boards (IASB) Spring dinner meeting. The technology presentation included two presenters with two different points of view (one on one and bring your own technology). His take away is District 41 is light years ahead of many other districts on technology and he is proud of staff for embracing the technology roll out.
- C. Mr. Elger attended the March 8 Community Awards Breakfast hosted by the Glen Ellyn Chamber of Commerce and said that it was heartening to see the number of volunteers and level of involvement by members of the community. Mr. Elger also reported the March 7, 2014 Policy meeting has been rescheduled to March 14 at 10 a.m.
- D. Mr. Escalante attended PTA Executive Council meeting where Board and community engagement was discussed. He also attended the Destination Imagination competition at Hadley which was awesome and the STEAM event hosted by the Glen Ellyn Library.
- E. Mr. Ellis reported on the Finance Committee meeting held earlier in the evening which included discussion about upcoming proposals for the copier refresh and iPad refresh, an extension of the transportation contract with Illinois Central and an anonymous donation to Churchill School.

### **Discussion Items**

- A. Frederick Quinn Corporation (FQC) Contract Agreement: In the fall of 2013, the district hired Frederick Quinn Corporation (FQC) as the construction manager of the proposed elementary school addition projects. Total estimated FQC fees for the duration of the elementary school additions project are \$1,285,110 as specified in the attached document for architectural, engineering and construction management services to be rendered in anticipation of the Phase I elementary school additions. The Board anticipates taking action on the matter at its March 24, 2014 meeting.

Board members said they were pleased with the process and are pleased with the level of work and expertise with FQC.

(Attachment)

### **Upcoming Meetings**

- A. March 24, 2014 Board of Education Regular Meeting, 7:30 p.m., Central Services Office
- B. April 14, 2014 Board of Education Regular Meeting, 7:30 p.m., Central Services Office

### **Other**

There were no other matters considered by the Board.

**Public Participation**

- A. Jeff Cooper asked President Black to whom he should direct his questions and/or comments.
- B. PTA Council President Kristen Massey thanked the Board for providing her with an opportunity to report on PTA activities and provided updates on science and hobby nights, the upcoming Hadley production of "The Little Mermaid, Jr." and Forest Glen's 80's party. Ms. Massey also reported that 11 students from District 41 were showcased during the Reflections regional reception and are headed to the state level.

**Adjourn to Closed Session**

*At 9:45 p.m. Board members Bochenski moved and Escalante seconded to adjourn to closed session to discuss:*

- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity.*
- Collective negotiating matters between the District and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.*

*On a roll call vote answering "Aye": Elger, Bochenski, Kenwood, Escalante, Ellis, Nelson and Black; Answering "Nay": None. Motion carried.*

**Return to Open Session**

The Board returned to open session at 11:30 p.m.

**Adjournment**

*There being no further business, Board members Kenwood moved and Ellis seconded to adjourn the meeting at 11:30 p.m. Motion carried on a unanimous voice vote.*

Respectfully submitted,

Maureen Stecker, Board Recording Secretary

  
\_\_\_\_\_  
Sam Black, Board President

  
\_\_\_\_\_  
Dean Elger, Board Secretary

Minutes approved: March 24, 2014



# Glen Ellyn School District #41 Board Report

**Date:** March 10, 2014

**Title:** Personnel Report –Final

**Contact:** Laurie Campbell, Director of Human Resources

**Long-Range Plan Focus:** The recommendations contained in this Personnel Report support Goal #2, Development of Human Capital, of the Superintendent's Long-Range Plan.

**Employment Recommendation:**

Name	School	Position	Placement/Salary	Effective Date
Palmer, Leslie	Churchill	Long Term Sub	Long Term Sub Pay	April 16 <sup>th</sup> -End of School Year

**Internal Transfer:**

Name	School/Position to	School/Position	Effective Date
Bailey, Denise	Forest Glen / Food Server 2 hr per day	Franklin /Food Server 3hr per day	March 03, 2014

**Resignation:**

Name	School	Position	Effective Date
Duffy, Myra	Franklin	School Psychologist	End of 2013-2014 School Year
Gray, Chelsea	Hadley	Special Ed Teacher	End of 2013-2014 School Year
Lipira, Samantha	Franklin	Special Ed Teacher	End of 2013-2014 School Year

**Resignation and Retirement:**

Name	School	Position	Effective Date
Dunham, Sharon	Hadley	Guidance Counselor	End of 2017-2018 School Year
Hayward, Linda	Churchill	ESL Teacher	End of 2013-2014 School Year
Wiemeler, Steve	Hadley	Science Teacher	End of 2017-2018 School Year

**Recommendation:** It is recommended that the Board accept the actions included in this Personnel Report as presented.

**RESOLUTION AUTHORIZING NOTICE OF DISMISSAL TO NON-TENURED TEACHERS  
OTHER THAN FINAL-YEAR PROBATIONARY TEACHERS**

**BE IT RESOLVED** by the Board of Education of Glen Ellyn School District No. 41, DuPage County, Illinois, as follows:

SECTION 1: That this Board of Education hereby determines that those teachers listed on **EXHIBIT 1**, attached hereto and made a part hereof, are hereby dismissed as teachers in this School District effective at the end of the present school term.

SECTION 2: That the President and Secretary of this Board of Education are hereby authorized and directed to give to the persons listed on **EXHIBIT 1**, by certified mail, return receipt requested, a written notice of this Board's decision to dismiss them at the end of the present school term, which notice shall be substantially in the form of **EXHIBIT 2**, attached hereto and made a part hereof.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this 10th day of March 2014, by the following roll call vote:

AYES: ESCALANTE, NELSON, ELGER, ELLIS, BOCHENSKI, KENWOOD, BLANK

NAYS: NONE

ABSENT: NONE

  
\_\_\_\_\_  
President, Board of Education

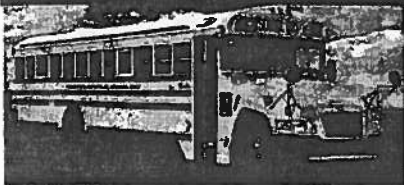
ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Education

**EXHIBIT 1**

**TO AUTHORIZE NOTICE OF DISMISSAL TO NON-TENURED TEACHERS  
OTHER THAN FINAL YEAR PROBATIONARY TEACHERS  
EFFECTIVE AT THE CLOSE OF THE 2013-2014 SCHOOL TERM**

Marianne Kelley  
Charles Torbett



# Illinois Central School Bus

*"Safety First/Quality Always"*

February 10, 2014

Mr. Robert Ciserella  
Assistant Superintendent of Finance, Facilities & Operations  
Glen Ellyn School District 41  
793 North Main Street  
Glen Ellyn, Illinois 60137

Dear Mr. Ciserella,

Illinois Central School Bus has been grateful for the opportunity to provide safe and efficient transportation for your students for the past several years. We are proud of the relationships we have built with you, your staff and the building administrations, and wish to continue the relationship.

We propose a one year extension to the current agreement. The rates will increase by CPI, which is 1.7% for the 2014-15 school year.

All other terms and provisions existing in the contract would remain in place. If you are in agreement with our proposal please sign below and return a copy to my attention. If you would like to discuss our proposal, you can contact me at 815-409-4007 or [d.obrien@illinois-central.com](mailto:d.obrien@illinois-central.com).

**Illinois Central School Bus, LLC**

**Glen Ellyn School District 41**

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

Name: Dan O'Brien

Title: Director of Business Development

Date: Feb 10, 2014

Attest: \_\_\_\_\_

By: 

Name: Robert J. Ciserella

Title: Assistant Superintendent

Date: March 10, 2014

Attest: \_\_\_\_\_





Glenbard Districts Cost Tabulation Sheets

DISTRICT 41 - Glen Ellyn						
FOURTH YEAR OF CONTRACT	RATE/BUS	TIMES	RTE/DAY	COST/DAY	DAYS	TOTAL ANNUAL
REGULAR AM/PM ROUTES*						
Cost per bus: AM Route	\$ 41.70	X	32	\$ 1,334.40	X	\$ 233,520.00
Cost per bus: PM Route	\$ 41.70	X	31	\$ 1,292.70	X	\$ 226,222.50
Cost per bus: AM Route (St. James - D89)						
Cost per bus: PM Route (St. James - D89)						
LATE ARRIVAL/ EARLY DISMISSAL						
Cost per bus: Late Arrival						
Cost per bus: Early Dismissal						
SCHOOL DAY ROUTES						
Midday - One Way Route	\$ 58.51	X	4	\$ 234.04	X	\$ 40,957.00
At Risk - AM Route	\$ 66.68	X	2	\$ 133.36	X	\$ 23,338.00
At Risk - PM Route	\$ 66.68	X	2	\$ 133.36	X	\$ 23,338.00
ELL Shuttle - AM Route	\$ 41.70	X	1	\$ 41.70	X	\$ 7,297.50
ELL Shuttle - PM Route	\$ 41.70	X	1	\$ 41.70	X	\$ 7,297.50
ELL Shuttle - Midday Route	\$ 58.51	X	1	\$ 58.51	X	\$ 10,239.25
TCD Vocational - AM (Roundtrip)						
TCD Vocational - PM (Roundtrip)						
In-District Shuttle						
EARLY/ LATE DAILY ROUTES						
Early Activity Bus Run - 7:15 AM						
Late Activity Bus Run - 3:40 PM	\$ 41.70	X	3	\$ 125.10	X	\$ 17,013.60
Late Activity/ Athletics Bus Run - 4 PM Route						
Late Activity/ Athletics Bus Run - 6 PM Route						
EXTRA CURRICULAR TRIPS; (FIELD TRIPS; ATHLETIC TRIPS; ETC) TRIP LENGTH**						
1 Hour	\$ 154.95	X				\$ -
2 Hours	\$ 154.95	X				\$ -
3 Hours	\$ 154.95	X	151			\$ 23,397.45
4 Hours	\$ 193.84	X				\$ -
5 Hours	\$ 232.72	X	11			\$ 2,559.92
Rate per Additional 1/4 Hour Charge	\$ 9.72	X				\$ -
Overnight Vehicle Charge	\$ 147.60	X				\$ -
Overnight Mileage Charge	\$ 2.36	X				\$ -
Overnight Driver Charge	\$ 67.07	X				\$ -
Cancellation Charge: Field/Athletic/Extra Curricular Trip (4 hour advance notice req'd)	\$ 75.16	X				\$ -
Conflict Charge	\$ 60.38	X				\$ -
SUMMER SCHOOL ROUTES						
Summer School - AM	\$ 41.70	X	3	\$ 125.10	X	\$ 2,376.90
Summer School - PM	\$ 41.70	X	3	\$ 125.10	X	\$ 2,376.90
Total Cost: 4th Year						\$ 619,934.52
TOTAL COST: YEAR 1 THRU 4						\$ 2,430,441.42

# Remove all (32) portables from D41

2015 – 2016 Referendum – “Will address the remaining space needs  
the district has.”

## Phase 1 – March 10<sup>th</sup> Vote

### Key Architectural Assumptions

- Replace Existing Portables
- Assume new school
- Not include 21<sup>st</sup> Century integrated spaces
- Provide flexible Classrooms
- Consider all day kindergarten, with new school
- Right sizing for 450 kids

### Summer 2014 Summer 2015

### Remaining Port: Remaining Port:

- Franklin: 0
- Lincoln: 2
- Forrest Glen 4
- Churchill: 8
- Hadley : 10
- Franklin: 0
- Lincoln: 2
- Forrest Glen 0
- Churchill: 4
- Hadley : 10

### Key Stakeholder Metrics

- Six K-5 portables remain
- 16 K-8 portables remain
- No All Day Kindergarten

## Phase 2 – TBD

### K-5/6-8 New School

- 24 Classrooms (4 Section)
- - 6 (K-5 Portables)
- - 8 (Kindergarten Option)\*
- 10 (Right Size)

### K-5 Acquisition

- 18 Classrooms (3 Section)
- - 6 (K-5 Portables)
- - 8 (Kindergarten Option)\*
- 4 (Right Size)

### Replace K-5 Portables

- 6 (K-5 Portables)
- +8 (Kindergarten Option)\*
- 14 (Required Classrooms)

### Replace K-8 Portables

- 6 (K-5 Portables)
- 18 (Kinder\* & Hadley)
- 24 (Required Classrooms)

## Outcome

- Eliminates six K - 5 Portables
- Right Size K – 5 (450 & 600)
- Full Day Kindergarten Option\*
- Additional Admin Costs
- Hadley Additions required

- Eliminates six K - 5 Portables
- Right Size K – 5 (less)
- Full Day Kindergarten Option\*
- Additional Admin Costs
- Hadley Additions required
- Potential Magnet School

- No additional Admin Cost
- No Right Sizing of K – 5 (650)
- Full Day Kindergarten Option\*
- Add back 2 classrooms Ben Fr
- Add back 2 classrooms Forest
- Double Construction Each Site

- No additional Admin Costs
- Full Day Kindergarten Option\*
- Classroom Add Backs
- Double Construction Each Site

\* There is currently no consensus from the Board, or a recommendation from the administration on providing full day kindergarten.





March 4, 2014

Mr. Robert Ciserella  
Assistant Superintendent of Finance, Facilities & Operations  
Glen Ellyn School District #41  
793 N. Main Street  
Glen Ellyn, IL 60137

Dear Mr. Ciseralla,

MB Financial Bank, N.A. (the "Bank") is pleased to provide this financing commitment to Glen Ellyn School District 41 (the "School District") with respect to the following credit facility. Please understand that this proposal is subject to the negotiation and execution of documentation customary for a transaction of this nature, in a manner and form satisfactory to the Bank and its legal counsel, and is subject to the completion of the Bank's due diligence investigation.

Please give us a call if there are any questions. We look forward to working with you.

With best regards,

Kathy Grele  
Vice President  
(312) 279-6437

Ken Holub  
Vice President  
(312) 633-0216

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**General Obligation Limited Tax Debt Certificate, Series 2014**

Amount:	Up to \$7,000,000 in direct placement, bank-qualified debt certificates.
Purpose:	Proceeds will be used to support the construction of improvements to the School District.
Maturity:	3/24/2029 (~15 years)
Interest Rate:	15-year 'all-in' fixed rate equivalent to 60 basis points over the respective average Illinois general obligation bond curve.  Fixed rate will be set on March 20, 2014, two business days prior to closing.
Callable Option:	Callable at any time, subject to prepayment premium.
Principal Payments:	Quarterly.
Interest Payments:	Quarterly.
Interest Calculation:	30/360.
Fees:	No fees.
Prepayment Premium:	Yield maintenance (prepayment language to be provided prior to closing).
Security and Covenants:	Limited Tax General Obligation of the School District payable from any funds of the District legally available for such purpose. There is no statutory authority for the levy of a separate tax in addition to other District taxes or the levy of a special tax unlimited as to rate or amount to pay the principal and interest due on the certificates.
Tax Status:	Bank-qualified tax-exempt opinion to be received. Bank reserves the right to convert rates to taxable equivalent in the event tax-exempt status changes.

**Credit Approval:** The Bank shall have received final credit approval for the proposed credit facility. This financing proposal does not represent a commitment by the Bank to lend or make any other financial accommodations. Rather, the terms described in this financing proposal represent the indicative terms under which the Bank may consider providing credit as of the date hereof. Bank credit decision issued within two weeks of receipt of signed proposal.

**Loan Documentation:** Bond documents in form and substance satisfactory to Bank and its counsel must be executed and delivered. District will also provide board resolutions, incumbency certificates and other documentation required by Bank. Bank will also require a Validity and Tax Opinion.

We are pleased to provide you with this commitment and excited by the prospect of building our relationship with you. If the terms of this proposal are acceptable to you, please sign the enclosed copy of this letter where indicated and return it by March 20, 2014 at which time this proposal shall otherwise expire.

If you have any questions, please contact us.

Sincerely,

**MB Financial Bank, N.A.**

By: \_\_\_\_\_  
Kathy Grele  
Vice President

By: \_\_\_\_\_  
Ken Holub  
Vice President

ACCEPTED:

**Glen Ellyn School District #41**

By: \_\_\_\_\_  
Mr. Robert Ciserella  
Assistant Superintendent of Finance, Facilities & Operations

Covenants of the Bank

1. The School District represents and covenants to the Bank that:
  - (a) The Proceedings and the Debt Certificates do not and will not conflict with or create a breach or default under any existing law, regulation, order or agreement to which the School District is subject or by which it is bound;
  - (b) Each representation, warranty or agreement stated in any certificate signed by any officer of the School District and delivered to the Bank in connection with the transactions contemplated by the Proceedings, at or before the closing of this issue, shall constitute a representation, warranty or agreement by the School District upon which the Bank shall be entitled to rely;
2. The School District will deliver or make available to the Bank:
  - (a) At closing, the Debt Certificate, in definitive form, duly executed;
  - (b) Post-closing, certified copies of the Proceedings and other customary closing documents for this type of transaction.
3. *Fees and Costs of Issuance.* The fees and disbursements of counsel to the Bank, counsel to the School District, Bond Counsel, the cost of preparing and printing the Debt Certificate, and miscellaneous expenses incurred in connection with the offering and delivery of the Debt Certificates shall be the obligation of the School District.
4. *Application of Payments.* Prior to the occurrence of a breach of contract, all payments and prepayments on account of the indebtedness evidenced by the Debt Certificate shall be applied as follows: (a) first, to fees, expenses, costs and other similar amounts then due and payable to the Bank, including, without limitation any late charges due hereunder, (b) second, to accrued and unpaid interest on the principal balance of the Debt Certificates, (c) third, to the payment of principal due in the quarter in which the payment or prepayment is made, (d), fourth, to any other amounts then due to the Bank under the Proceedings, and (e) last, to the unpaid principal balance of the Debt Certificates in the inverse order of maturity. Any prepayment on the account of the indebtedness evidenced by the Debt Certificates shall not extend or postpone the due date or reduce the amount of any subsequent monthly payment of principal and interest due. After a breach of contract has occurred and is continuing, payments may be applied by the Bank at amounts owed under the Proceedings in such order as the Bank shall determine, in its sole discretion.
5. *Patriot Act.* The Bank hereby notifies the School District that, pursuant to the requirements of the U.S.A. PATRIOT ACT (Title III of Pub. L. 107 56 (signed into law October 26, 2001)) (the "Patriot Act"), the Bank is required to obtain, verify and record information that identifies the School District. The School District agrees to provide to the Bank promptly upon the Bank's request, such information as the Bank shall require for purposes of complying with the requirements of the Patriot Act, the federal regulations issued pursuant to the Patriot Act and any customer identification program established by the Bank in accordance therewith.

February 18, 2014

Mr. Bob Ciserella  
Assistant Superintendent  
Glen Ellyn School District #41  
793 North Main Street  
Glen Ellyn, IL 60137

RE: Franklin, Lincoln & Forest Glen Elementary Schools  
BP #1 / Award Recommendations  
FQC #473, 475 & 482

Dear Mr. Ciserella:

On Friday, February 7, 2014, FQC received and opened a total of twenty two (22) bid packages for the above referenced schools. Bids for the Forest Glen Elementary School only includes site work in preparation for next year's building addition. FQC has met with and conducted scope review meetings with the following trades and provides a recommendation for each of these trade packages as follows. Attached to this correspondence are copies of bid tallies from the bid opening.

1. **Bid Package #1-02 Selective Demolition** – two (2) bids were received. The low as read bidder is Green Demolition Contractors, Inc., Chicago, IL. There are no irregularities with the base bid presented and includes the complete scope of work required by the contract documents. We recommend that BP #1-02 be awarded to Green Demolition for the base bid amount of Eighty Seven Thousand Dollars (\$87,000.00).
2. **Bid Package #1-03 Cast-In-Place Concrete** - five (5) bids were received. The as read low bidder is Parkway Forming, Inc., South Elgin, IL. There are no irregularities with the bid presented and includes the complete scope of work required by the contract documents. We recommend that BP #1-03 be awarded to Parkway Forming for the base bid amount of Three Hundred Ninety Two Thousand Dollars (\$392,000.00).
3. **Bid Package #1-04 Masonry** - nine (9) bids were received. The as read low bidder is MPZ Masonry, Inc., Chicago, IL. There are no irregularities with the bid presented and includes the complete scope of work required by the contract documents. We recommend that BP #1-04 be awarded to MPZ Masonry for the base bid amount of Six Hundred Nine Thousand Eight Hundred Dollars (\$609,800.00).
4. **Bid Package #1-05 Structural & Misc. Steel** - four (4) bids were received. The as read low bidder is Steel Management, Inc., Geneva, IL. There are no irregularities with the bid presented and includes the complete scope of work required by the contract documents. We recommend that BP #1-05 be awarded to Steel Management for the base bid amount of Two Hundred Forty Six Thousand Dollars (\$246,000.00).
5. **Bid Package #1-06 Carpentry & Drywall** – eight (8) bids were received. The as read low bidder is M & E Construction Co., Elk Grove Village, IL, for the base bid of \$166,030.00. There are no irregularities with the bid presented and includes the complete scope of work required by the contract documents. In addition to the base bid we are recommending the acceptance of alternate #1-06-1 for the carpentry / wood blocking required for the reroofing of the western portion of the existing roof at Lincoln Elementary School as noted on the documents in the amount of \$19,100.00, which is being funded from the School Capital Projects Budget. We recommend that BP #1-06 be awarded to M & E Construction for the base bid along with the acceptance of alternate #1-06-1 for the total amount of One Hundred Eighty Five Thousand One Hundred Thirty Dollars (\$185,130.00).

6. **Bid Package #1-07a Roofing & Sheet Metal** - six (6) bids were received. The as read low bidder is Elens & Maichin Roofing & Sheet Metal, Inc., Joliet, IL, for the base bid of \$300,290.00. There are no irregularities with the bid presented and includes the complete scope of work required by the contract documents. In addition to the base bid we are recommending the acceptance of alternate #1-07a-1 for the removal and replacement required for the reroofing of the western portion of the existing roof at Lincoln Elementary School as noted on the documents in the amount of \$166,830.00, which is being funded from the School Capital Projects Budget. We recommend that BP #1-07a be awarded to Elens & Maichin Roofing for the base bid and the accepted alternate for a total amount of Four Hundred Sixty Seven Thousand One Hundred Twenty Dollars (\$467,120.00).
7. **Bid Package #1-07b Waterproofing & Sealants** - one (1) bid was received. The as read low bidder is Bofo Waterproofing Systems, Midlothian, IL, in the amount of \$85,000.00. They provided a complete bid per the required scope of work with no irregularities, along with a price for site caulking at Forest Glen, which was not required at this time. We recommend the omitting of the work at Forest Glen at this time for the deduct amount of (\$1,500.00), and recommend that BP#1-07b be awarded to Bofo Waterproofing for the base bid for Franklin and Lincoln Schools only in the amount of Eighty Three Thousand Five Hundred Dollars (\$83,500.00).
8. **Bid Package #1-08a Hollow Metal, Wood Doors & Hardware** - two (2) bids were received. The as read low bidder is LaForce, Inc., Green Bay, WI. There are no irregularities with the bid presented and includes the complete scope of work required by the contract documents. We recommend BP#1-08a be awarded to LaForce for the base bid amount of Forty Seven Thousand Six Hundred Six Dollars (\$47,606.00).
9. **Bid Package #1-08b Aluminum, Glass & Glazing** - four (4) bids were received. The as read low bidder is Lake Shore Glass & Mirror Company, Chicago, IL. They did not include the required unit prices with their bid, but did subsequently provide at the scope review, with no other irregularities. We recommend that this minor irregularity be waived by the School District Board of Education, and this bid be deemed responsive. We recommend BP#1-08b be awarded to Lake Shore Glass & Mirror for the base bid amount of Two Hundred Thirty Two Thousand Six Hundred Dollars (\$232,600.00).
10. **Bid Package #1-09a Acoustical Ceilings** - four (4) bids were received. The as read low bidder is Champion Drywall, Inc., Channahon, IL. There are no irregularities with the bid presented and includes the complete scope of work required by the contract documents. We recommend BP#1-09a be awarded to Champion Drywall for the base bid amount of Ninety Five Thousand Five Hundred Seventy Dollars (\$95,570.00).
11. **Bid Package #1-09b Resilient Tile & Carpet** - three (3) bids were received. The as read low bidder is Libertyville Tile & Carpet Ltd, of Libertyville, IL. There are no irregularities with the bid presented and includes the complete scope of work required by the contract documents. We recommend that BP#1-09b be awarded to Libertyville Tile & Carpet for the base bid amount of Thirty Eight Thousand Dollars (\$38,000.00).
12. **Bid Package #1-09c Painting & Coatings** - four (4) bids were received. The as read low bidder is May Decorating II, Inc., Palatine, IL. There are no irregularities with the bid presented and includes the complete scope of work required by the contract documents. We recommend that the BP#1-09c be awarded to May Decorating for the base bid amount of Forty Two Thousand Four Hundred Seventy Five Dollars (\$42,475.00).



13. **Bid Package #1-10 Operable Partitions** - one (1) bid was received. The as read low bidder is Modernfold Chicago, Inc., Carol Stream, IL. They provided a complete bid per the required scope of work with no irregularities. During our scope review we noted that they included pocket doors that were required by the specifications, but not shown on the drawings. After verifying with the architect the pocket doors are not required and result in a voluntary credit of (\$4,325.00). We recommend that BP#1-10 be awarded to Modernfold along with the acceptance to omit the pocket doors for the awarded amount of Fifty Five Thousand Three Hundred Twenty Five Hundred Dollars (\$55,325.00).
14. **Bid Package #1-12 Casework** - two (2) bids were received. The as read low bidder was Carroll Seating Company, Inc., Elk Grove Village, IL. Due to the discrepancies between the bids, we feel that further review is warranted with the Owner and Architect before a recommendation is made to the board.
15. **Bid Package #1-21 Fire Protection Sprinklers** - five (5) bids were received. The as read low bidder is Nelson Fire Protection, Rockford, IL. They provided a complete bid per the required scope of work with no irregularities. We recommend that BP #1-21 be awarded to Nelson Fire Protection for the base bid amount of Forty Four Thousand Six Hundred Ninety Seven Dollars (\$44,697.00).
16. **Bid Package #1-22 Plumbing** - nine (9) bids were received. The as read low bidder is Adler Plumbing & Heating, Inc., Wheaton, IL, for a base bid amount of \$180,000.00. They did not include the required unit prices with their bid, nor did they provide the alternate #1-22-1 for work required for the re-roofing at Lincoln Elementary School. During the scope review they noted that the alternate was included with their base bid and there would be no extra charge should this alternate be accepted. They also subsequently provided the required unit prices with no other irregularities. We recommend that these minor irregularities be waived by the School District Board of Education, and this bid be deemed responsive. We recommend that BP #1-22 be awarded to Adler Plumbing & Heating for the base amount including the acceptance of alternate #1-22-1 at no additional cost for a total award of One Hundred Eighty Thousand Dollars (\$180,000.00).
17. **Bid Package #1-23 HVAC** - nine (9) bids were received. One of the bids was not read due to insufficient bid bond. The as read low bidder is Flo-Tech Mechanical Systems, Inc., Addison, IL, for a base bid amount of \$432,000.00. They did not include the required unit prices with their bid, but did subsequently provide at the scope review, with no other irregularities. We recommend that this minor irregularity be waived by the School District Board of Education, and this bid be deemed responsive. In addition to the base bid we are recommending the acceptance of alternate 1-23-1 for the HVAC work associated with the re-roofing of the western portion of the existing roof at Lincoln Elementary School as noted on the documents in the amount of \$6,000.00, which is being funded from the School Capital Projects Budget. We recommend that BP #1-23 be awarded to Flo-Tech Mechanical for the base bid and the acceptance of alternate #1-23-1 for the total amount of Four Hundred Thirty Eight Thousand Dollars (\$438,000.00).

18. **Bid Package #1-26 Electrical** - three (3) bids were received. The as read low bidder is Associated Electrical Contractors, Inc., Woodstock, IL, for a base bid amount of \$378,400.00. They did not include the required unit prices with their bid, but did subsequently provide, with no other irregularities. We recommend that this minor irregularity be waived by the School District Board of Education, and this bid be deemed responsive. In addition to the base bid we are recommending the acceptance of alternate #1-26-1 for the Electrical work associated with the re-roofing of the western portion of the existing roof at Lincoln Elementary School as noted on the documents in the amount of \$2,800.00, which is being funded from the school Capital Projects Budget. We recommend that BP #1-26 be awarded to Associated Electrical for the base bid and the alternate #1-26-1 for the total amount of Three Hundred Eight One Thousand Two Hundred Dollars (\$381,200.00).
19. **Bid Package #1-31 Earthwork** - six (6) bids were received. The as read low bidder is Bisping Construction Co. Inc., New Lenox, IL. They have the complete scope of work required by the contract documents for a base bid amount of \$404,864.00. In addition to the base requirement Bisping Construction offered a credit of (\$104,000.00) for the acceptance of alternate #1-31-1 to include the hauling of suitable excess spoils from Franklin, Lincoln and Forest Glen sites to the Churchill site for required future use. We recommend the acceptance of the base bid and alternate #1-31-1 for a total awarded amount of Three Hundred Thousand Eight Hundred Sixty Four Dollars (\$300,864.00).
20. **Bid Package #1-32a Asphalt Paving** - five (5) bids were received. The as read low bidder is Abbey Paving and Sealcoating Co. Inc, Aurora, IL. They provided a complete bid per the required scope of work with no irregularities. We recommend that BP #1-32a be awarded to Abbey Paving for the base bid amount of Ninety Nine Thousand Nine Hundred Sixty Five Dollars (\$99,965.00).
21. **Bid Package #1-32b Landscaping** - seven (7) bids were received. The as read low bidder is Breezy Hill Nursery, Inc, Salem, WI. They provided a complete bid per the required scope of work with no irregularities. We recommend that BP #1-32b be awarded to Breezy Hill Nursery for the base bid amount of Forty Seven Thousand Seven Hundred Fifty Dollars (\$47,750.00).
22. **Bid Package #1-33 Site Utilities** - eleven (11) bids were received. The as read low bidder is Adler Plumbing & Heating, Inc., Wheaton, IL. They provided a complete bid per the required scope of work with no irregularities for a base bid amount of \$546,000.00. In addition to the base requirement Adler Plumbing offered a voluntary credit of (\$24,062.00) to include the hauling of suitable excess spoils from Franklin, Lincoln and Forest Glen sites to the Churchill site for required future use. We recommend that BP#1-33 be awarded to Adler Plumbing & Heating for the base bid and the voluntary alternate for a total awarded amount of Five Hundred Twenty One Thousand Nine Hundred Thirty Eight Dollars (\$521,938.00).

The value of the award recommendations as detailed above excluding the cost of reroofing work at Lincoln School is Four Million Four Hundred One Thousand Eight Hundred Ten Dollars (\$4,401,810.00). The budgeted amount for these trades is \$4,619,701.00. The bids received are therefore \$217,891.00 less than the budgeted amount. We recommend that the difference between the budgeted and bid amounts of the trade work remain in the overall project budget as added project contingency.

Mr. Bob Ciserella  
Glen Ellyn School District #41  
February 18, 2014  
Page 5

Incorporated in the individual trade award recommendations for Bid Packages #1-06, 1-07a, 1-22, 1-23, and 1-26 are costs associated with reroofing a portion of the existing roof at Lincoln School. This reroofing work had been scheduled as a part of the School District's ongoing roofing maintenance program and is being executed as a part the capital program to allow the District to benefit from the efficiencies of having contractors' onsite performing both new and maintenance work. In addition the reroofing work will be supervised by FQC. The total cost of the work is \$194,730.00. This work is to being funded from outside the new building addition budget with a portion of the cost being offset by a School Maintenance Grant received last year in the amount of \$50,000.00. The following trades are affected and have the following amounts included as a part of the trade recommendations above:

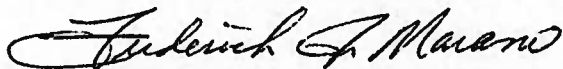
- |   |              |
|---|--------------|
| 1. Bid Package #1-06 Carpentry alternate #1-06-1 Roof Blocking add        | \$19,100.00  |
| 2. Bid Package #1-07a Roofing & Sheet Metal alternate #1-07-1 Roofing add | \$166,830.00 |
| 3. Bid Package #1-22 Plumbing alternate #1-22-1 Rework Drains             | No Change    |
| 4. Bid Package #1-23 HVAC alternate #1-23-1 Rework HVAC equipment add     | \$6,000.00   |
| 5. Bid Package #1-26 Electrical alternate #1-26-1 Rework Electrical add   | \$2,800.00   |

Attached to this award recommendation letter is an updated program master budget. This budget has been modified to reflect the award recommendations above.

Please review, sign and return one copy of this correspondence indicating your acceptance of these recommendations. Upon receipt of this approval, Frederick Quinn Corporation will prepare the appropriate contract documents for the trade contractors recommended above.

Sincerely,

FREDERICK QUINN CORPORATION



Frederick J. Marano  
Executive Vice President of Estimating

Enclosures

CC: Dr. Paul Gordon, Superintendent  
Linda Lane / FGM  
Jack Hayes / FQC  
John Eallonardo / FQC  
Adam Slotkus / FQC  
File / FQC

**Acceptance of Recommendations:** \_\_\_\_\_

## Bid Tally

## 2.7.14

BP #1-02

## Frederick Quinn Corporation Bid Tally

Trade: BP #1-03 Cast-In-Place Concrete  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	Addenda			Bid Bond	Certa. (5)	Qual Form	Unit Prices
	\$ 882,000.00	1.27.14	#1 issued 1.29.14	#2 issued 1.31.14	#3 issued 2.14.14	10% of Bid			Provided (check box)
DeGraf Concrete Construction, Inc. (Wheeling, IL)	\$ 425,000.00		X	X	X	X	X	X	X
Parkway Forming, Inc. (South Elgin, IL)	\$ 392,000.00		X	X	X	X	X	X	X
Builders Concrete Services, LLC (Hillside, IL)	\$ 767,702.00		X	X	X	X	X	X	X
M/M Peters Construction, Inc. (Aurora, IL)	\$ 417,680.00		X	X	X	X	X	X	X
Elliot Construction Corporation (Glen Ellyn, IL)	\$ 459,830.00		X	X	X	X	X	X	X

## Frederick Quinn Corporation

### Bid Tally

Trade: BP #1-04 Masonry  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	Addenda			Bid Bond	Certif. (5)	Qual. Form	Unit Prices
	\$ 609,800.00	1,27.14	A1 issued 1.28.14	A2 issued 1.3.14	A3 issued 2.4.14	10% of Bid			Provided (check box)
Iwanski-Pyzik Masonry and Builders, Inc. (Lombard, IL)	\$ 696,000.00		X	X	X	X	X	X	X
MPZ Masorny, Inc. (Chicago, IL)	\$ 609,800.00		X	X	X	X	X	X	X
Rasco Mason Contractors (Prairie View, IL)	\$ 642,000.00		X	X	X	X	X	X	X
A-One Group, Ltd. (Elk Grove Village, IL)	\$ 810,400.00		X	X	X	X	X	X	X
Jimmy Z's Masonry Corporation (Crystal Lake, IL)	\$ 670,500.00		X	X	X	X	X	X	X
J&E Duff Mason Contractors, Inc. (West Chicago, IL)	\$ 693,561.00		X	X	X	X	X	X	X
Mastership Construction Company, Inc. (Libertyville, IL)	\$ 718,000.00		X	X	X	X	X	X	X
JAC Masonry Inc. (Lake Villa, IL)	\$ 668,400.00		X	X	X	X	X	X	X
Ramcorp, Inc. (Wilmington, IL)	\$ 681,250.00		X	X	X	X	X	X	X



## Frederick Quinn Corporation

### Bid Tally

Trade: BP #1-05 Structural & Misc. Steel  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	Addenda	Bid Bond	Certs. /5/	Qual. Form	Unit Prices
	\$ 246,000.00	1.27.14	#1 issued 1.28.14 #2 issued 1.31.14 #3 issued 2.1.14	10% of Bid			Provided (check box)
Waukegan Steel LLC (Waukegan, IL)	\$ 299,000.00			X	X	X	X
S.G. Krauss Co. (Elk Grove Village, IL)	\$ 257,270.00			X	X	X	X
Composite Steel Products, Inc. (Melrose Park, IL)	\$ 263,590.00			X	X	X	DNB
Steel Management Inc. (Geneva, IL)	\$ 246,000.00			X	X	X	X

BP #1-05

## Frederick Quinn Corporation

### Bid Tally

Trade: BP #1-06 Carpentry & Drywall  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	Addenda	Bid Bond	Certa. (5)	Qual. Form	Alternate #01-05-1	Unit Prices
	\$ 168,030.00	1.27.14	M1 tested 1.22.14 M2 tested 1.31.14 M3 tested 2.1.14	10% of Bid			Provide the wood blocking for the replacement of existing roofing noted at Lincoln Elem. School. ADD to the Base Bid amount.	Provided (check box)
Edwin Anderson Construction Company (Schiller Park, IL)	\$ 215,800.00		X	X	X	X	\$ 33,900.00	X
Doherty Construction, Inc. (Woodstock, IL)	\$ 294,300.00		X	X	X	X	\$ 13,200.00	X
LJ Morse Construction (Aurora, IL)	\$ 188,260.00		X	X	X	X	\$ 19,350.00	X
Next Level Construction, Inc. (Rolling Meadows, IL)	\$ 326,000.00		X	X	X	X	\$ 15,000.00	X
Champion Drywall, Inc. (Channahon, IL)	\$ 194,460.00		X	X	X	X	\$ 14,820.00	X
Hargrave Builders, Inc. (South Elgin, IL)	\$ 198,500.00		X	X	X	X	\$ 10,500.00	X
RB Construction, Inc. (Villa Park, IL)	\$ 224,000.00		X	X	X	X	\$ 23,000.00	X
M&E Construction Co. (Elk Grove Village, IL)	\$ 166,030.00		X	X	X	X	\$ 19,100.00	X

BP #1-06

## Frederick Quinn Corporation Bid Tally

Trade: BP #1-07a Roofing & Sheet Metal  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FOC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	#1 Issued 1.28.14	#2 Issued 1.31.14	#3 Issued 2.1.14	Bid Bond	Certs. (5)	Qual. Form	Alternate #1-07-01	Unit Prices
	\$ 300,290.00	1.87.12				10% of Bid			Provide the complete removal and replacement of existing roofing on the existing Lincoln Elementary School. Add amount to the Base Bid	Provided (check box)
Elens & Malchin Roofing & Sheet Metal, Inc. (Joliet, IL)	\$ 300,290.00		X	X	X	X	X	X	\$ 166,830.00	X
J.L. Adler Roofing and Sheet Metal Inc. (Joliet, IL)	\$ 303,580.00		X	X	X	X	X	X	\$ 204,350.00	X
A-1 Roofing Company (Elk Grove Village, IL)	\$ 361,800.00		X	X	X	X	X	X	\$ 193,700.00	X
Riddiford Roofing Company (Arlington Heights, IL)	\$ 418,292.00		X	X	X	X	X	X	\$ 188,650.00	X
DCG Roofing Solutions, Inc. (Des Plaines, IL)	\$ 509,780.00		X	X	X	X	X	X	\$ 260,200.00	X
R.E. Burke Roofing Company, Inc. (Skokie, IL)	\$ 383,408.00		X	X	X	X	X	X	\$ 191,126.00	X

BP #1-07a

## Bid Tally

Trade: BP #1-07b Waterproofing & Sealants  
Project: Glen Eillyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

**BP #1-07b**

[illegible]

**Frederick Quinn Corporation**  
**Bid Tally**

Trade: BP #1-08b - Aluminum, Glass & Glazing  
Project: Glen Eillyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

[illegible]

BP #1-08b



## Frederick Quinn Corporation

### Bid Tally

Trade: BP #1-09a - Acoustical Ceilings  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	Addenda	Bid Bond	Cert. (B)	Qual. Form	Unit Prices
	\$ 95,570.00	1,27.14	#1 - issued 1.28.14 #2 issued 1.31.14 #3 issued 2.4.14	10% of Bid			Provided (check box)
D&M Construction Services, Inc. (Mokena, IL)	\$ 106,545.00		X	CC	X	X	X
Just Rite Acoustics, Inc. (Elk Grove Village, IL)	\$ 96,100.00		X	X	X	X	X
L.J. Morse Construction Company (Aurora, IL)	\$ 115,592.00		X	X	X	X	X
Champion Drywall, Inc. (Channahon, IL)	\$ 95,570.00		X	X	X	X	X

BP #1-09a

Trade: BP #1-095 - Resilient Tile & Carpet  
Project: Glen Eillyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

BP #1-09b

## Frederick Quinn Corporation Bid Tally

Trade: BP #1-09c - Painting & Coatings  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	Addenda	Bid Bond	Certs. / \$	Qual. Form	Unit Prices
	\$ 42,475.00	127.14	#1 - Issued 128.14 #2 - Issued 131.14 #3 Issued 141.14	10% of Bid			Provided (check box)
Cosgrove Construction Inc. (Joliet, IL)	\$ 50,833.00		X	X	X	X	X
Nedrow Decorating, Inc. (Aurora, IL)	\$ 54,324.00		X	X	X	X	X
May Decorating II, Inc. (Palatine, IL)	\$ 42,475.00		X	X	X	X	X
Cote Decorating Company (Hodgkins, IL)	\$ 45,006.00		X	X	X	X	X

BP #1-09c

## Bid Tally

Trade: BP #1-10 - Operable Partitions  
Project: Glen Eilyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

**BP #1-10**



## Frederick Quinn Corporation

### Bid Tally

Trade: BP #1-21 - Fire Protection Sprinklers  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	Addenda	Bid Bond	Cert. (5)	Qual. Form
	\$ 44,697.00	1.27.14	#1 - Issued 1.28.14 #2 Issued 1.27.14 #3 Issued 2.1.14	10% of Bid		
Nelson Fire Protection (Rockford, IL)	\$ 44,697.00		X	X	X	X
C.L. Doucette, Inc. (Chicago, IL)	\$ 52,590.00		X	X	X	X
Fire Control, Inc. (Wheeling, IL)	\$ 55,200.00		X	X	X	X
Automatic FireSystems, Inc. (Rockford, IL)	\$ 46,594.00		X	X	X	X
Absolute Fire Protection, Inc. (Rockford, IL)	\$ 65,000.00		X	X	X	X

## Frederick Quinn Corporation

### Bid Tally

Trade: BP #1-22 - Plumbing  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	Addenda	Bid Bond	Certs. /S	Qual. Form	Unit Prices	Alternate 01-22-1
	\$ 180,000.00	1.27.14	#1 - Issued 1.28.14 #2 Issued 1.31.14 #3 Issued 2.1.14	10% of Bid			Provide (check box)	Provide the Plumbing work as noted at the existing cooling at Lincoln Elementary School. Add to the base bid.
C.W. Burns Co., Inc. (Downers Grove, IL)	\$ 233,800.00		X	X	X	X	DNB	\$ 4,900.00
Chas. F. Brucknet & Son, Inc. (Glen Ellyn, IL)	\$ 237,190.00		X	X	X	X	DNB	\$ 4,990.00
Sheridan Plumbing & Sewer (Bedford Park, IL)	\$ 234,047.00		X	X	X	X	X	Did not bid
Adler Plumbing & Heating, Inc. (Wheaton, IL)	\$ 180,000.00		X	X	X	X	DNB	Did not bid
Jensen's Plumbing & Heating (Woodstock, IL)	\$ 245,700.00		X	X	X	X	X	\$ 4,900.00
C.R. Leonard Plumbing & Heating, Inc. (Joliet, IL)	\$ 221,447.00		X	X	X	X	DNB	\$ 4,570.00
CJ Erickson Plumbing Co. (Alsip, IL)	\$ 230,950.00		X	X	X	X	X	\$ 6,700.00
DeFranco Plumbing, Inc. (Palatine, IL)	\$ 233,068.00		X	X	X	X	DNB	\$ 4,750.00
Cecchin Plumbing & Heating, Inc. (Bloomington, IL)	\$ 211,930.00		X	X	X	X	DNB	\$ 3,870.00



## Frederick Quinn Corporation

### Bid Tally

Trade: BP #1-23 - HVAC  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	Addenda	Bid Bond	Certs. (5)	Qual. Form	Unit Prices	Alternate 01-23-1
	\$ 432,000.00	1.27.14	#1 - Issued 1.22.14 #2 Issued 1.31.14 #3 Issued 2.4.14	10% of Bid			Provided (check box)	Provide the HVAC work as noted in the existing drawings at Littleton Elementary School. ADD to the base bid.
Flo-Tech Mechanical Systems, Inc. (Addison, IL)	\$ 432,000.00		X	X	X	X	DNB	\$ 6,000.00
Premier Mechanical, Inc. (Addison, IL)			X	X	X	X	DNB	
FE Moran, Inc. (Downers Grove, IL)	\$ 459,500.00		X	X	X	X	X	\$ 19,900.00
Dodson Plumbing, Heating & Air Conditioning, Inc. (Pontiac, IL)	\$ 448,000.00		X	X	X	X	X	\$ 10,000.00
Commercial Mechanical, Inc. (Dunlap, IL)	\$ 449,000.00		X	X	X	X	X	\$ 6,700.00
Amber Mechanical Contractors, Inc. (Alsip, IL)	\$ 468,600.00		X	X	X	X	DNB	\$ 19,400.00
C. Acitelli Heating & Piping Contractors, Inc. (Villa Park, IL)	\$ 444,000.00		X	X	X	X	X	\$ 15,000.00
Martin Peterson Company, Inc. (Kenosha, IL)	\$ 516,600.00		X	X	X	X	DNB	\$ 19,200.00
Jensen's Plumbing & Heating, Inc. (Woodstock, IL)	\$ 505,320.00		X	X	X	X	X	\$ 2,000.00

**Frederick Quinn Corporation**  
**Bid Tally**

Trade: BP #1-26 - Electrical  
Project: Glen Eillyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

[illegible]

## Frederick Quinn Corporation Bid Tally

Trade: BP #1-31 - Earthwork  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FOC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	Addenda	Bid Bond	Certs.	Qual. Form	Unit Prices	Alternate 01-31-1	Alternate 01-31-2
	\$ 404,864.00	1,27.14	#1 - Issued 1.28.14 #2 Issued 1.31.14 #3 Issued 2.4.14	10% of Bid			Provided (check box)	To haul off excess suitable soil from Franklin, Lincoln and Forest Glen Churchill School site. ADD/DEDUCT to the base bid	At Forest Glen School grading work. DEDUCT to omit the excavation and provide a deduct alternative from base bid.
Bisping Construction Co., Inc. (New Lenox, IL)	\$ 404,864.00		X	X	X	X	X	\$ (104,000.00)	\$ (6,700.00)
Patrick Albin Carlson JV (Lisle, IL)	\$ 1,304,000.00		X	X	X	X	X	\$ (230,000.00)	Did Not Bid
DuPage Topsoil, Inc. (West Chicago, IL)	\$ 535,310.00		X	X	X	X	X	\$ (95,300.00)	\$ (9,900.00)
Lenny Hoffman Excavating, Inc. (Wilmette, IL)	\$ 593,096.00		X	X	X	X	X	\$ (44,000.00)	\$ (11,800.00)
S&K Excavating & Trucking, Inc. (Newark, IL)	\$ 413,000.00		X	X	X	X	X	\$ (60,000.00)	\$ (2,300.00)
JS Riemer, Inc. (Elgin, IL)	\$ 420,470.00		X	X	X	X	X	\$ (45,000.00)	\$ (1,500.00)

## Frederick Quinn Corporation Bid Tally

Trade: BP #1-32a - Asphalt Paving  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	Addenda	Bid Bond	Certs. (5)	Qual. Form	Unit Prices
	\$ 99,965.00	1.27/14	#1 - Issued 1.28.14 #2 Issued 1.31.14 #3 Issued 2.4.14	10% of Bid			Provided (for book box)
Abbey Paving and Sealcoating Co., Inc. (Aurora, IL)	\$ 99,965.00		X	X	X	X	X
Allstar Asphalt, Inc. (Wheeling, IL)	\$ 102,895.00		X	X	X	X	X
Accu-Paving Co. (Broadview, IL)	\$ 117,630.00		X	X	X	X	X
Chicagoland Paving Contractors, Inc. (Lake Zurich, IL)	\$ 100,900.00		X	X	X	X	X
Pavement Systems, Inc. (Blue Island, IL)	\$ 103,908.00		X	X	X	X	X

## Frederick Quinn Corporation Bid Tally

Trade: BP #1-32b -Landscaping  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FOC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	Addenda	Bid Bond	Certa. (S)	Qual. Form	Alternate 01-32b-1
	\$ 47,750.00	1,27.14	#1 - Issued 1.28.14 #2 Issued 1.31.14 #3 Issued 2.4.14	10% of Bid			A- Forest Glen School District provide a detailed landscape restoration. DEDUCT from base bid
Seibert Landscaping (Bartlett, IL)	\$ 55,303.00		X	X	X	X	\$ (2,264.00)
Allied Landscaping Corporation (Joliet, IL)	\$ 56,230.00		X	X	X	X	\$ (3,320.00)
Breezy Hill Nursery, Inc. (Salem, WI)	\$ 47,750.00		X	X	X	X	\$ (2,090.00)
Robert Ebl, Inc. (Carol Stream, IL)	\$ 71,012.00		X	X	X	X	\$ (10,000.00)
Twin Oaks Landscaping, Inc. (Oswego, IL)	\$ 48,050.00		X	X	X	X	\$ (1,608.00)
Pedersen Company (St. Charles, IL)	\$ 66,998.00		X	X	X	X	\$ (3,000.00)
Beary Landscaping (Lockport, IL)	\$ 67,291.00		X	X	X	X	Did Not Bid

BP#1-32b

**Frederick Quinn Corporation**  
**Bid Tally**

Trade: BP #1-33 - Site Utilities  
Project: Glen Ellyn School District - Franklin, Lincoln & Forest Glen E.S.  
FQC #473, #475 & #482  
2.7.14

Subcontractor	Base Bid	Pre-Bid	Addenda	Bid Bond	Cera. /3/	Qual. Form	Alternate 01-33-1	Alternate 01-33-2
	\$ 546,000.00	1-27-14	#1 - Issued 1-28-14 #2 Issued 1-31-14 #3 Issued 2-4-14	10% of Bid			At Forest Glen General Contractors, Inc. provide an alternate to provide performance bond for HDPE piping. At Franklin Electric provide an alternate to provide performance bond for HDPE piping. At Frank's Electric provide an alternate to provide performance bond for HDPE piping.	
S&K Excavating & Trucking, Inc., (Newark, IL)	\$ 618,000.00		X	X	X	X	\$ (182,000.00)	\$ 3,800.00
Cecchin Plumbing & Heating, Inc. (Bloomingdale, IL)	\$ 575,000.00		X	X	X	X	\$ (185,000.00)	Did not Bid
Concept Plumbing, Inc., (Palatine, IL)	\$ 768,626.00		X	X	X	X	\$ (252,798.00)	\$ 2,063.00
Lenny Hoffman Excavating, Inc., (Wilmette, IL)	\$ 714,573.00		X	X	X	X	\$ (198,000.00)	\$ 2,000.00
CJ Erickson Plumbing Co., (Alsip, IL)	\$ 876,240.00		X	X	X	X	\$ (345,460.00)	\$ 3,900.00
Swallow Construction, Inc. (Downers Grove, IL)	\$ 717,152.00		X	X	X	X	\$ (225,000.00)	\$ 3,700.00
Adler Plumbing & Heating, Inc. (Wheaton, IL)	\$ 546,000.00		X	X	X	X	Did not bid	Zero Dollars
Sheridan Plumbing & Sewer (Bedford Park, IL)	\$ 946,051.00		X	X	X	X	\$ (298,185.00)	\$ 4,800.00
J. Congdan Sewer Service, Inc (Carol Stream, IL)	\$ 699,165.00		X	X	X	X	Did not bid	Did not Bid
Bisping Construction Co., Inc., (New Lenox, IL)	\$ 549,394.00		X	X	X	X	\$ (98,000.00)	\$ (2,000.00)
Dimeo Brothers, Inc. (Elk Grove, IL)	\$ 760,751.00		X	X	X	X	Did not bid	Did not Bid



CONSTRUCTION MANAGEMENT

Glen Ellyn School District 41  
Glen Ellyn, IL

Budget Based on BP# 1 Awards( Lincoln / Franklin / Forest Glen Site Work) & FGM Progress Drawing Set dated 11/25/13 ( Churchhill & Forest Glen Building)

2.18.14

FQC Construction Cost:							Total Projects
Description of Expenditure	Cost By	Franklin	Lincoln	Forest Glen	Churchill		
<b>Building Construction</b>	FQC	\$2,073,639.00	\$1,899,519.00	\$1,744,712.00	\$2,180,279.00		\$7,898,149.00
Demolition & Remodeling at building tie in							
New Education Additions							
CSI Divisions 1 thru 27							
<b>Site Construction</b>	FQC / FGM	\$235,031.00	\$110,442.00	\$103,106.00	\$1,280,000.00		\$1,708,579.00
Earthwork, Mass Grading, Excavation & Backfill							
New Pavement and Drives							
New Curbs and Walks							
Landscaping							
Site Utilities							
<b>Storm Water Detention</b>	EEA	\$81,260.00	\$106,116.00	\$334,562.00	\$937,000.00		\$1,458,938.00
<b>Construction Contingency - Allowance 5%</b>	Allow	\$128,904.00	\$99,757.00	\$116,653.00	\$218,864.00		\$564,178.00
<b>Added Contingency from BP # 1</b>	Allow	\$188,144.00	(\$120,335.00)	\$150,682.00	\$0.00		\$217,891.00
<b>CM Fees / Insurance / General Conditions</b>	FQC	\$305,225.00	\$280,577.00	\$294,865.00	\$404,443.00		\$1,285,110.00
Pre-Construction Services		\$10,625.00	\$10,625.00	\$10,625.00	\$10,625.00		
General Conditions / Site Supervision		\$178,000.00	\$178,000.00	\$178,000.00	\$200,250.00		
Insurance		\$24,613.00	\$19,410.00	\$22,426.00	\$40,860.00		
Construction Management Fee		\$91,987.00	\$72,542.00	\$63,814.00	\$152,708.00		
<b>Totals 60% CD Hard Cost Budget w BP#1 Awards</b>		\$3,012,203.00	\$2,375,476.00	\$2,744,580.00	\$5,000,586.00		\$13,132,845.00

Owner Soft Cost:							Total Projects
Description of Expenditure	Cost By	Franklin	Lincoln	Forest Glen	Churchill		
<b>Demolition and Relocation of Mobiles</b>	Allow	\$56,000.00	\$68,000.00	\$48,000.00	\$136,000.00		\$308,000.00
Demolition or removed		\$56,000.00	\$28,000.00	\$28,000.00	\$56,000.00		
Relocation to new area		N/A	\$40,000.00	\$20,000.00	\$60,000.00		
<b>Owner Purchased Technology Systems</b>	Allow	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00		\$120,000.00
Data / telecon							
Security							
Audio / Visual							



Description of Expenditure	Cost By	Franklin	Lincoln	Forest Glen	Churchill	Total Projects
<b>Furnishings, Fixtures &amp; Equipment</b>						
Art Room Furniture at Churchill	Allow	By Owner	By Owner	By Owner	\$10,000.00	\$10,000.00
					\$10,000.00	
<b>Architectural &amp; Engineering Fee Allowance</b>	FGM	\$271,098.00	\$213,793.00	\$247,012.00	\$450,053.00	\$1,181,956.00
FGM Architects						
Amisco Engineering						
Erickson Engineering						
<b>Abatement</b>	FGM	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$10,000.00
<b>Other Expenses</b>	Allow	\$148,000.00	\$124,000.00	\$148,000.00	\$124,000.00	\$544,000.00
Moving / Relocation		By Owner	By Owner	By Owner	By Owner	
Temporary Corridors for Mobile Access		\$24,000.00	N/A	\$24,000.00	N/A	
Printing		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
Geotech. Testing		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
Soil Borings		\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	
Permits		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
Builders Risk Insurance		By Owner	By Owner	By Owner	By Owner	
Site Fiber Optics Reconfiguration		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
Excess Facility Charges		\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	
ROE Called Inspection Fee		\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	
Misc.						
<b>Total 60% CD Soft Cost Budget</b>		\$507,598.00	\$438,293.00	\$475,512.00	\$752,553.00	\$2,173,956.00
<b>Progress 60% CD Master Budget w/ BP # 1</b>		<b>Franklin</b>	<b>Lincoln</b>	<b>Forest Glen</b>	<b>Churchill</b>	<b>Total Projects</b>
		\$3,519,801.00	\$2,813,769.00	\$3,220,092.00	\$5,753,139.00	\$15,306,801.00
<b>Hard Cost Escalation Allowance 2015 - 3%</b>	Allow	\$0.00	\$0.00	\$82,337.00	\$150,018.00	\$232,355.00
<b>Total Progress 60% CD Master Budget w/ BP # 1 and Escalation</b>		\$3,519,801.00	\$2,813,769.00	\$3,302,429.00	\$5,903,157.00	\$15,539,156.00
<b>Lincoln School Re Roofing Sub Cost</b>			\$194,730.00			
<b>- Funds from School Maintenance Grant</b>			(\$50,000.00)			
<b>Total for Re Roofing western portion at Lincoln School</b>			\$144,730.00			

## FGM ARCHITECTS

### **Amendment 29** to Professional Services Agreement Dated: May 16, 2005

Between the Owner: Glen Ellyn School District 41  
793 N. Main Street  
Glen Ellyn, IL 60147

And the Architect: FGM Architects Inc.  
1211 West 22<sup>nd</sup> Street  
Oak Brook, IL 60523

Projects: 2014-2016 Additions and Remodeling at Abraham  
Lincoln School, Benjamin Franklin School, Churchill  
School and Forest Glen School (Multiple Sites)

FGM Project Number: 13-1674.01

Date of Amendment: February 18, 2014

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#### 1.1.2 Project Parameters:

##### 1.1.2.1 Project Objective:

Provide architectural and engineering Design Development Document services, Construction Document services, Competitive Bidding services and Contract Administration Services for 2014-2016 Additions and Remodeling at Multiple Sites. The design services will be based on the approved Schematic Design submittal dated October 2013.

##### 1.1.2.2 The physical parameters:

Work to occur at the following sites:

Abraham Lincoln School  
Benjamin Franklin School  
Churchill School  
Forest Glen School

##### 1.1.2.5 The financial parameters are:

## FGM ARCHITECTS

- 1.1.2.5.1 Amount of the Owners overall budget for the Project, including the Architects compensation, is: **\$15,573,921.00**
- 1.1.2.5.2 Amount of the Owners overall budget for the Project, excluding the Architects compensation, is: **\$14,417,688.42**
- 1.1.2.6 The time parameters are:  
See attached Exhibit C
- 1.1.2.7 The proposed procurement or delivery method for the projects:  
Construction Manager as Advisor
- 1.1.2.8 Other parameters are:
  - 1.1.2.8.1 The completion of Called Inspection Records required by the Regional Office of Education and the State Board of Education are not included in this agreement.
  - 1.1.2.8.2 Destructive testing may be required to investigate existing conditions. Coordination of this work is not included in Basic Services. The Architect could coordinate all destructive testing with a separate contractor hired by the Owner.
  - 1.1.2.8.3 Roof cores and/or material testing may be required to be performed by a third party material testing service. Coordination of this work is not included in Basic Services. The Architect could develop a Request for Proposal for this work, an agreement between the Owner and the testing service would be developed and the Architect would assist the Owner and the material testing service with the material testing process.
  - 1.1.2.8.4 Infra-red roof scans may be required to be performed by a third party material testing service. Coordination of this work is not included in Basic Services. The Architect could develop a Request for Proposal for this work, an agreement between the Owner and the testing service would be developed and the Architect would assist the Owner and the material testing service with the material testing process.
  - 1.1.2.8.5 Soil borings may be required to be performed by a third party service. The Architect could develop a Request for Proposal for this work, an agreement

## FGM ARCHITECTS

between the Owner and the testing service would be developed and the Architect would assist the Owner and the material testing service with the material testing process.

- 1.1.2.8.6 Soils analysis will be required to be performed by a third party testing service. Coordination of this work is not included in Basic Services. The soil must be tested for hazardous material. The Architect could develop a Request for Proposal for this work, an agreement between the Owner and the testing service would be developed and the Architect would assist the Owner and the material testing service with the material testing process.
- 1.1.2.8.7 Site survey updates will be required to be performed by a third party survey firm. The Architect could develop a Request for Proposal for this work and an agreement between the Owner and the surveyor would be developed.
- 1.1.2.8.8 Professional services associated with renderings, tabular submittals, hearings, presentations and other documents required by the village, city and/or county for storm water design/permitting purposes are not included in this Basic Services. These services will be billed on a time and material basis.
- 1.1.2.8.9 Wetland services (delineation, permitting, mitigation) that might be deemed necessary at Churchill School are not included in this Basic Services. Basic Services do not include any scope associated with design of mechanical storm water conveyance systems (lift station) that might be necessary at Forest Glen
- 1.1.2.8.10 The fee for Basic Services assumes normal soil conditions such that special foundation systems (for example, caissons, piles, grade beams, or framed ground floor structure) will not be required. Existing foundation systems must be verified. The design of special foundations are not included in Basic Services.
- 1.1.2.8.11 The projects are being constructed on a "fast-track" basis. Design changes may be required.
- 1.1.2.8.12 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to reasonably rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare,

## FGM ARCHITECTS

as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

### 1.1.3 Project Team:

#### 1.1.3.3 The Consultants retained at the Owner's expense are:

##### Site Survey work:

Webster, McGrath & Ahlberg, Ltd.  
207 S. Naperville Rd.  
Wheaton, IL 60187  
630.668.7603

##### Soil borings/material testing:

TBD

##### Tree surveys:

TBD

#### 1.1.3.5 The Consultants retained at the Architect's expense are:

##### Structural Engineering:

DC Consulting Engineers, Inc.  
310 W. Lake Street  
Elmhurst, IL 6012

##### Mechanical, Plumbing and Electrical :

Amsco Engineering, Inc.  
5115 A Belmont  
Downers Grove, IL 60515

##### Civil Engineer:

Eriksson Engineering Associates, Ltd.  
145 Commerce Drive, Suite A  
Grayslake, IL 60030

## FGM ARCHITECTS

### 1.5 Compensation:

Compensation for architectural and engineering Design Development Document services, Construction Document services, Competitive Bidding services and Contract Administration Services shall be invoiced as a stipulated sum fee based on a percent of construction costs in accordance with the attached Exhibit B.

Progress payments shall be based on the following:

Design Development:	\$187,247.77	(19%)
Construction Documents:	\$394,205.83	(40%)
Competitive Bidding:	\$88,696.31	(9%)
Contract Administration Services	<u>\$315,364.66</u>	<u>(32%)</u>
<b>Total Basic Compensation:</b>	<b>\$ 985,514.57</b>	<b>(100%)</b>

Additional Services shall be billed on a time and material basis at hourly rates are noted in Exhibit A (attached). Additional engineering/consultant services will be billed in accordance with Article 1.5.3 of the original Professional Services Agreement dated May 16, 2005.

### 2.1 Project Administration Services:

#### 2.1.7.3.1 Modify as follows:

Delete ", without additional compensation," in the first sentence. The first sentences shall read:

"If the Owner chooses to proceed under Section 2. 1.7.5 .4, the Architect shall modify the documents for which the Architect is responsible under the Agreement as necessary to comply with the budget for the Cost of the Work."

### 2.8 Schedule of Services:

#### 2.8.1.2 Modify as follows:

"2.8.1.2 The Architect shall include up to fifty-eight (58) visits to the site over the duration of the Project during construction."



## FGM ARCHITECTS

Owner

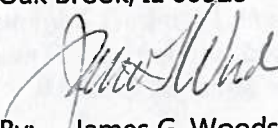
Glen Ellyn School District 41  
793 N. Main Street  
Glen Ellyn, IL 60147

By:  Paul Gordon, Ed.D.

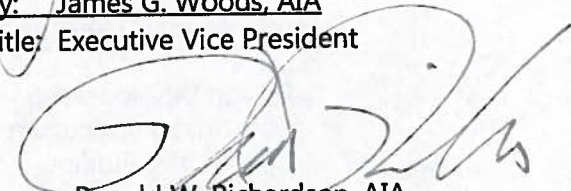
Title: Superintendent of Schools

Architect

FGM Architects Inc.  
1211 West 22<sup>nd</sup> Street  
Oak Brook, IL 60523

By:  James G. Woods, AIA

Title: Executive Vice President

By:  Ronald W. Richardson, AIA  
Title: Vice President



## FGM ARCHITECTS

**FGM Hourly Rate Schedule****Exhibit A**

Effective November 1, 2012\*

Principal	\$205.00
Arch IV	170.00
Arch III	140.00
Arch II	105.00
Arch I	85.00
Construction Administrator	130.00
Project Administrator III	95.00
Project Administrator II	70.00
Project Administrator I	60.00

*\*Rates are subject to adjustment each November 1<sup>st</sup>.*

**2014-2015 Additions and Remodeling Amendment 29 Fee Summary**

Phases Covered: Design Development, Contract Document, Bid Negotiation, Contract Administration

Churchill, Forest Glen, Franklin and Lincoln

13-1674.01

7.8.13

Revised 11.9.13

	Budget based on FQC Estimate dated 10.23.13	Adjusted fee %- No SD included	Fee for DD, CD, BN, CA	Amendment 29- Phase Detail			
				Design Development (DD)	Construction Documents (CD)	Bid Negotiation (BN)	Contract Administration (CA)
				19.00%	40.00%	9.00%	32.00%
<b>A Churchill</b>							
1 FQC hard cost	\$ 5,005,104.00						
2 FQC escalation	\$ 150,153.00						
3 Adjusted hard cost	\$ 5,155,257.00	7.225%	\$ 372,467.32	\$ 70,768.79	\$ 148,986.93	\$ 33,522.06	\$ 119,189.54
<b>B Forest Glen</b>							
1 FQC hard cost	\$ 2,844,955.00						
2 FQC escalation	\$ 85,349.00						
3 Adjusted hard cost	\$ 2,930,304.00	7.438%	\$ 217,956.01	\$ 41,411.64	\$ 87,182.40	\$ 19,616.04	\$ 69,745.92
<b>C Franklin</b>							
1 FQC hard cost	\$ 2,818,868.00						
2 FQC escalation	n/a						
3 Adjusted hard cost	\$ 2,818,868.00	7.438%	\$ 209,667.40	\$ 39,836.81	\$ 83,866.96	\$ 18,870.07	\$ 67,093.57
<b>D Lincoln</b>							
1 FQC hard cost	\$ 2,492,926.00						
2 FQC escalation	n/a						
3 Adjusted hard cost	\$ 2,492,926.00	7.438%	\$ 185,423.84	\$ 35,230.53	\$ 74,169.53	\$ 16,688.15	\$ 59,335.63
				\$ 187,247.77	\$ 394,205.83	\$ 88,696.31	\$ 315,364.66
Total Fee for DD, CD, BN, CA			\$ 985,514.57				

Total hard cost summary \$ 13,397,355.00

FQC Soft Cost \$ 2,176,566.00

Total hard and soft cost summary \$ 15,573,921.00

**Notes**

1 Forest Glen hard costs include escalation of 3%

2 Churchill hard costs include escalation of 3%

3 Overall budget, including the Architects compensation: \$ 15,573,921.00

4 Overall budget, excluding the Architects compensation: \$ 14,417,688.42

5 All building cost information is based on the FQC Schematic Design estimate dated October 23, 2013

6 Fee is based on documents included in the October 2013 Schematic Design submittal

7 Please note that these fees do not include wetland services (delineation, permitting, mitigation) that might be deemed necessary at Churchill School.

Also, our fees do not include any scope associated with mechanical storm water conveyance systems (lift station) that might be necessary at Forest Glen

8 The fee for Basic Services assumes normal soil conditions such that special foundation systems (for example, caissons, piles, grade beams, or framed ground floor structure) will not be required. Existing foundation systems must be verified. The design of special foundations are not included in Basic Services.

## FGM ARCHITECTS

## PRODUCTION SCHEDULE

Date: November 6, 2013

Project Name: See Project Numbers

Project Numbers: 12-1499.01- 2012- 2013 General Services  
13-1674.01- 2014- 2015 Additions, SD-CA

## 1. Churchill/Forest Glen:

## a. Storm Water design

- |                         |   |
|-------------------------|---|
| i. October 29, 2013     | Begin DD and CD phase   |
| ii. Late December 2013  | Complete CD phase   |
| iii. Late December 2013 | Submit tabular submittal- time and material                                 |
| iv. January 2014        | Bidding (FQC)*  |
| v. February 2014        | Possibly receive Village comments to storm water                            |
| vi. March 2014          | Updated drawings (time and material)/ possibly finalize storm water permits |
| vii. June 2014          | through August 2014-possible site construction by FQC *                     |
| viii. August 2014       | Site work substantially complete *  |

\*FQC to complete the bidding and construction timelines

## b. Building design documents

- |                       |  |
|-----------------------|--|
| i. January 2014       | Begin DD and CD phase  |
| ii. February 2014     | Receive/integrate storm water comments to architectural site plans if required |
| iii. March, 2104      | 60% complete CD set to FQC for estimation                                      |
| iv. April, 2014       | Draft 60% CD estimate complete   |
| v. April, 2014        | 60% CD estimate review   |
| vi. May, 2014         | Complete CD phase  |
| vii. Summer/fall 2014 | FQC to bid the work*   |

## FGM ARCHITECTS

- viii. March 2015 through August 2015- possible building construction by FQC\*
- ix. August 2015 Building work substantially complete\*
- x. October 2015 Final completion\*

\* FQC to complete the bidding and construction schedules

### 2. Franklin/Lincoln:

#### a. Building and Storm Water Design

- i. October 29, 2013 Begin DD and CD phase
- ii. Late December 2013 Complete CD phase
- iii. Late December 2013 Submit tabular submittal-time and material
- iv. January 2014 Bidding (FQC)\*
- v. February 2014 Possibly receive Village comments to storm water
- vi. March 2014 Update drawings (time and material) and possibly finalize storm water permits
- vii. March 2014 Possible updates to construction documents, post bidding, based on village comments (time and material)
- viii. June 2014 through August 2014-possible site construction by FQC\*
- ix. August 2014 Site work substantially complete
- x. June 2014 through December 2014-possible building construction by FQC\*
- xi. December 2014 Building work substantially complete\*

\*FQC to complete the bidding and construction schedules

# GLEN ELLYN SCHOOL DISTRICT 41 2014-2015 SCHOOL CALENDAR

<b>AUGUST</b>	18 – 21 25	No School-Institute Days First Student Attendance Day
<b>SEPTEMBER</b>	1 19	No School-Labor Day SIP Day-students dismiss at noon*
<b>OCTOBER</b>	10 13 14	SIP Day-students dismiss at noon* No School-Columbus Day No School-Institute Day
<b>NOVEMBER</b>	5  6  7  25 26-28	Parent/Teacher Conferences –full student attendance day Conferences 5:00 – 8:30 pm Parent/Teacher Conferences –no student attendance Conferences 1:00 am - 8:00 pm Parent/Teacher Conferences-no student attendance Conferences 8:30-Noon SIP Day – students dismiss at noon* No School-Thanksgiving Break
<b>DECEMBER</b>	19 22-31	SIP Day- students dismiss at noon* No School-Winter Break
<b>JANUARY</b>	1-2 19 20	No School-Winter Break No School-Martin Luther King Day No School-Institute Day
<b>FEBRUARY</b>	16 26 27	No School-President's Day SIP Day- students dismiss at noon* No School-Institute Day
<b>MARCH</b>	27 30-31	SIP Day- students dismiss at noon* No School-Spring Break
<b>APRIL</b>	1-3	No School- Spring Break
<b>MAY</b>	8 25	SIP Day-students dismiss at noon* No School-Memorial Day
<b>JUNE</b>	3  4  11 12	SIP Day-students dismiss at noon* Last Student Day (Tentative) –if <i>no</i> emergency days are used No School-Institute Day (Tentative) if <i>no</i> emergency days are used Last Student Day (Tentative) if <i>all</i> emergency days are used No School-Institute Day (Tentative) if <i>all</i> emergency days are used

**\*No Pre-K, Early Childhood or Kindergarten student attendance on SIP Days or any other ½ day early dismissal; Early dismissal time for grades 1-8 will be Noon for all schools. For more information about student attendance on SIP Days, please contact the building principal.**

**Note: Please assume that June 11 will be the last day of school as you plan your summer activities. D41 is required to make up any attendance days lost due to snow days or other emergencies.**

## Enrollment Report

Note: Shaded/bold section numbers represent instruction held in portables

2/28/14

## Abraham Lincoln

											AEC	Total	01/31/14
Level 1/Kdg	23	23	22	24								92	91
Level 1/G1	23	23	22	22								90	90
Level 2/G2	20	20	20	19	20							99	101
Level 2/G3	21	23	24	23	22							113	112
Level 3 /G4/Sci	20	27	27	21									
Level 3/G4/Math	20	21	20	21							5	87	88
Level 3 /G5/Sci	20	24	25	26									
Level 3/G5/Math	23	22	27	22							8	102	103
Level 3 Lit	26	23	21	23	25	23	25	23					
Total Students at Abraham Lincoln												583	585

2/28/14

## Benjamin Franklin

											SC SpEd*	AEC	Total	01/31/14
Level 1/Kdg	21	24	24								4		73	73
Level 1/G1	24	22	25	23							3		97	97
Level 2/G2	23	22	23	23							6		97	97
Level 2/G3	22	18	21	18							6		85	84
Level 3 /G4/Sci	26	29	26	30										
Level 3/G4/Math	26	18	26	24							2	17	113	113
Level 3 /G5/Sci	29	28	29	29										
Level 3/G5/Math	19	27	18	26							4	21	115	116
Level 3 Lit	28	28	28	27	28	28	28	27						
Total Students at Benjamin Franklin													580	580

\* Unduplicated count

2/28/14

## Churchill

											AEC	Total	01/31/14
Pre K (Bilingual)	20	20										40	40
Level 1/Kdg	21	22	21	22	20							106	106
Level 1/G1	21	21	19	22	23							106	105
Level 2/G2	18	19	19	20	20	17						113	112
Level 2/G3	22	17	21	22								82	84
Level 3 /G4/Sci	25	19	22	22	19								
Level 3/G4/Math	25	17	15	20	18						15	110	110
Level 3 /G5/Sci	21	20	22	22	22								
Level 3/G5/Math	19	19	15	22	18						11	104	104
Level 3 Lit	21	22	22	22	21	20	21	22	21	22			
Total Students at Churchill												661	661

Bilingual and Dual Lang sections in italics

2/28/14

## Forest Glen

											AEC	Total	01/31/14
EC Self Contained	20											20	18
EC Structured	5											5	4
EC Blended	19	20	19	21								79	79
Level 1/Kdg	20	21	20									61	62
Level 1/G1	22	21	20	20								83	84
Level 2/G2	19	18	17	17								71	69
Level 2/G3	23	20	22	20								85	83
Level 3 /G4/Sci	24	21	25	20									
Level 3/G4/Math	24	14	25	12							15	90	92
Level 3 /G5/Sci	30	29	28										
Level 3/G5/Math	24	23	28								12	87	87
Level 3 Lit	26	23	28	22	28	23	26						
Total Students at Forest Glen												581	578

## Enrollment Report

2/28/14

**Hadley Jr. High**

		SC SpEd	Total	01/31/14
Gr 6	367	11	378	380
Gr 7	403	10	413	413
Gr 8	389	19	408	407
Total Students at Hadley Jr High			1199	1200

*Portables are used for 7/8 Math & Social Studies*

<b>District Totals</b>	Current	1/31
PreK/EC	144	141
Level 1/Kdg	332	332
Level 1/G1	376	376
Level 2/G2	380	379
Level 2/G3	365	363
Level 3 /G4	400	403
Level 3/ G5	408	410
Gr 6	378	380
Gr 7	413	413
Gr 8	408	407
Grand Total	3604	3604



Monthly Enrollment Report

2/28/2013

School	Grade	Total Enrollment	Enrollment/section						Self Contained Spec Ed
Abraham Lincoln	K	85	19	22	22	22			
	1	103	21	21	20	21	20		
	2	113	22	23	23	22	23		
	3	94	24	25	24	21			
	4	108	23	22	22	21	20		
	5	99	25	25	24	25			
Total Enrollment:		602							
January 31		599							

Benjamin Franklin	K	90	24	21	24	21			
	1	94	22	21	22	23			6
	2	78	19	17	19	19			4
	3	102	26	25	25	25			1
	4	109	27	25	27	27			3
	5	104	25	25	24	25			5
Total Enrollment:		577							
January 31		572							

Churchill	K	105	24	21	20	21	19		
	1	115	18	21	20	16	20	20	
	2	87	22	23	23	19			
	3	115	6	21	22	22	21	23	
	4	107	5	20	20	19	22	21	
	5	94	24	23	23	24			
	PreK	36							
Total Enrollment:		659							
January 31		657							

Forest Glen	K	85	19	19	20	20			7
	1	72	24	23	24				1
	2	86	21	21	22	20			2
	3	93	23	23	24	23			
	4	83	28	27	28				
	5	84	29	27	28				
	PreK/EC	97							
Total Enrollment:		600							
January 31		594							

Hadley	Enrollment/Team								
	6	416							1 add 1 5th
	7	398							6 grd for GIP
	8	417							7
Total Enrollment		1,231							
January 31		1,228							

PORTABLES 1-4 HOUSE 6TH, 7TH AND 8TH GRADE MATH  
PORTABLES 5-10 HOUSE 6TH GR. MATH & 7TH-8TH SOCIAL STUDIES

District Total Current 1/31/2013

EC/Pre-K	133	130	Special Education: Churchill: PreK Franklin MIP Forest Glen: PreK/EC/PreK Tuition, MIP Hadley: MIP, GIP, ED (Emotional Disorders)
K	365	363	
1	384	383	
2	364	360	
3	404	402	
4	407	405	
5	381	379	
6	416	415	
7	398	397	Note: Shaded and bold numbers indicate children who are in mobile classrooms.
8	417	416	
Grand Total	3,669	3,650	

# **AIA** Document C132™ – 2009

## **Standard Form of Agreement Between Owner and Construction Manager as Adviser**

**AGREEMENT** made as of the    day of    in the year 2014  
(In words, indicate day, month and year.)

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

Glen Ellyn School District 41  
793 N. Main Street  
Glen Ellyn, IL 60137  
630.790.6400

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

Frederick Quinn Corporation  
103 S. Church Street  
Addison, IL 60101  
630.628.8500

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

Glen Ellyn School Dist. 41  
Four Elementary Schools  
Additions and Renovations

- Abraham Lincoln Elementary School  
380 Greenfield Ave.
- Benjamin Franklin Elementary School  
350 Bryant Ave.
- Churchill Elementary School  
240 Geneva Road
- Forest Glen Elementary School  
561 Elm Street

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

FGM Architects  
1211 West 22<sup>nd</sup> Street, Suite 705  
Oak Brook, IL 60523  
(630) 574-8730

### **ADDITIONS AND DELETIONS:**

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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The Owner and Construction Manager agree as follows.

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## TABLE OF ARTICLES

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2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
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13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

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

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

To be determined through the design process with the Architect.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Initial concept includes four classroom additions at each elementary school plus associated site work and storm water detention work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

The Owner's total project budget, including soft costs is estimated at \$16,000,000.00

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Design work is underway (currently in Schematic Design) and will continue through 2014 with initial bidding to occur by Spring 2014 for 1-2 schools and the balance of work to bid in late 2014

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**.2 Commencement of construction:**

It is intended to have Lincoln School begin construction in Spring / Summer 2014, with Franklin School to follow the same schedule, permitting dependent. Churchill and Forest Glen Schools are anticipated to commence in Spring / Summer 2015.

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

To be determined as final schedule is developed during design phase.

**.4 Other:**

**§ 1.1.5** The Owner intends the following procurement method for the Project:  
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Publicly, competitive bid multiple prime contracts that will be contracted by the Owner.

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

To be determined.

**§ 1.1.7** Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.5:  
(List name, address and other information.)

Dr. Paul Gordon  
Superintendent  
Glen Ellyn School District 41  
793 N. Main Street  
Glen Ellyn, IL 60137  
630.534.7207

Mr. Bob Ciserella  
Asst. Supt. Of Finance, Facilities and Operations  
Glen Ellyn School District 41  
793 N. Main Street  
Glen Ellyn, IL 60137  
630.534.7220

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

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§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:

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

.1 Land Surveyor:

To be determined

.2 Geotechnical Engineer:

To be determined

.3 Civil Engineer:

To be determined

.4 Other:

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

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:

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

Mr. Jack Hayes  
President  
Frederick Quinn Corporation  
103 S. Church Street  
Addison, IL 60101  
630.628.8500

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:

*(List any specific requirements and personnel to be included in the staffing plan, if known.)*

Based on the current project schedule, the construction process will be managed on site by Adam Slotkus and John Eallonardo, Executive VP of Construction.

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

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- .1 Cost Estimator:  
(List name, legal status, address and other information.)

Performed In-House by FQC personnel

- .2 Other consultants:

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

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

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

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 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 and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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

§ 2.6 The Construction Manager 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 Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$2,000,000.00) and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

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User Notes:

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§ 2.6.3 The Construction Manager shall maintain a minimum of Five Million Dollars and Zero Cents \$5,000,000 in umbrella or excess liability insurance.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per claim and in the aggregate.

**§ 2.6.6**

Within ten days after the execution of this Agreement, Construction Manager shall file with the Owner valid Certificates of Insurance and amendatory riders or endorsements to Construction Manager's insurance policies, all in form and substance satisfactory to the Owner, and on Construction manager's general liability policy naming Owner and its officers, agents and employees as additional insureds thereunder and providing that it is primary to, and not contributing with, any policy carried by the Construction Manager: covering the same loss with a waiver of subrogation in favor of the Owner. Said endorsements or amendatory riders shall indicate that as respects said additional insureds, there shall be severability of interests under said insurance policies for all coverages provided under said insurance policies. The Certificates and amendatory riders or endorsements shall clearly indicate the specific coverage (including the contractual liability for the Construction Manager's obligations under paragraph 8.1.3) and shall contain a provision requiring the giving of written notice to owner until at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies, as evidenced by return receipt of United States Certified Mail. All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Agreement. Certificates shall be presented on an "ACORD" form certificate. The Construction Manager's insurance shall be primary and non-contributory

§ 2.6.7 These Certificates and the insurance policies required by this paragraph 2.6.6 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner and Construction Manager. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage shall be furnished by the Construction Manager with reasonable promptness in accordance with the Construction Manager's information and belief.

§ 2.6.8 If requested by the Owner after the date thereof, the Construction Manager shall promptly procure, at the Owner's expense, additional liability insurance in such amounts as the Owner may reasonably request insuring against perils not listed in this Agreement, if liability insurance in the amount requested is commercially available to Construction Manager.

§ 2.6.9 If the Construction Manager fails to purchase or maintain the liability insurance required under this Agreement, the Owner may, after giving the Construction Manager thirty (30) days notice and opportunity to correct such failure, (but shall not be obligated to) purchase such insurance on the Construction Manager's behalf and shall be entitled to be repaid for any premiums paid therefore by the Construction Manager.

§ 2.6.10 When such insurance, due to the attainment of a normal expiration date or renewal date, expires, the Construction Manager shall, not less than fifteen (15) days prior to such expiration or renewal date, supply the Owner with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied.

### **ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES**

#### **§ 3.1 Definition**

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

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### § 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

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

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

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

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan 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 highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 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 whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting

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Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall assist the Owner with bidding all contracts required to be bid under Section 10-20.21 of the Illinois School Code (105 ILCS 5/10-20.21). All bidders shall be required to provide a bid bond, comply with all bidding requirements of Illinois law, including the Criminal Code, and successful bidders shall be required to comply with all federal, state and local laws applicable to contracts with public school districts, including the Illinois Prevailing Wage Act (820 ILCS 430/0.01). The Construction Manager shall provide its recommendation to the Owner as to the lowest responsible bidder for a contract award/s, provide that the Board of Education may make the final determination and award of any and all such contract.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents 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.

§ 3.2.20 The Construction Manager shall arrange for and manage Owner's receipt of bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids based on 105 ILCS 5/10-20.21 of the Illinois School Code.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

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**§ 3.3 Construction Phase Administration of the Construction Contract**

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

**§ 3.3.2** The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

**§ 3.3.3** The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement. Where inconsistent, the terms of this Agreement shall prevail over any inconsistencies with the General Conditions of the Contract for Construction, insofar as the relationship between the Owner and the Construction Manager is concerned.

**§ 3.3.4** The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents. The Construction Manager shall represent the Owner during the Construction Phase in accordance with the obligations imposed by this Agreement and shall advise and consult with the Owner as to all significant aspects of construction of the Project. The Owner shall communicate to the Contractor only through the Construction Manager and the Contractor shall likewise communicate to the Owner only through the Construction Manager. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Owner's Superintendent or Superintendent's designee shall serve as the Owner's liaison and shall be permitted to attend all job meetings, review drawings and plans, and to inspect all Work of the Project. The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of the Project in a timely manner and shall endeavor to cause the construction to be completed in accordance with the project schedule. In addition, the Construction Manager shall review all warranties and related documents and advise the Owner as to whether they are in conformance with the specifications for warranties included in the Contract Documents.

**§ 3.3.5** Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule monthly, or more frequently, if necessary to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

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

**§ 3.3.7** Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

**§ 3.3.8** The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

**§ 3.3.9** The Construction Manager shall observe each of the Contractors of construction to determine if their work is in general conformance with their contract and endeavor to obtain satisfactory performance from each of the Multiple

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Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. The Construction Manager shall be responsible to physically obtain from contractors and subcontractors evidence of any required performance or payment bonds and required certificates of insurance prior to a contractor's or subcontractor's commencement of the work.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are multiple Subcontractors responsible for performing different portions of the Project, the Construction Manager shall: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all the Subcontractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified. If the Owner determines, in its reasonable discretion, that the Work is not satisfactory, the Owner may withhold payment for that portion of the Work until such time as the Owner becomes satisfied that the Work is satisfactory.

The Construction Manager shall provide to the Owner's designee a Draw Summary (for each project bid or awarded separately), for each pay request, showing each Contractor and the amount of payment approved by the Construction Manager in accordance with a schedule previously approved by the Construction Manager and the Owner's designee.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager 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 for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from

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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.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional 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, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager 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 of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager'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 Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project

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submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 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 identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner. The Construction Manager shall assemble all Contractor "as-built" drawings for purposes of the preparation of record drawings.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the

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Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

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

§ 3.3.30 For a period of one year after the Date of Substantial Completion, the Construction Manager shall act on behalf of the Owner to:

- .1 Coordinate and expedite the resolution of construction-related problems.
- .2 Coordinate and expedite the repair/replacement of items covered under guarantees/warranties.
- .3 Conduct a 10th month follow-up review of the complete facility to verify satisfactory performance of materials and systems.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

*(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Services	Responsibility (Construction Manager, 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 Measured drawings	Not Provided	
§ 4.1.2 Architectural interior design (B252™-2007)	Owner	
§ 4.1.3 Tenant-related services	Owner	

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§ 4.1.4 Commissioning (B211™-2007)	Owner	
§ 4.1.5 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Owner	

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

Additional services will be negotiated and agreed to prior to performance of services .

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager 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, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing; provided that Construction Manager's provision of services at School Board of Education or committee meetings at the request of the School Board during the course of this Agreement shall be considered as part of basic services;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager 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 Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager'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.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 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 Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

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## 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 the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 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 Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

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

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

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager'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 Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

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

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

§ 5.11 The Owner, the Architect and the Construction Manager shall endeavor to provide each other with prompt written notice if either party becomes aware of any fault or defect in the Project or non-conformance with the Contract

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Documents, provided that the Owner's failure or omission to do so shall not relieve the Construction Manager of its responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation, it being understood that it is the responsibility of the Construction Manager, and the Architect, not the Owner, to observe the Work.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 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 Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

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

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. 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 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

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§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, 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 Construction Manager 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.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 General

§ 8.1.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of issuance of the final Certificate for Payment.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager 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 A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, 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 Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager 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 Construction Manager's services, the Construction Manager 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 Construction Manager 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.

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§ 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 Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, 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)

(Paragraphs deleted)

#### ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager'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 Construction Manager, the Construction Manager 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 Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment in the amount of \$42,500.00, or lesser amount earned in accordance with proposal dated 9/30/13 as provided in subsection 11.1.1.

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§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

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

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager 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 Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager 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 provided, however, that the Construction Manager shall report to the Owner the presence and location of any hazardous material that the Construction Manager or Contractor has discovered.

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

§ 10.8 Unless disclosure is required by law, if the Construction Manager 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.

§ 10.9 If the Construction Manager is a corporation, each individual executing this Agreement on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said corporation, and in accordance with the by-laws of said corporation and that this agreement is binding upon said corporation in accordance with its terms.

§ 10.10 The Owner and Construction Manager endeavor to communicate all directions, instructions, approvals and confirmations between the Owner and the Construction Manager in writing and confirmed in writing by the Owner's Superintendent.

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## ARTICLE 11 COMPENSATION

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

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

Pre-Construction Services: \$42,500.00

§ 11.1.2 For Construction Phase Services in Section 3.3:

*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

General Conditions:	\$22,250.00/month lump sum without regard to actual costs (if manned with single field PM); or \$31,000.00/month lump sum without regard to actual costs (if manned with two field PMs) from the start of physical construction (i.e., erection of construction fence) and will continue until the end of one month after the final certificate of substantial completion is issued.
CM Fee:	3.15% of the sum of all subcontracts, purchase order contracts, consultant contracts, equipment rental contracts, monthly general conditions, insurance charges, reimbursable expenses and Additional Services.
Insurance:	0.85% of the sum of all prime contracts, purchase order contracts, consultant contracts, equipment rental contracts, general conditions charges, reimbursable expenses and Additional Services.

The monthly general conditions charge is intended to compensate Construction Manager for providing the following services, facilities and materials:

Director of Construction  
Field Project Manager  
Misc. Project Manager expense  
Project Administrative Assistant  
Project accounting  
Field office  
Field office, hauling, set up, removal, supplies and furniture,  
Temporary toilets  
Postage/Delivery  
Copier/computer  
Printing  
Temp. signs  
Telephone  
Drinking water  
Photographs  
Small tools  
Schedule  
Fire extinguishers

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

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Additional services will be negotiated and agreed to prior to performance of services.

§ 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 Construction Manager as follows:  
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Five percent ( 5.00%), or as otherwise stated below:

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

Employee or Category	Rate (\$0.00)
CEO / CFO	\$250.00/HOUR
Project Executive	\$200.00/HOUR
Director of Construction	\$175.00/HOUR
Chief Estimator	\$175.00/HOUR
Pre-Construction Manager	\$150.00/HOUR
Field Project Manager	\$125.00/HOUR
Asst. Field Project Manager	\$100.00/HOUR
Project Accountant	\$75.00/HOUR
Project Support	\$60.00/HOUR

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager'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; and
- .7 Professional photography, and presentation materials requested by the Owner.

(Paragraphs deleted)

Requests from the Construction Manager for reimbursable expenses will in all instances be accompanied by proof of invoice where applicable and shall not exceed actual out-of-pocket expenses or such authorized multiple of such expenses, as may be agreed upon by the Owner and the Construction Manager.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants.

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**§ 11.7 Payments to the Construction Manager**

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

**§ 11.7.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the  
(Paragraphs deleted)

maximum rate permitted by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.

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

**§ 11.7.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be kept in accordance with generally accepted accounting principles and 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 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.

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

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents:  
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

**§ 14.1** The Construction Manager in performing this Agreement shall comply with all applicable local, county, Illinois and federal laws and regulations, including without limitation those regarding the provision of student records and student confidentiality such as the Illinois School Student Records Act and the Family Educational Rights and Privacy Act and all statutory employment requirements, including, but not limited to, the provision of the "Illinois Human Rights Act" 775 ILCS 5/2-101 and the "Illinois Public Works Employment Discrimination Act," 775 ILCS 10/1.

**§ 14.2** The Project Manager and Superintendents shall be satisfactory to Owner and shall have not less than two years of experience and responsibility for field supervision of project(s) of comparable size and complexity.

**§ 14.3** The Construction Manager understands and acknowledges that its work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The Construction Manager

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

- .1 Evidence that each employee, agent, contractor or other person performing work on school property under this Agreement and having direct, daily contact with students was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;
- .2 The Construction Manager will provide the Owner, upon request, a copy of the criminal background check conducted on each such person. In the event the Construction Manager plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under its Agreement with the Owner then in that event the Construction Manager will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event the Construction Manager fails to comply with the provisions of this paragraph and 105 ILCS 5/1—21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the Construction Manager, then in that event, the Construction Manager agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Owner against any such claim.

§ 14.4 Construction Manager acknowledges that as an independent contractor of Owner it may be subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140/5-1 *et seq.*). As a result, it will comply with Owner's reasonable requests for documents Construction Manager possesses on behalf of Owner in order to comply with the FOIA.

§ 14.5 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract.

§ 14.6 The Construction Manager shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

§ 14.7 The Construction Manager shall cause to be erected and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations at the jobsite perimeter and notifying owners and users of adjacent sites and utilities.

§ 14.8 Prior to making any decisions related to value engineering or field changes, the Construction Manager shall consult with and obtain the consent of the Owner's designee.

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**BOARD OF EDUCATION OF GLEN ELLYN  
SCHOOL DISTRICT 41, DUPAGE COUNTY,  
ILLINOIS**

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