

6:00PM—Closed Session for Appointment, Employment, Compensation, Discipline,
Performance or Dismissal of an Employee(s) and Pending Litigation

BINA Hearing (waiting on wording)

COMMUNITY UNIT SCHOOL DISTRICT NO. 205

Board of Education

7:00PM—Monday, January 14, 2019

932 Harrison Street – Galesburg, IL

Regular Meeting

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

IV. RECOGNITION OF VISITORS

(This is the time when visitors may request to address the Board of Education on any item germane to the role and function of the Board of Education. When the Board President so directs, persons should stand, give their name and begin their statements. Persons are asked to refrain from making any personal comments regarding any individual. The Board President reserves the right to limit presentations to five minutes.)

V. PRESENTATIONS TO THE BOARD

A. Student Council

B. Recognition of GHS All State Musicians

C. Fearless Girls Presentation

VI. APPROVAL OF CONSENT AGENDA

A. Consider Approval of Minutes:

Monday, December 10, 2018, Regular Meeting

Monday, December 10, 2018, Closed Session

B. Consider Approval of Payroll and Claims

Balance Sheet

Treasurer's Report

Fund Balance Report

Revenue Report

Expense Report

Investment Performance Report

Accounts Payable

Check Register

Activity Accounts

VII. Focus Area #1: Relevant Skills that Lead to Employability

- A. Administrative Report on Curriculum
- B. Special Education Report
- C. Building Reports

VIII. Focus Area #2: Facilities That Assist in Skill Acquisition

- A. Building Study Committees
- B. Consider Approval of Amendment to Professional Services Agreement
- C. Consider Approval of Letter of Intent with Russell Construction
- D. Consider Approval of Health Life Safety Bonds (waiting on wording)
- E. Enrollment Report

IX. Focus Area #3: Responding to the Changing Needs of our Community

- A. Consider Approval of Transportation Bid
- B. Consider Approval of Baseball Summer Trip Requests

X. PERSONNEL

- A. Consider Approval of Job Descriptions
- B. Consider Approval of Personnel Report
- C. Grievance Update

XI. COMMENTS BY BOARD OF EDUCATION

XII. FUTURE AGENDA ITEMS

XIII. FUTURE MEETING DATE(S) AND TIME

- A. Monday, February 11, 2019, 7:00 PM

XIV. ADJOURN

AIA® Document B132™ – 2009

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

AGREEMENT made as of the Twelfth day of July in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

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

Galesburg Community Unit School District #205
932 Harrison Street
Galesburg, Illinois 61401

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

Legat Architects, Inc.
1515 5th Avenue, Suite 108
Moline, Illinois 61265

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

Galesburg Community Unit School District #205
932 Harrison Street
Galesburg, Illinois 61401

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

Russell Construction
4600 E 53rd Street
Davenport, Iowa 52807

The Owner and Architect agree as follows.

Blanket Services Agreement to be utilized for various facility improvements including, but not limited to renovations, additions, and construction of new schools.

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 C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. 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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User Notes:

(1747840728)

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Projects shall be defined in the approved Amendment to the Professional Services Agreement AIA G802-2017. Additional projects may be added over time, each project will require a unique amendment prepared on the AIA G802-2017 with a unique amendment number.

§ 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.)

To Be Determined (TBD)

§ 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.)

To Be Determined (TBD)

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

.1 Design phase milestone dates, if any:

To Be Determined (TBD)

Init.

.2 Commencement of construction:

To Be Determined (TBD)

.3 Substantial Completion date or milestone dates:

To Be Determined (TBD)

.4 Other:

To Be Determined (TBD)

.5 Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean business days and not calendar days. Business days shall not include Saturdays, Sundays, or Federal or State holidays.

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

☐ One Contractor

☒ Multiple Prime Contractors

☐ Unknown at time of execution

§ 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 (TBD)

§ 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.)

To Be Determined (TBD)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Dr. John Asplund, Superintendent
Galesburg Community Unit School District #205
932 Harrison Street
Galesburg, Illinois 61401

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

(List name, address and other information.)

§ 1.1.10 The Owner will retain the following consultants:

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

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- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

To Be Determined (TBD)

- .3 Land Surveyor:

To Be Determined (TBD)

- .4 Geotechnical Engineer:

To Be Determined (TBD)

- .5 Civil Engineer:

To Be Determined (TBD)

- .6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

To Be Determined (TBD)

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

Jeff Sandberg, AIA, Senior Architect/Project Manager
Legat Architects, Inc.
1515 5th Avenue, Suite 108
Moline, Illinois 61265

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

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§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To Be Determined (TBD)

.2 Mechanical Engineer:

To Be Determined (TBD)

.3 Electrical Engineer:

To Be Determined (TBD)

§ 1.1.12.2 Consultants retained under Additional Services:

To Be Determined (TBD)

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

Refer to project specific amendment.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

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

§ 2.6.1 Comprehensive General Liability

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits in accordance with the attached Certificate of Insurance.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit in accordance with the attached Certificate of Insurance.

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits in accordance with the attached Certificate of Insurance. The Architect shall maintain Professional Liability insurance for the duration of this Agreement and for two (2) calendar years after the completion of each Project.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval. The Owner shall defend, indemnify and hold the Architect harmless from any claims or demands arising out of directive or substitution made against the Architect's advice.

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

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

§ 3.1.9 The Architect has been engaged to provide professional design services because of its character, expertise, experience and qualifications in design and construction projects of educational facilities of similar scope and nature. Architect represents that it is knowledgeable in educational facilities construction, and shall exercise reasonable care and skill to comply with all applicable federal and state laws, rules, regulations, and specifications adopted by the Illinois State Board of Education and any other agency with authority over construction of school facilities in effect at the date of the certification of the plans and specifications. The Architect is responsible for every aspect of the design as to appropriateness for the intended use.

All services covered by this Agreement shall be performed by the Architect as may be necessary to accurately and completely perform Architect's services. Architect shall perform services utilizing that degree of skill and care utilized by prudent Architects in or related to the design of school facilities, and so that design is adequate for, or will accomplish its intended purposes. The Architect shall re-perform any Architectural services which fail to meet this standard. Architect shall prepare all Instruments of Service and Construction Documents to be consistent with the provisions of this agreement. Failure of the Architect to so perform shall entitle Owner to such damages and other relief as would be available in an action for negligence, including any foreseeable and consequential damages caused by loss of use, attorneys' fees, damage to the Owner's property including the work and the cost of providing replacement services.

The Architect shall exercise reasonable care to engage employees, engineers, consultants, subcontractors, agents, employees and officers who shall possess the experience, skill, knowledge, and character necessary to qualify them individually for the duties they perform, and who shall perform all services in conformity with the standards of reasonable care and skill with respect to the professional services which they are rendering. Said consultants shall carry professional liability insurance. The Architect assumes full responsibility for the acts, errors and omissions of its consultants.

§ 3.2 Schematic Design Phase Services

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

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling.

Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

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

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall develop and prepare (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms. The Architect shall include in the bidding forms, Conditions of Contract and Forms of Agreement between the Owner and the Contractor a requirement that

Contractors provide operation manuals and adequate training for the Owner's employees in the operation of mechanical, electrical heating and air-conditioning systems installed by the Contractors. The Architect shall submit to the Owner, for review by the Owner's legal counsel, all agreements and conditions prepared for submission to bidders, at least one (2) weeks prior to release of bidding information.

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

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals if the specific contract for supplies, materials, or work involving an expenditure is less than \$50,000; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction. Further, the Owner's Construction Manager, or in absence of a Construction Manager on a particular project the Architect, is primarily responsible for the preparation of bid documents, evaluation of proposals, and recommendation of the most appropriate qualified bidder in compliance with Illinois law. The applicable Illinois statute governing the bidding of public school construction is 105 ILCS 5/20.21 of the Illinois School Code.

§ 3.5.2 Competitive Bidding (Paragraph deleted)

§ 3.5.2.1 The Architect, after consultation with the Owner, shall prepare Bidding Documents which shall consist of bidding requirements and proposed Contract Documents. The proposed Contract Documents shall be subject to review and approval of the Owner's legal counsel.

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

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

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

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and

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.3 participating in negotiations with prospective contractors.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document 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 Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

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Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- 1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- 2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Owner's Construction Manager or in the absence of a Construction Manager on a particular project, the Architect shall obtain from the contractors and provide to Owner (1) mechanics lien waivers, (2) certified payroll statements and documentation from contractors per Illinois law and (3) sworn statements from contractors listing subcontractors and materialmen before issuing Payment Certificates, and, if such sworn statement or waivers cannot be obtained, then the Architect's Certificates shall be conditioned upon and subject to the receipt of such waivers. The Architect administratively shall require that the Contractors provide evidence, consistent with the Prevailing Wage Act, that it has paid or caused workers on the project to be paid the prevailing wage before issuing certificates for payments.

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

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment. Further, the Architect shall provide Owner with the original certificated Applications and Certificates for Payment.

§ 3.6.4 Submittals

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

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action

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

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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

§ 3.6.6 Project Completion

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

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

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

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	TBD	
§ 4.1.2 Multiple preliminary designs	TBD	
§ 4.1.3 Measured drawings	TBD	
§ 4.1.4 Existing facilities surveys	TBD	
§ 4.1.5 Site evaluation and planning (B203™-2007)	TBD	
§ 4.1.6 Building information modeling (B202™-2008)	TBD	
§ 4.1.7 Civil engineering	TBD	
§ 4.1.8 Landscape design	TBD	
§ 4.1.9 Architectural interior design (B252™-2007)	TBD	
§ 4.1.10 Value analysis (B204™-2007)	TBD	
§ 4.1.11 Detailed cost estimating	TBD	
§ 4.1.12 On-site project representation (B207™-2008)	TBD	
§ 4.1.13 Conformed construction documents	TBD	
§ 4.1.14 As-designed record drawings	TBD	
§ 4.1.15 As-constructed record drawings	TBD	
§ 4.1.16 Post occupancy evaluation	TBD	
§ 4.1.17 Facility support services (B210™-2007)	TBD	
§ 4.1.18 Tenant-related services	TBD	
§ 4.1.19 Coordination of Owner's consultants	TBD	
§ 4.1.20 Telecommunications/data design	TBD	
§ 4.1.21 Security evaluation and planning (B206™-2007)	TBD	
§ 4.1.22 Commissioning (B211™-2007)	TBD	
§ 4.1.23 Extensive environmentally responsible design	TBD	
§ 4.1.24 LEED® certification (B214™-2012)	TBD	
§ 4.1.25 Historic preservation (B205™-2007)	TBD	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	TBD	

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

To Be Determined (TBD)

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

Init.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One (1) visit every other week to the site by the Architect over the duration of the Project during construction

Init.

- 3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within the time frame identified in the amendment , through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. 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.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

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

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

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

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

§ 5.11 Although Owner has no duty to inspect the Work, Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service. Such knowledge or notice on the part of the Owner shall not relieve any party to this Agreement, or any person related to performance of the Work, of any obligation otherwise existing. Furthermore, this does not create any obligation on the Owner to observe the work, to inspect construction, or to be knowledgeable concerning techniques, construction methods, or the provisions of Construction Documents or Instruments of Service. The Architect shall immediately provide prompt written notice to the Owner if the Architect becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. The Architect shall promptly remedy any errors, omissions or inconsistencies in the Construction Documents or Architect's Instruments of Service, without additional charge to the Owner, including, if necessary, the cost of correction of errors and omissions.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

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

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress. Such access shall exclude school hours when students are present and/or school programs or activities are in session unless there is approval by the Owner who shall have sole discretion on providing such approval.

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 also includes eighty percent (80%) of the absolute value of alternate bids designed by the architect but not incorporated into the final project, reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. 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. For the purposes of calculating the Architect's fee and compensation, the Cost of Work shall not include any additions made by Change Order to the Construction Contract solely as a result of errors by the Architect or Architect's Consultants; nor shall it include any unused allowances or contingencies provided in the Construction Contract.

§ 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 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect 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 Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

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

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the

Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against 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 Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other

appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

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

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 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.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. The Architect shall not, in connection with any such assignment by the Owner, be required to execute any documents that in any way might, in the sole judgement of the Architect, increase the Architect's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event that the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until the Owner retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

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

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

ARTICLE 11 COMPENSATION

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

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

For Projects where the cost of the work is \$300,000 or less, the Architect will be compensated on a Time and Materials basis, see attached Schedule of Billing Rates, Exhibit B. Rates to be adjusted annually.

For Larger projects, compensation shall be a percentage of the Cost of Work, as follows:

Cost of Work between	\$300,000 to \$1,000,000:	10.0%,
Cost of Work between	\$1,000,001 to \$3,000,000:	9.5%,
Cost of Work between	\$3,000,001 to \$5,000,000:	8.5%,
Cost of Work between	\$5,000,001 to \$7,000,000:	7.5%,
Cost of Work between	\$7,000,001 to \$10,000,000:	7%,
Cost of Work between	\$10,000,001 to \$20,000,000:	6.75%,
Cost of Work between	\$20,000,001 to \$25,000,000:	6.5%,
Cost of Work between	\$25,000,001 to \$30,000,000:	6.25%,
Cost of Work between	\$30,000,001 and above:	6%.

A Project is defined as one complete bid package or drawing set inclusive of the entire scope of work and included in one bid package.

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

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

To Be Determined (TBD)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

Time and Material pursuant to Exhibit B.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

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

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	thirty	percent (	30	%)
Construction Documents Phase	thirty	percent (	30	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)

Total Basic Compensation	one hundred	percent (100	%)
--------------------------	-------------	-----------	-----	----

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

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are

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performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Refer to Exhibit B

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

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

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

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

§ 11.9 Compensation for Use of Architect's Instruments of Service

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

§ 11.10 Payments to the Architect

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

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon)

.5 % one-half of one percent per month

Init.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

12.3 The Architect agrees to fully comply with the requirement of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder. As required by Illinois law, in the event of the Architect's non-compliance with the provisions of this Equal Employment Opportunity provision, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Architect may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Architect agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service.
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Architect's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Architect in its efforts to comply with such Act and Rules, the Architect will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (e) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- (f) That it will permit access to all relevant books, records, accounts and work

Init.

sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

(g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract the Architect will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Architect will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as modified
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, by reference if completed, or the following:
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, by reference if completed, or the following:
- .4 Exhibits:
(List other documents, if any, including additional scopes of service forming part of the Agreement)
 - A. AIA Document G802-2017 Amendment
 - B. Time and Material Rate Summary
 - C. Architect's Certificates of Insurance

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

(Row deleted)
OWNER

ARCHITECT

Board of Education
Galesburg CUSD 205

BY:

Board President *(Signature)*

(Printed name)

ATTEST:

Board Secretary *(Signature)*

Legat Architects, Inc.

BY:

President *(Signature)*

(Printed name)

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User Notes:

(1747940728)

Additions and Deletions Report for AIA® Document B132™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the Twelfth day of July in the year Two Thousand Eighteen

...

Galesburg Community Unit School District #205
932 Harrison Street
Galesburg, Illinois 61401

...

Legat Architects, Inc.
1515 5th Avenue, Suite 108
Moline, Illinois 61265

...

Galesburg Community Unit School District #205
932 Harrison Street
Galesburg, Illinois 61401

...

Russell Construction
4600 E 53rd Street
Davenport, Iowa 52807

...

Blanket Services Agreement to be utilized for various facility improvements including, but not limited to renovations, additions, and construction of new schools.

PAGE 2

Projects shall be defined in the approved Amendment to the Professional Services Agreement AIA G802-2017. Additional projects may be added over time, each project will require a unique amendment prepared on the AIA G802-2017 with a unique amendment number.

...

To Be Determined (TBD)

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To Be Determined (TBD)

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PAGE 3

To Be Determined (TBD)

To Be Determined (TBD)

...

To Be Determined (TBD)

.4 Other:

To Be Determined (TBD)

.5 Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean business days and not calendar days. Business days shall not include Saturdays, Sundays, or Federal or State holidays.

...

[☒] Multiple Prime Contractors

...

To Be Determined (TBD)

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To Be Determined (TBD)

...

Dr. John Asplund, Superintendent
Galesburg Community Unit School District #205
932 Harrison Street
Galesburg, Illinois 61401
PAGE 4

To Be Determined (TBD)

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To Be Determined (TBD)

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To Be Determined (TBD)

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To Be Determined (TBD)

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To Be Determined (TBD)

...

Jeff Sandberg, AIA, Senior Architect/Project Manager
Legat Architects, Inc.
1515 5th Avenue, Suite 108
Moline, Illinois 61265
PAGE 5

To Be Determined (TBD)

...

To Be Determined (TBD)

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To Be Determined (TBD)

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To Be Determined (TBD)

...

Refer to project specific amendment.

...

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

PAGE 6

§ 2.6.1 Comprehensive General Liability with policy limits of not less than ~~—(\$—)~~ for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than ~~—(\$—)~~ combined single limit and aggregate for bodily injury and property damage in accordance with the attached Certificate of Insurance.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than ~~—(\$—)~~, in accordance with the attached Certificate of Insurance.

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than ~~—(\$—)~~ per claim and in the aggregate in accordance with the attached Certificate of Insurance. The Architect shall maintain Professional Liability insurance for the duration of this Agreement and for two (2) calendar years after the completion of each Project.

...

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval. The Owner shall defend, indemnify and hold the

Architect harmless from any claims or demands arising out of directive or substitution made against the Architect's advice.

PAGE 7

§ 3.1.9 The Architect has been engaged to provide professional design services because of its character, expertise, experience and qualifications in design and construction projects of educational facilities of similar scope and nature. Architect represents that it is knowledgeable in educational facilities construction, and shall exercise reasonable care and skill to comply with all applicable federal and state laws, rules, regulations, and specifications adopted by the Illinois State Board of Education and any other agency with authority over construction of school facilities in effect at the date of the certification of the plans and specifications. The Architect is responsible for every aspect of the design as to appropriateness for the intended use.

All services covered by this Agreement shall be performed by the Architect as may be necessary to accurately and completely perform Architect's services. Architect shall perform services utilizing that degree of skill and care utilized by prudent Architects in or related to the design of school facilities, and so that design is adequate for, or will accomplish its intended purposes. The Architect shall re-perform any Architectural services which fail to meet this standard. Architect shall prepare all Instruments of Service and Construction Documents to be consistent with the provisions of this agreement. Failure of the Architect to so perform shall entitle Owner to such damages and other relief as would be available in an action for negligence, including any foreseeable and consequential damages caused by loss of use, attorneys' fees, damage to the Owner's property including the work and the cost of providing replacement services.

The Architect shall exercise reasonable care to engage employees, engineers, consultants, subcontractors, agents, employees and officers who shall possess the experience, skill, knowledge, and character necessary to qualify them individually for the duties they perform, and who shall perform all services in conformity with the standards of reasonable care and skill with respect to the professional services which they are rendering. Said consultants shall carry professional liability insurance. The Architect assumes full responsibility for the acts, errors and omissions of its consultants.

PAGE 9

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of develop and prepare (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms. The Architect shall include in the bidding forms, Conditions of Contract and Forms of Agreement between the Owner and the Contractor a requirement that Contractors provide operation manuals and adequate training for the Owner's employees in the operation of mechanical, electrical heating and air-conditioning systems installed by the Contractors. The Architect shall submit to the Owner, for review by the Owner's legal counsel, all agreements and conditions prepared for submission to bidders, at least one (2) weeks prior to release of bidding information.

...

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; proposals if the specific contract for supplies, materials, or work involving an expenditure is less than \$50,000; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction. Further, the Owner's Construction Manager, or in absence of a Construction Manager on a particular project the Architect, is primarily responsible for the preparation of bid documents, evaluation of proposals, and recommendation of the most appropriate qualified bidder in compliance with Illinois law. The applicable Illinois statute governing the bidding of public school construction is 105 ILCS 5/20.21 of the Illinois School Code.

...

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

~~§ 3.5.2.1 The Architect, after consultation with the Owner, shall prepare Bidding Documents which shall consist of bidding requirements and proposed Contract Documents. The proposed Contract Documents shall be subject to review and approval of the Owner's legal counsel.~~

PAGE 10

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

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

PAGE 11

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Owner's Construction Manager or in the absence of a Construction Manager on a particular project, the Architect shall obtain from the contractors and provide to Owner (1) mechanics lien waivers, (2) certified payroll statements and documentation from contractors per Illinois law and (3) sworn statements from contractors listing subcontractors and materialmen before issuing Payment Certificates, and, if such sworn statement or waivers cannot be obtained, then the Architect's Certificates shall be conditioned upon and subject to the receipt of such waivers. The Architect administratively shall require that the Contractors provide evidence, consistent with the Prevailing Wage Act, that it has paid or caused workers on the project to be paid the prevailing wage before issuing certificates for payments.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment. Further, the Architect shall provide Owner with the original certificated Applications and Certificates for Payment.

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§ 4.1.1	Programming (B202™-2009)	TBD	
§ 4.1.2	Multiple preliminary designs	TBD	
§ 4.1.3	Measured drawings	TBD	
§ 4.1.4	Existing facilities surveys	TBD	
§ 4.1.5	Site evaluation and planning (B203™-2007)	TBD	
§ 4.1.6	Building information modeling (E202™-2008)	TBD	

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§ 4.1.7 Civil engineering	TBD	
§ 4.1.8 Landscape design	TBD	
§ 4.1.9 Architectural interior design (B252 ^{TAL} -2007)	TBD	
§ 4.1.10 Value analysis (B204 ^{TAL} -2007)	TBD	
§ 4.1.11 Detailed cost estimating	TBD	
§ 4.1.12 On-site project representation (B207 ^{TAL} -2008)	TBD	
§ 4.1.13 Conformed construction documents	TBD	
§ 4.1.14 As-designed record drawings	TBD	
§ 4.1.15 As-constructed record drawings	TBD	
§ 4.1.16 Post occupancy evaluation	TBD	
§ 4.1.17 Facility support services (B210 ^{TAL} -2007)	TBD	
§ 4.1.18 Tenant-related services	TBD	
§ 4.1.19 Coordination of Owner's consultants	TBD	
§ 4.1.20 Telecommunications/data design	TBD	
§ 4.1.21 Security evaluation and planning (B206 ^{TAL} -2007)	TBD	
§ 4.1.22 Commissioning (B211 ^{TAL} -2007)	TBD	
§ 4.1.23 Extensive environmentally responsible design	TBD	
§ 4.1.24 LEED® certification (B214 ^{TAL} -2012)	TBD	
§ 4.1.25 Historic preservation (B205 ^{TAL} -2007)	TBD	
§ 4.1.26 Furniture, furnishings, and equipment design (B253 ^{TAL} -2007)	TBD	

...

To Be Determined (TBD)

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1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
2. ~~(---) visits~~ One (1) visit every other week to the site by the Architect over the duration of the Project during construction
3. Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. ~~(---) Two (2)~~ inspections for any portion of the Work to determine final completion

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

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§ 5.7 ~~The~~ Upon written request 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.

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§ 5.11 ~~The~~ Although Owner has no duty to inspect the Work, Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service. Such knowledge or notice on the part of the Owner shall not relieve any party to this Agreement, or any person related to performance of the Work, of any obligation otherwise existing. Furthermore, this does not create any obligation on the Owner to observe the work, to inspect construction, or to be knowledgeable concerning techniques, construction methods, or the provisions of Construction Documents or Instruments of Service. The Architect shall immediately provide prompt written notice to the Owner if the Architect becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. The Architect shall promptly remedy any

errors, omissions or inconsistencies in the Construction Documents or Architect's Instruments of Service, without additional charge to the Owner, including, if necessary, the cost of correction of errors and omissions.

...

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress. Such access shall exclude school hours when students are present and/or school programs or activities are in session unless there is approval by the Owner who shall have sole discretion on providing such approval.

...

§ 5.1 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 also includes eighty percent (80%) of the absolute value of alternate bids designed by the architect but not incorporated into the final project, reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. 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. For the purposes of calculating the Architect's fee and compensation, the Cost of Work shall not include any additions made by Change Order to the Construction Contract solely as a result of errors by the Architect or Architect's Consultants; nor shall it include any unused allowances or contingencies provided in the Construction Contract.

PAGE 18

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

PAGE 19

☒ X Litigation in a court of competent jurisdiction

...

§ 8.2 Arbitration

~~§ 8.2.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.2.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.2.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.2.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

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

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

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

PAGE 20

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. The Architect shall not, in connection with any such assignment by the Owner, be required to execute any documents that in any way might, in the sole judgement of the Architect, increase the Architect's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

...

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event that the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until the Owner retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

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For Projects where the cost of the work is \$300,000 or less, the Architect will be compensated on a Time and Materials basis, see attached Schedule of Billing Rates, Exhibit B. Rates to be adjusted annually.

For Larger projects, compensation shall be a percentage of the Cost of Work, as follows:

Cost of Work between	\$300,000 to \$1,000,000:	10.0%
Cost of Work between	\$1,000,001 to \$3,000,000:	9.5%
Cost of Work between	\$3,000,001 to \$5,000,000:	8.5%
Cost of Work between	\$5,000,001 to \$7,000,000:	7.5%
Cost of Work between	\$7,000,001 to \$10,000,000:	7%
Cost of Work between	\$10,000,001 to \$20,000,000:	6.75%
Cost of Work between	\$20,000,001 to \$25,000,000:	6.5%
Cost of Work between	\$25,000,001 to \$30,000,000:	6.25%
Cost of Work between	\$30,000,001 and above:	6%

A Project is defined as one complete bid package or drawing set inclusive of the entire scope of work and included in one bid package.

...

To Be Determined (TBD)

...

Time and Material pursuant to Exhibit B.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

...

Schematic Design Phase	<u>fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>thirty</u>	percent (	<u>30</u>	%)
Construction Documents Phase	<u>thirty</u>	percent (	<u>30</u>	%)
Bidding or Negotiation Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (	<u>20</u>	%)

PAGE 22

Refer to Exhibit B

...

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

...

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

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

.5 % one-half of one percent per month

PAGE 23

12.3 The Architect agrees to fully comply with the requirement of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder. As required by Illinois law, in the event of the Architect's non-compliance with the provisions of this Equal Employment Opportunity provision, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Architect may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Architect agrees as follows:

(a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age,

order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service.

(d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Architect's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Architect in its efforts to comply with such Act and Rules, the Architect will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

(f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

(g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract the Architect will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Architect will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

PAGE 24

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition-Edition, as modified
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, by reference if completed, or the following:

...

- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, by reference if completed, or the following:

- .4 ~~Other documents:~~Exhibits:
(List other documents, if any, including additional scopes of service forming part of the Agreement)

A. AIA Document G802-2017 Amendment

B. Time and Material Rate Summary

C. Architect's Certificates of Insurance

OWNER *(Signature)*

Board of Education
Galesburg CUSD 205

BY:

Board President *(Signature)*

(Printed name)

(Printed name and title)

ATTEST:

ARCHITECT *(Signature)*

Legat Architects, Inc.

BY:

President *(Signature)*

(Printed name)

(Printed name and title)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Patrick J. Brosnan, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:07:13 ET on 12/12/2018 under Order No. 8290486757 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

LEGAT ARCHITECTS

SUSTAINABILITY | PERFORMANCE | DESIGN

Confidential Billable Rates

CLIENT Galesburg CUSD 205 DATE June 1, 2018

PROJECT TITLE District Architectural Services PROJECT NO. BD18 - 0138

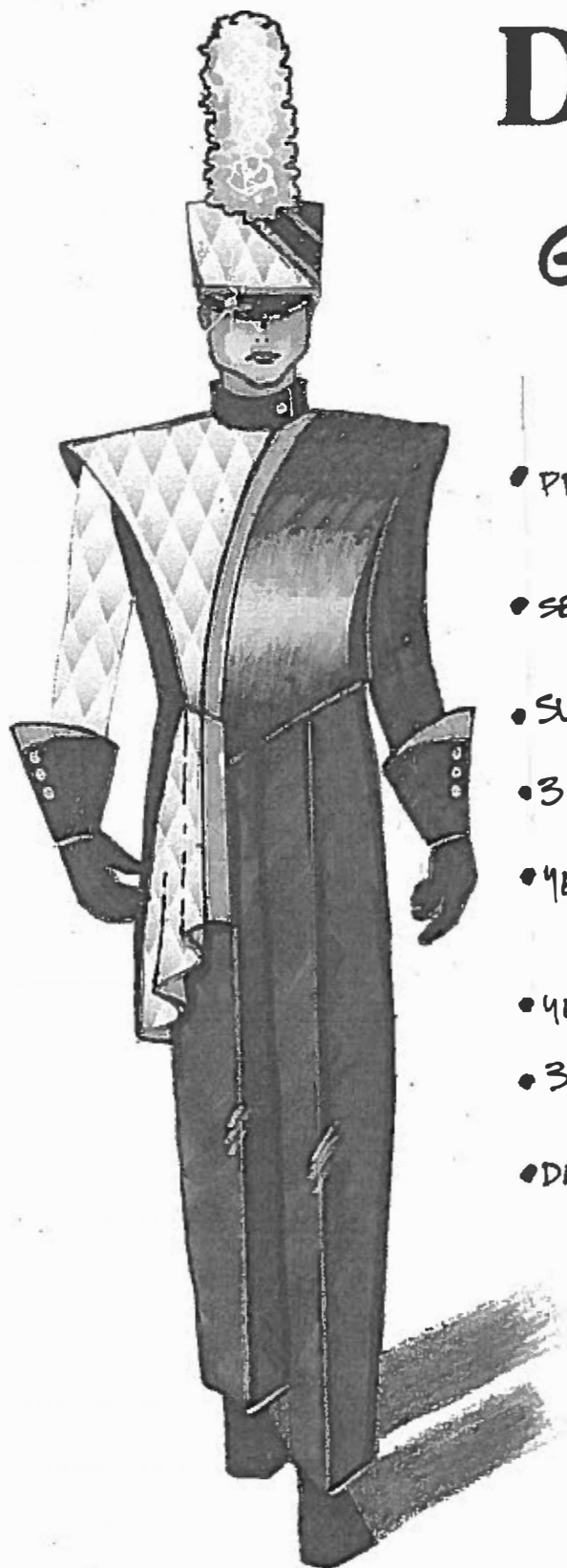
The following is the proposed confidential billable rates for the project team assigned to Galesburg School District 205, the order is based on the typical frequency of billing:

GALESBURG TEAM MEMBER		BILLABLE RATE
Jeff Sandberg, AIA,	Project Manager.....	\$ 165.00
Bryan Archibald, Assoc. AIA	Project Associate.....	\$ 135.00
Mitch Beck, Assoc. AIA,	Associate.....	\$ 90.00
Monique Taylor,	Interior Designer.....	\$ 110.00
Oversight and Specialists:		
Mark Siwik, AIA,	Building Envelope Specialist.....	\$ 155.00
Evan Menk,	Quality Assurance, Quality Control.....	\$ 165.00
Robin Randall, AIA,	Educational Planner	\$ 175.00
Patrick Brosnan, AIA	Project Principal.....	\$ 190.00
Maria Osterberg,	Project Coordinator/Clerical	\$ 65.00

Note:

Consultant billable rates will be provided based on specific projects.

These rates subject to change annually on December 31.



DeMOULIN[®]

GALESBURG, H.S.

DIRECTOR : ANDY EMPEY

SHUTTERSTOCK: 136 589 573

- PRINTED & BLK SHAKO WRAP W/
SILVER TRIM
- SEAMLESS / 1/2 PRINT / YELLOW WEST
- SUB DYE BLK TO LT GRAY TO BLK
- 3 BOLTS / SILVER W/ BLK TRIM
- YELLOW 1/2 SLEEVE W/ UNDER
CAP
- YELLOW FINS ON GAUNTLET
- 3 BTNS
- DRAPE: OPTIONAL

#2

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GRAY

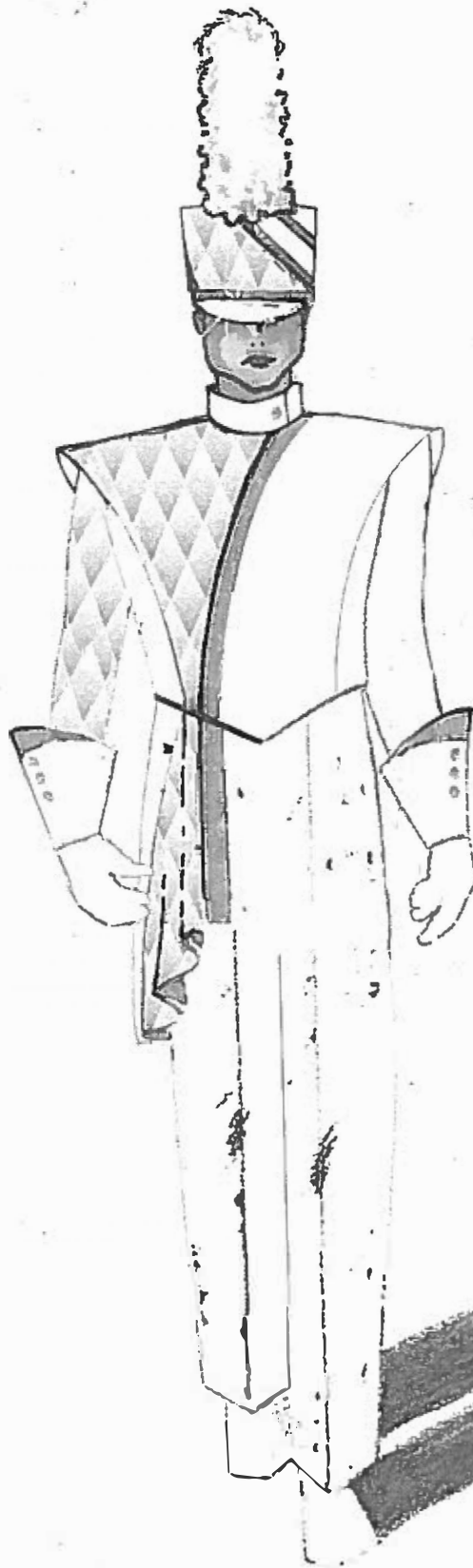
MICHAEL GRAY DESIGNS

DeMOULIN

GALESBURG, H.S.

DIRECTOR: ANDY EMPEY

SHUTTERSTOCK: 136589573



- PRINTED & BLK SHAKO WRAP W/
SILVER TRIM
- SEAMLESS / 1/2 PRINT / YELLOW WELT
- SUB DYE BLK TO LT GRAY TO BLK
- 3 BOLTS / SILVER W/ BLK TRIM
- YELLOW 1/2 SLEEVE W/ UNDER
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- 3 BTNS
- DRAPE: OPTIONAL

#2

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GRAY

MICHAEL GRAY DESIGNS

Invitation to Bid

Your company is hereby invited to submit a **BID QUOTATION ON THE ITEMS AND QUANTITY, AS DESCRIBED FURTHER IN THIS WRITTEN INVITATION. PLEASE RETURN THE** bid form page(s) with your official bid. If you are unable to submit a bid quotation at this time, and if you wish to remain on our list of potential suppliers, simply send us a written explanation.

The deadline for our receipt of your bid is:

Whereas considerable time and expense has gone into the preparation of the enclosed specifications, deviations are **NOT** anticipated. **DEVIATIONS MUST BE DOCUMENTED.** Unless fully documented, such deviations may **DISQUALIFY** a bidder at the discretion of the **BUYER.**

In setting forth these specifications it is the intention of the buyer to offer equal opportunity to all bidders. Styles referred to by number and the company name are for descriptive purposes only and are not restrictive. The buyer feels that specified styles, material, linings and sundry items are equally available to all reputable manufacturers.

Bidder is to furnish itemized quotations showing the cost of each item, the total price per uniform, and the total price of the entire order. Any allowance or cash discount for payment within a certain period before or after delivery is to be indicated on the bid; otherwise, it is presumed that payment is to be made on the basis of net 30 days.

The buyer reserves the right to accept or reject any or all bids in the best interest of the buyer. Factors to be considered when determining the best value for the buyer are to be quality of the garment, service and responsibility of the company and their representative, as well as price. Low bid is not necessarily to be awarded the contract.

Bidder is to furnish a full time sales representative to handle all details of the order. This includes measuring and servicing, "after the sale". Bidder is to provide name, address and phone number of representative or representatives who are to be responsible for handling the order.

In submitting your bid, specify the time required for delivery of the complete order after receipt of all details.

SAMPLES - Your bid, to be considered, is to be accompanied by a completed sample uniform in accordance to the exact specifications. Each bidder's interest in meeting these specifications is to be reflected in their willingness to manufacture this pilot sample and to make it available at the school prior to the time and date of the official bid opening. Exact samples are also required to insure that the district can expedite this purchase soon after the award. The sample uniform provided is to be a male size 38 regular.

The buyer reserves the right to inspect the workmanship of the sample, its inner construction in particular, and for this purpose will open the lining if necessary.

CONSTRUCTION AND MANUFACTURING SPECIFICATIONS

A. GENERAL

Coats, trousers, blouses and all major parts of the uniform are made to fit the nearest stock size from the information supplied by the company representative. This is done for a better year to year fitting program and allows more fitting flexibility. Exceptions are made on unusual sizes wherein the garment is cut and produced to the measurements taken by the company representative.

B. SHIPPING

Uniforms are to be shipped on wishbone style hangers. Hangers are to be hard plastic, not wood. Wooden hangers have a tendency to pick and pull the basic fabric, and they are not acceptable. The hangers must be bent and rounded at the top to allow the shoulder area of the garment to be spread and hung properly. Each uniform must be delivered in its own clear polyethylene bag to prevent soiling. Uniforms must be delivered in 200 lb. Test cardboard wardrobe containers, opening from the front, and having a metal bar reinforcement at the top with clasp to prevent hangers from disengaging from the metal structure. Each carton will be properly marked on the outside, with identification numbers of the uniforms contained in that specific carton.

C. IDENTIFICATION

Each major garment item is to have identification numbers sewn into the individual pieces to allow for quick and easy issuing. Coats, trousers, and blouses are to have woven numerals. Trousers are to include inseam and waist information for future reference; coats shall have chest size and length indicated on a linen ticket. The original order is to include a bound booklet with the numbers of each uniform corresponding to the particular size of that uniform, arranged from the smallest to the largest. Size information shall include chest size, height, weight, and inseam for each uniform. Bound in the identification record shall be a size chart for use as reference for purchase of future uniforms.

D. INSPECTION

All garments are to be carefully inspected before final packing and shipment. All thread ends to be picked and cut and specifications, trim and details to be critically checked for each individual garment before shipment. Buttons to be applied and sewn at that time.

E. VERIFICATION OF FABRIC PROCESSION

Any dacron/wool blend fabric from any vendor must be professional cold water and alcohol sponged, decated, and inspected. Bidder must submit in writing, certification that dacron/wool blend fabric will have undergone this fabric stabilization prior to manufacture of the uniforms. Also, such certification should be submitted in writing by an officer of the bidding company.

The company actually performing the stabilizing process must be indicated, with an individual or officer of said company to contact for verification of processing.

As dacron/wool garments having not undergone such processing can experience significant and excessive shrinkage, bidders not providing such a sponging treatment and certification in this bid will be disqualified.

F. SUSTAINABLE VERIFICATION CERTIFICATE

Any 14 oz Polyester fabrics must be certified by UTrust Verification Program and must be made from ECO-FRIENDLY textile products, developed from sustainable fibers.

A UTrust Verification Certificate must be attached to this bid or RFP Solicitation. This certificate must be signed by an individual or officer for UTrust.

Coat Specifications

1. PATTERNS

- a. Patterns are to be marked, graded, and cut using a computerized system to insure accuracy.
- b. Patterns are to cover a full range of sizes, including male, female, short, regular, long, and extra long from size 26 to 60.

2. INNERLINING

- a. The innerlining is the foundation of the coat and is to carry with it a complete limited lifetime warranty.
- b. The innerlining is to consist of 4 layers.
- c. The principle layer of the coat front is formed of preshrunk highly resilient natural hair canvas of 7.5 ounce per square yard. The hair content is 32% with 36% rayon, 29% cotton, and 3% polyester. The weft and filling yarns are spun from 45% hair, 50% rayon, and 5% polyester to provide superior shaping resilience and bounce. The Hymo canvas is cut and individually shaped to fit each coat, both the left and right coat fronts.
- d. The second layer is an additional chest piece of 4.53 ounces per square yard Monoflex. It is to be 6 " x 7 1/2" in dimension and darted in armhole area. This piece is specifically designed as a shoulder reinforcement in finely tailored garments to maintain the shape of the shoulder and chest area of the coat.
- e. The third layer is unique, being of the same natural hair canvas as the coat front, deeply darted in the upper armhole area to provide natural shape. It is wider than the Monoflex and extends deep into the coat front for resiliency in this area.
- f. The fourth layer, or felt chest piece area, is a heavy 4.2 ounces per square yard needle punched, supported felt. It extends 14" or more from the shoulder seam. Its shrink proof, non-woven characteristics adds more resilience to the chest and area below the armhole.
- g. The entire four-layered innerlining is sewn together with 18-21 rows of zigzag stitching.
- h. For white and translucent light colors of shell fabric, the innerlining is to be constructed as above with an additional top layer of white Poly-sil. This layer is used to prevent shadowing of the natural canvas through the outer shell fabric. It is to be 2.9 oz./sq. yd. and a construction count of 78 warp x 54 fill with a fiber content of 50% poly/50% preshrunk cotton.
- i. Under no circumstances is the Hymo and sewing operation to be substituted with a fusing or gluing operation.

j. Under no circumstances is a white synthetic coat canvas to be used as an innerlining, in lieu of the specified Hymo/Monoflex layers.

3. SHOULDER PADS

a. Shoulder Pads are to consist of heavy density, 100% PREMIUM grade preshrunk "Harsh" quality combed Indian cotton ("Harsh" quality being resilient, bouncy).

b. It is a large semi-oval shape, approximately 10" x 7" on extended shoulder patterns. Dimensions for regular shoulder patterns are to be approximately 4 1/2" x 7 1/2".

c. The entire pad is covered with a print cloth, and quilt stitched throughout to prevent wadding.

d. Shoulder Pads consisting of multiple layers of needle-punched preformed polyester are not acceptable.

e. Stay cloth is not acceptable for the shoulder pad, due to stiffness.

4. LINING

a. Coat linings are to be cut from a separate set of patterns designed specifically to fit the particular style of coat. Linings are not to be cut from coat patterns and then cut down.

b. Lining material is to be the highest quality BreatheFree Poly Twill. It contains moisture absorbing properties with immediate dry component. It will be non-toxic, perspiration resistant, color fast, and non-shrinkable. It is to be fully dry-cleanable.

c. Its composition is to be 124 warp x 72 fill and it is to meet government specifications.

d. There is a pleat down the center back in the shoulder area to allow fullness and access to buttons where applicable.

e. The lining is COMPLETELY sewn around the armhole, NOT just tacked.

5. PERSPIRATION SHIELD

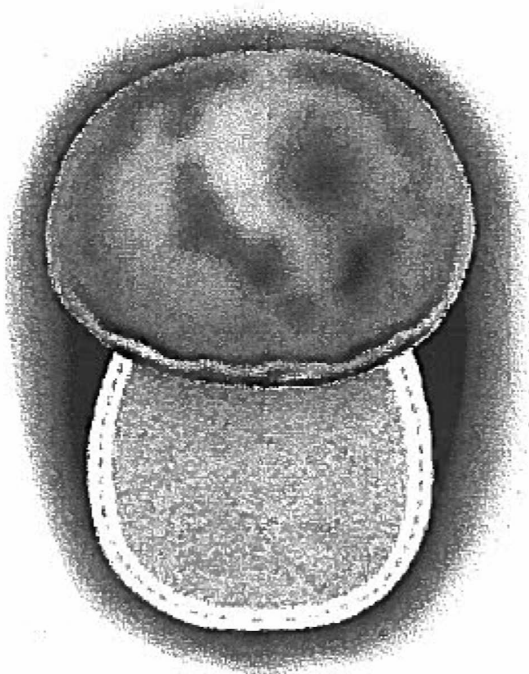
a. The perspiration shield is secured in the lower part of the armhole and is approximately 4" square.

b. It is made of an absorbent wool flannel, consisting of 85% wool and 15% nylon material. It is to be double sponged to prevent shrinkage.

c. The shield is edged all around with a pre-shrunk bias poly/cotton finishing tape and completely sewn into the armhole area. Merely "tacking" the shield to the lining is not acceptable.

d. Sweatshields will contain Sanogiene Anti-Microbial Protection. Sanogiene is an EPA approved patented technology providing the following properties: 1. Controls and resists odors 2. Retards the growth and action of bacterial odors 3. Mildew resistant 4. Prevents microbes from degrading uniform construction 5. Long-lasting in excess of one hundred launderings In addition, the staining, degradation and loss of the performance properties of textile fibers are often the result of microbial attack. Sanogiene finish protects the fabrics from microbial contamination and growth. Sanogiene is an EPA registered product and meets requirements for US anti-microbial registration.

e. Shields made of scraps from cutting the outer coat whipcord fabric are not acceptable.



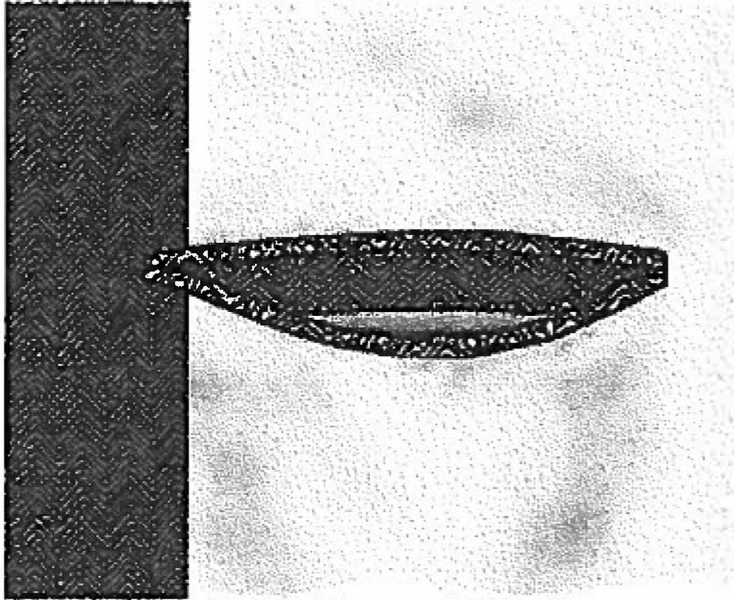
6. POCKETS

a. All inside pockets are to be cut, sewn, and turned automatically with a double piped lock-stitch machine and reinforced with a non-woven fabric.

b. Pockets are to be constructed with hidden inside bartacks with welts of the same outer fabric as the coat.

c. There is a 1 1/2" whipcord fabric extension down into the pocket, from the opening edges.

- d. Pocketing material is to be 70/30 poly/cotton, 50/50 in the warp and 100% poly in the fill.
- e. Pocket is to be "bagged" with no open seams at the bottom.
- f. Pockets made of lining or lightweight material are not acceptable.



7. TAPING

- a. Seams which are subject to usual stress, are to be taped with a preshrunk cross-wound cotton tailoring tape.
- b. Areas to be taped are down the inside coat front, extending around bottom sides and back, and around the armhole. There must be a 3-4" area at the upper back shoulder area of each sleeve seam, where the cloth tape is omitted. This allows proper "Stretch" across the shoulders during arm lift maneuvers.

8. SLEEVES

- a. The bottom half of the armhole is machine lock-stitched to give the greatest strength in this high stress area.
- b. Sleeves are to be cut utilizing a 60/40 pattern per fine tailoring or 50/50 split sleeve upon request. They will be pitched forward 3-4 degrees in the armhole to allow for the arm-lift associated with playing a musical instrument.

c. The cuff, or hem, is to have a generous 2 1/2" turn-under consisting of fabric and lining secured and constructed to allow easy altering of sleeve length. This is done utilizing an "easy alter" chain stitch.

d. On request, an adjustable hem feature is available. The Braided Poly Propylene Snap-Tape shall extend from the bottom of the hem 7" with a total of 5 male snaps and 5 female snaps (10 total snaps) and will be centered on both seams. This allows a 1/2" of adjustability with each snap for a total adjustment capability of 4 1/2". The snap tape will be back-tacked on each end with a 3/8 – 1/2" tack.

9. SHOULDER LOOPS

a. Shoulder loops are to be die-cut to insure uniformity and are cut in two pieces.

b. Shoulder loops are to be reinforced on each layer with heavy Pellon.

c. They are sewn together on the inside, turned, and top-stitched all around the edge for body and durability.

d. All buttons for attachment of shoulder loop and accessory items will be reinforced with backing buttons.

10. TRIM

a. Coat front trim (braid, welts, appliques, embroidery, etc.) is to be applied only through the outer fabric. That is, it is NOT to be sewn through the chest piece four layer innerlining, nor the polyester twill coat lining. All trim is to be sewn before the lining is joined to the coat.

b. Any trim using 1/4" unfilled tubular braid is to be applied with a FB or FBN corn straight 2 needle machine, then it is applied in cloverleaves, turned edges or other circular designs. The benefits of such application provide that the trim (A) lays flat to the fabric surface, and that (B) the stitching is equidistant from each edge along the entire border of the trim. Using a single needle stitch sewn twice is not acceptable. Trim applied with only one single needle stitch in the center is not acceptable.

11. HARD COLLAR

a. The inner core foundation of the standing collar is .014 Mylar.

b. There is a laminated layer of non-woven Pellon P15 on the inboard side of the entire foundation.

c. A stainless steel riveted hook and eye is to be the front closure. The hook and eye are riveted through the Mylar, Pellon and two layers of collar lining material. It is to be placed at the optimum angle to insure proper tension and comfort.

d. A "sewn" hook and eye is not acceptable.

e. The collar lining consists of two layers of Burlington Mills Cramerton fabric, which is 65% polyester and 35% combed cotton, pre-shrunk and non-wicking.

f. Seven male gripper snaps are placed through both layers of the collar lining material. The snaps are supported on the inside by the laminated non-woven Pellon which also serves as a protective layer between the Mylar and the snaps. Female gripper snaps applied to the collar lining are unacceptable.

g. The outboard side of the standing collar is to be covered with a whipcord fabric, as specified by the design specifications.

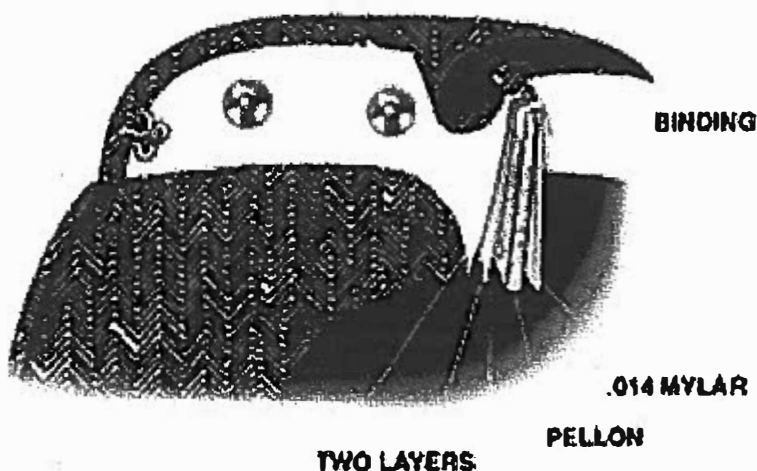
h. The top edge of the Mylar base is bound with Cramerton fabric and has a finished welted seam on each side. The whipcord fabric is doubled over the top of Mylar base, along with the two layers of collar lining, and stitched along the top edge. This 5-layer construction results in a "beaded" edge and serves as a protection all along the top edge of the liner. This is accomplished with a SINGLE row of locked stitching through the Mylar base.

i. A single layer of fusing tape or bridle-tape is not sufficient protection in this area and is not acceptable.

j. The bottom edge of the standing collar is to be sewn through and through, to attach the double layers of Cramerton lining to the outer layer of whipcord. This row of stitching is immediately below the bottom edge of the Mylar foundation.

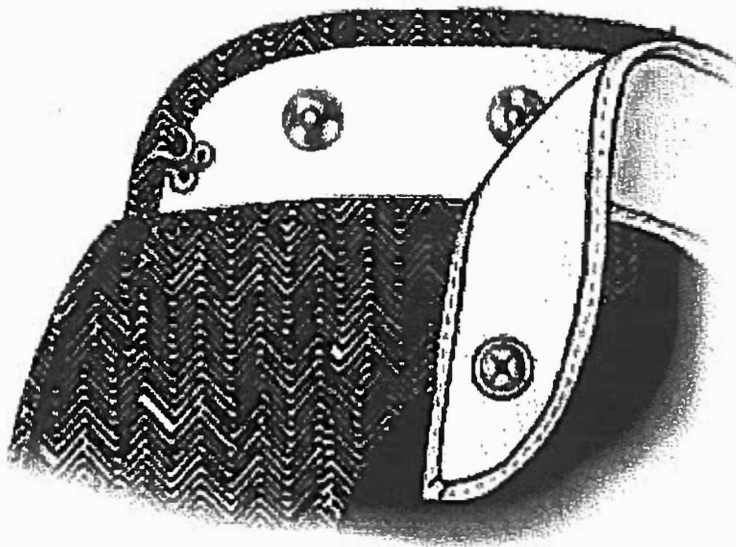
k. Construction of the collar in this manner provides the most dimensionally stable garment, without the additional rows of needle holes.

l. Braid trim, fabric welt, and embroidery are to be applied to the outer fabric of collar before assembly. This prevents sewing the trim "through" the Mylar core with additional rows of needle holes.



12. COLLAR LINER

- a. The fabric used in the construction of the washable snap-in, replaceable liners is two layers of VISA treated polyester whipcord. The VISA treatment offers soil release properties in this washable part of the garment.
- b. The liner is to be die-cut in a curve to allow it to lie properly against the neck of the wearer.
- c. There are seven female gripper snaps evenly spaced and secured through both layers of liner fabric. These are to match up with male gripper snaps on collar lining.
- d. The top, bottom and rounded side edges of collar liner is to be bound with a finished binding of non-absorbent Cramerton fabric.
- e. There is to be a bartack at each end of the binding.
- f. The liner is to be positioned to extend 1/8" above the whipcord collar fabric.
- g. Each liner is to be sized to corresponding collar and numbered to match coat size.



13. SOFT COLLAR

- a. Soft collars, lapels, and outer pocket flaps are to be hand shaped and cut according to fine quality tailoring practices.
- b. Bridle tape is to be placed at the lapel roll, to retain smooth lines and afford a permanent shape.
- c. Under-collar felt is to be pre-biased 50% wool/50% Rayon composite.

d. All edges are to be topstitched (with the exception of satin lapels) through and through, from the facing edge through coat front lapels and collar to the opposite edge. Topstitching is to be 1/8" from edge.

14. SEAMS

a. Coat is to be completely machine stitched except in areas where specific tailoring requires other methods.

b. The ends of all seams are to be backstitched not less than 1/4".

c. Coat back is tailored with either a 2-piece back or 4-piece back, if needed, to facilitate insertion of contrasting color panels, trim, etc.

15. THREAD

a. Threads for seaming are to be 50/3 cotton wrap core thread, 70/2 poly wrap core thread, or 100/2 poly wrap core thread based on the strength requirements of the type of seam.

b. All threads are to be heat resistant, vat dyed, sun-fast, dry-cleanable and moisture proof.

16. BUTTONS/BUTTONHOLES

a. High-quality metal buttons are to be used where specified and are to be attached by sewing, ring and washer, or toggle and washer.

b. Buttonholes are to be manufactured using the cut-first method. The hole is to be cut-first, and the edge is to be covered with gimp and twist to cover the fabric and inner canvas edge. The back of the buttonhole is to be closed with a bartack reinforcement.

17. ZIPPERS

a. Zipper is to be heavy-duty brass with an auto-locking pull-slide. Tape is to be 9/16".

b. Zipper is to be bartacked top and bottom and sewn to facing surface, not sandwiched in between shell fabric and facing.

18. FUSING

a. Certain trim designs call for added reinforcement. This is to be done with Thermal Bond non-woven polyamide 100% polyester 1.8oz/sq.yd fusible. It is to "tear away" from areas not covered with braid or other trim.

b. Use of Pellon SF134 as reinforcement for trim is unacceptable.

c. The entire coat front outer fabric is to be reinforced, in addition to the "traditional" sewn innerlining, whenever looped braid designs are specified.

d. When sleeve cuff trim is utilized, the lower sleeve is to be reinforced from the cuff bottoms, up as needed.

19. WASHABLE OPTION

a. Buyer may opt to change the coat specifications to be a washable item. The coat will have washable shoulder pads and will be fully lined. Front inner foundation, sleeve heads, and underarm shields may be omitted.

BIBBER TROUSER SPECIFICATIONS

1. PATTERNS

- a. Bibber trousers are to be cut in a full-length pattern, allowing extra fullness at the waist area to accommodate a generous fit throughout the range of sizes.
- b. They are to utilize both MALE and FEMALE patterns.
- c. There are to be two darts in the seat and waist area, measuring approximately 10" on a 38R sample.

2. SHOULDER STRAPS

- a. Bibber is to be adjustable at the shoulders by means of a one-piece molded indestructible polymer slider.
- b. Slider is to be permanently fixed to the double-ply shoulder straps.
- c. Straps are turned and finished with a lockstitch on each edge, set in 1/8".
- d. Width of shoulder strap is to measure no less than 1 1/2" and be a minimum of 14" in length for maximum adjustability.

3. INNERFACING

- a. The upper portion of the bibber is to have a generous innerfacing front and back will all exposed fabric edges tightly serged to prevent raveling.

4. FRONT CLOSURE

- a. The inside of the right fly is to be lined with a layer of durable polyester cotton material. It is to extend beyond the four-way crotch assembly.
- b. The left fly is to be reinforced with Pellon SF134W to provide permanent shape retention and durability. It is to be bound with a preshrunk, bias cut, tape for appearance and durability.
- c. There are to be three bartacks at the base of the fly for additional reinforcement; two vertical bartacks on the lower front fly interior and one horizontal bartack at the bottom of the lower front fly exterior.
- d. The fly zipper is to be SOLID BRASS of Y.K.K. quality. There is to be a #3 hardened brass wire stop at the base of the zipper.
- e. The front fly is to be secured at the top of the waistband with two stainless gripper snaps; placed above the zipper terminal. "Hook flex" is also available, if requested.

5. CROTCH

- a. There is to be a "four-way" crotch reinforcement consisting of 50/50% polyester-cotton pocketing cut on the bias for strength.
- b. There are to be four, two-ply sections, one on each side of the fly, seat seam and inseams.
- c. Crotch area is to be clean finished with no extra fabric extending from tops of inseams.
- d. Trousers having merely a two-way reinforcement or no reinforcement at all, are not acceptable.

6. LEGS

- a. Trouser legs are to be finished at the bottom with a 3" turn under to allow alteration for future growth.
- b. Legs are cut straight down from the knee, resulting in a circumference of 19" at the finished bottom edge (standard 38R size).
- c. The hem is to be taped all around with a pre-shrunk bias polycotton finishing tape, then blind stitched for appearance and ease of alterations. Taping all around provides a clean finished edge for full length use, as well as protecting the fabric edge completely. Simple flat taping with a rayon hem tape is unacceptable.
- d. Striping is centered over the outseam and NOT sewn into the seam. It is to run the full length of the leg, including the turn-up allowance at the bottom edge. It is to be finished "flat" at the cuff turn under edge, not folded under the edge.
- e. The outseam of each trouser leg is to be a triple safety serged seam, or "blue jean" stitch. This type of seam is much stronger than the traditional "busted" seam and adds strength and stability to the "stripe side" of the leg. Flat pressed or "busted" seams in this area are unacceptable.

- f. The inseam of each leg is to be a flat pressed or "busted" seam whereby both ends of the fabric are lockstitched together and pressed back flat. This is necessary to facilitate alteration of the trouser within the seat and upper thigh area.
- g. On request, an adjustable hem feature is available. The Braided Poly Propylene Snap-Tape shall extend from the bottom of the hem 12" with a total of 11 male snaps and 11 female snaps (22 total snaps) and will be centered on both inseam and outseam. This allows a 1/2" of adjustability with each snap for a total of 11" of adjustability. The snap tape will be back-tacked on each end with a 3/8 - 1/2" tack. Sideseams will be "clean finished".

7. SERGING

- a. All edges of seams and outlets are to be serged in a professional, high quality manner, eliminating the possibility of raveling.

8. THREADS

- a. Threads for seaming are to be 50/3 cotton wrap core, 70/2 poly wrap core, or 100/2 poly wrap core, based on the strength requirements of the type of seams.

9. POCKETS

- a. FOB watch pockets, when specified, are to be the same precreased pocket and are to be bartacked at the two upper corners.
- b. Pocketing material is to be 70/30 poly cotton; 50/50 in the warp and 100% poly in the fill.
- c. Pockets constructed in a "sandwiched" or "bagged" fashion are unacceptable.

Headwear Specifications

1. SHAKO

All shako products both fur and West Point styles are to be manufactured to Ashley quality standards as follows:

Hats must have securely sewn construction using no brads or staples in shell to create discomfort. The bottom bands are to be tucked and sewn (not stapled) to insure against pulling out or frayed edges. The back seam must be double reinforced 1" from the top and 1" from the bottom. The drawstrings are to be polypropylene tipped and are extra long.

The inside shells must be made of high density polyethylene to guard against cracking and to increase comfort to the wearer. The lack of this will produce a brittle shell composition and consequently an inferior base, subject to a number of problems in both high and low climate extremes. All units are packaged in a "strong box" case. Plume sockets when requested are made of unbreakable polyethylene.

Special shako features must include heavier eyelets with washers on the back in the sweatband to strengthen the lace holes and protect against ripping and tearing of the holes in that sweatband. The back seam is double reinforced to strengthen and guard against splitting, tearing or exposing the inner shell during changes in weather conditions. The outer covering whether vinyl or fabric is used, must be fastened to the shell by bartacking before applying the sweatband. This prevents the staples from weakening the shell or causing discomfort to the wearer. The visors are to be constructed of laminated materials or molded polypropylene and must be sewn on to insure against cracking and discomfort. All buttons are metal only with reinforced back and extra long prongs. No soldered or plastic buttons are acceptable. The plasti-pak "strong box" is to be composed of high density polypropylene and capable of withstanding 300 pounds of pressure. It is to be weather resistant, snap-latched with an injection molded body and handle.

Fur covered shakos will have an imitation bearskin covering with approximately 1" pile. Fur is to be 75% acrylic and 25% modacrylic with 100% poly backing. Weight is 27 oz. per yard. This material meets flammability requirements and is washable.

UNIFORM MANAGEMENT SYSTEM

The band uniform order is to be accompanied by a Uniform Management System program with the following features:

Customer information is available via:

Uniform Management System program - CD or Internet Download
Customer Data - Internet Download

The Uniform Management System will manage student information regarding the assignment of band uniforms and is alterable on a continuing basis as sizing needs change. The program will contain an AUTO-ASSIGN feature which automatically assigns uniform pieces to the students based on their entered measurements. In addition, the student database will include full contact information for student and guardian, and will possess the ability to generate address labels and garment bag identification tags. The system will also produce student uniform rental/usage agreements as per needed. The software will be compatible with Microsoft Windows XP, Microsoft Windows Vista, and Apple Mac OS X (PowerPC and Intel). The Uniform Management System must provide ONLINE/TELEPHONE technical support FREE OF CHARGE. Software updates will be available 24 hours a day, 7 days a week via the internet site.

DEVIATION FORM

In the event that the undersigned Bidder intends to deviate from the specifications by utilizing any materials, items, treatments, finishes, inner construction, tailoring details, etc., contrary to those listed as standards in the specifications, the bidder is to fully document and list each deviation in complete detail including reasons for the deviation. General statements are not acceptable. Furthermore, these deviations are to be approved in writing.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying bid meet all construction specifications.

If deviations are found on said sample, and not listed, the bidder is to be disqualified!

Company: DeMoulin Brothers & Company

Signed : 

Date: 12-17-2018

Title: President

BIDDERS EVALUATION FORM

All bidders are to complete this form in order to complete the evaluation of the bids. In conjunction with price, the award of the bid is to be based on the quality of the uniform sample, experience of the manufacturer, the reputation of the manufacturer, and ability to provide necessary service.

Name of Manufacturer Bidding: DeMoulin Brothers & Company
Address: 1025 South 4th Street
Greenville, IL 62246
Telephone No.: 800-228-8134

1) Experience: Number of years the company has been in business: 127

2) References: (a) List (5) five accounts presently wearing band uniforms manufactured by company. Uniforms should be 3 or more years old.

See attached

(b) Bidder shall submit copy of written warranty.

Local Representative Name: Michael T. Coling
Address: 1025 South 4th Street
Greenville, IL 62246
Telephone: 618-690-2448

Customer Name	City	ST	Purchase Years
Centennial High School	Champaign	IL	(11, 12, 14, 15)
Plainfield High School	Plainfield	IL	(15)
Astoria High School	Astoria	IL	(11)
Grant Community High School	Fox Lake	IL	(11, 15, 17, 18)
Bloomington Jr High School	Bloomington	IL	(10)
Reed-Custer Middle High School	Bradwood	IL	(14, 16)
Monticello High School	Monticello	IL	(12)
Joliet West High School	Joliet	IL	(11, 12, 14, 15)
Pekin Community High School	Pekin	IL	(10, 14, 15, 16)
Illinois Valley Central HS	Chillicothe	IL	(09, 11, 12)
Danville High School	Danville	IL	(13, 16, 17)
Joliet Central High School	Joliet	IL	(17)
Mahomet-Seymour High School	Mahomet	IL	(16)
Washington High School	Washington	IL	(17)
Wheeling High School	Wheeling	IL	(14)
West Aurora High School	Aurora	IL	(18)
William Fremd High School	Palatine	IL	(10, 14, 18)
Palatine High School	Palatine	IL	(13)
Canton High School	Canton	IL	(12)
Normal Community High School	Normal	IL	(18)
Dunlap High School	Dunlap	IL	(17, 18)
Gibson City-Melvin-Sibley HS	Gibson City	IL	(18)
Lisle Sr. High School	Lisle	IL	(11, 12, 13, 15, 16, 18)
Prospect High School	Mount Prospect	IL	(09)
United Township High School	East Moline	IL	(18)
Elk Grove High School	Elk Grove Village	IL	(10, 13, 15, 16)
Naperville Central High School	Naperville	IL	(10, 11, 12, 13, 14, 15, 16, 17, 18)
Bradley-Bourbonnais High School	Bradley	IL	(10, 15)
Kewanee High School	Kewanee	IL	(17)
Ottawa Township High School	Ottawa	IL	(12, 13)
East Peoria High School	East Peoria	IL	(13, 14, 15)
Belvidere High School	Belvidere	IL	(15)
J. B. Conant High School	Hoffman Estates	IL	(14, 17, 18)
Peacock Jr. High School	Itasca	IL	(11, 12)
Rolling Meadows High School	Rolling Meadows	IL	(09, 16)
Rock Island High School	Rock Island	IL	(15)
Kaneland High School	Maple Park	IL	(12, 14, 16)
Lake Zurich High School	Lake Zurich	IL	(09, 10, 12, 14)
Limestone High School	Bartonville	IL	(11, 17, 18)
Joliet Public Schools District #86	Joliet	IL	(09, 10, 11, 12, 13, 14, 16, 17)
Schaumburg High School	Schaumburg	IL	(09, 11, 14, 15)
Coal City High School	Coal City	IL	(15)
Naperville North High School	Naperville	IL	(10)
Midwest Central High School	Manito	IL	(12, 13, 17)
Havana High School	Havana	IL	(09)

Customer Name	City	ST	Purchase Years
Hadley Jr. High School	Glen Ellyn	IL	(13, 15)
Batavia High School	Batavia	IL	(11, 12)
Northbrook Jr High School	Northbrook	IL	(11, 13, 15)
Glenwood High School	Chatham	IL	(14, 15)
Carl Sandburg High School	Orland Park	IL	(09, 17)
Barrington High School	Barrington	IL	(17)
Naperville Municipal Band	Naperville	IL	(14)
LeRoy High School	LeRoy	IL	(10)
Aurora East High School	Aurora	IL	(14, 15, 16, 17, 18)
Stockton High School	Stockton	IL	(18)
Maroa-Forsyth High School	Maroa	IL	(12)
Eisenhower High School	Decatur	IL	(15)
Clinton Jr. High School	Clinton	IL	(13, 14)
University High School	Normal	IL	(12, 17, 18)
Illini West High School	Carthage	IL	(12, 18)
New Berlin High School	New Berlin	IL	(17)
Genoa-Kingston High School	Genoa	IL	(10, 16)
Belvidere Central Middle School	Belvidere	IL	(09, 10)
Addison Trail High School	Addison	IL	(11, 12, 15)
Prophetstown High School	Prophetstown	IL	(15)
Hampshire High School	Hampshire	IL	(12, 13, 14, 16, 17, 18)
Jane Addams Middle School	Bolingbrook	IL	(14, 18)
Western Illinois University	Macomb	IL	(11, 12, 14, 18)
Minooka High School	Minooka	IL	(10, 13, 14, 16, 17, 18)
Springfield High School	Springfield	IL	(12)
Rochester High School	Rochester	IL	(09)
Lyons Twp. High School	LaGrange	IL	(13, 14, 15, 16, 17, 18)
Geneseo High School	Geneseo	IL	(16)
Tremont High School	Tremont	IL	(14)
Clinton High School	Clinton	IL	(09, 18)
Kankakee High School	Kankakee	IL	(14)
John Hersey High School	Arlington Heights	IL	(18)
Ansar Temple	Springfield	IL	(10)
Williamsville High School	Williamsville	IL	(15)
Auburn High School	Auburn	IL	(18)
McHenry East High School	Mc Henry	IL	(16, 17)
Hinsdale South High School	Darien	IL	(11)
Reed Custer High School	Braidwood	IL	(14, 16)
Shepherd Middle School	Ottawa	IL	(17)
Macomb High School	Macomb	IL	(11, 17)
Metamora High School	Metamora	IL	(14)
Streator High School	Streator	IL	(18)
Riverside Brookfield HS District 208	Riverside	IL	(14, 18)
University of Illinois	Champaign	IL	(09, 12, 13, 15, 18)
Huntley High School	Huntley	IL	(17)

Customer Name	City	ST	Purchase Years
Romeoville High School	Romeoville	IL	(09, 10, 18)
Illinois State University/School of Music	Normal	IL	(16, 17, 18)
Troy Middle School	Plainfield	IL	(10, 18)
Homewood-Flossmoor High School	Flossmoor	IL	(11, 12, 13, 14, 15, 17, 18)
J Sterling Morton West High School	Berwyn	IL	(16)
Seneca High School	Seneca	IL	(10, 14)
Mannheim Middle School	Melrose Park	IL	(12)
Warsaw High School	Warsaw	IL	(16)
Mt. Zion High School	Mt Zion	IL	(13)
H. D. Jacobs High School	Algonquin	IL	(10, 11, 13, 16, 18)
Notre Dame High School	Peoria	IL	(13, 15, 16, 17)
Geneva High School	Geneva	IL	(10, 15)
Bremen High School	Midlothian	IL	(16)
Larkin High School	Elgin	IL	(16)
Sycamore High School	Sycamore	IL	(13)
Bolingbrook High School	Bolingbrook	IL	(11, 12, 18)
Waubensie Valley High School	Aurora	IL	(13, 14, 15, 16, 17, 18)
Neuqua Valley High School	Naperville	IL	(09, 10, 11, 12, 13, 14, 15, 16, 17,
LaSalle-Peru Township High School	LaSalle	IL	(09)
Waukegan High School	Waukegan	IL	(12)
Wheaton-Warrenville South H.S.	Wheaton	IL	(16)
Eastland High School	Lanark	IL	(12, 13)
Marmion Academy	Aurora	IL	(11)
Central High School	Hinsdale	IL	(09, 11, 12, 14, 15, 17, 18)
Crete-Monee High School	Crete	IL	(12, 14, 15, 16, 17, 18)
Wheaton North High School	Wheaton	IL	(16, 18)
Thornton High School	Harvey	IL	(13)
Orion High School	Orion	IL	(11)
St. Joseph-Ogden High School	Saint Joseph	IL	(15)
Hillcrest High School	Country Club Hills	IL	(16)
Streamwood High School	Streamwood	IL	(14, 17, 18)
Tinley Park High School	Tinley Park	IL	(16, 17)
Maine Twp. East High School	Park Ridge	IL	(12, 14, 16)
Lincoln Comm. High School	Lincoln	IL	(13)
Knoxville Jr. High School	Knoxville	IL	(13)
Humphrey Middle School	Bolingbrook	IL	(17)
West Chicago High School	West Chicago	IL	(09)
Heyworth High School	Heyworth	IL	(15)
Plainfield South High School	Plainfield	IL	(15, 16)
Cary Grove High School	Cary	IL	(15, 17, 18)
Oak Forest High School	Oak Forest	IL	(16)
St. Charles North High School	Saint Charles	IL	(13, 17, 18)
Pleasant Plains High School	Pleasant Plains	IL	(12)
Rich South High School	Richton Park	IL	(11)
Deerfield High School	Deerfield	IL	(14)

Customer Name	City	ST	Purchase Years
Lincoln Middle School	Schiller Park	IL	(10, 14, 18)
James Hart Middle School	Homewood	IL	(11, 18)
Rantoul Township H.S.	Rantoul	IL	(18)
Rich Central High School	Olympia Fields	IL	(10)
Vernon Hillis High School	Vernon Hills	IL	(09)
New Trier High School	Winnetka	IL	(09, 10, 11, 12, 13, 14, 15, 16, 17,
South Elgin High School	South Elgin	IL	(14)
Indian Creek High School	Shabbona	IL	(14)
Lincoln Challenge Academy	Rantoul	IL	(09, 15)
Earlville High School	Earlville	IL	(15)
Grayslake North High School	Grayslake	IL	(11, 14, 15)
Yorkville High School	Yorkville	IL	(10)
Monmouth College	Monmouth	IL	(11, 15, 17, 18)
Evanston Township High School	Evanston	IL	(12, 15, 16)
St. Francis High School	Wheaton	IL	(10, 14)
Unity High School	Tolono	IL	(09, 10, 11)
Saint Xavier University	Chicago	IL	(09, 12, 13)
St. Charles East High School	St. Charles	IL	(13, 17)
Lincoln-Way North High School	Frankfort	IL	(12)
Plainfield East High School	Plainfield	IL	(14, 15, 17)
Maine South High School	Park Ridge	IL	(13, 17)
Wheaton College Conservatory	Wheaton	IL	(09, 10, 11, 12, 13, 14, 15, 16, 17,
Lincoln-Way West High School	New Lenox	IL	(08, 09)
Metea Valley High School	Aurora	IL	(09, 10, 17)
Crystal Lake Central High School	Crystal Lake	IL	(12, 13)
Mercer County High School	Aledo	IL	(09)
Bismarck-Henning High School	Bismarck	IL	(10, 17)
Cerro Gordo High School	Cerro Gordo	IL	(12)
Ingersoll Middle School	Canton	IL	(10)
Harvard High School	Harvard	IL	(12, 13, 14, 18)
Gower Middle School	Burr Ridge	IL	(10, 13, 14)
Hononegah High School	Rockton	IL	(12, 14, 16)
Sandwich High School	Sandwich	IL	(10, 12)
Niles West High School	Skokie	IL	(13, 17)
Argo Community High School	Summit	IL	(18)
Dee-Mack High School	Mackinaw	IL	(10, 12, 17)
Reavis High School	Burbank	IL	(10, 12, 13, 14, 15, 16, 17, 18)
Midwest Central Middle School	Green Valley	IL	(11, 15)
Northwestern University	Evanston	IL	(11)
Jim's Formal Wear	Trenton	IL	(15)
Channahon Jr. High School	Channahon	IL	(12, 16)
Willowbrook High School	Villa Park	IL	(12)
Thornton Fractional South High School	Lansing	IL	(12)
Oswego East High School	Oswego	IL	(12, 15)
Pathfinder	Chicago	IL	(14)

Customer Name	City	ST	Purchase Years
Field Middle School (6-8)	Northbrook	IL	(12)
Grayslake Central High School	Grayslake	IL	(12, 13, 17)
Beach Park Middle School	Beach Park	IL	(12, 13, 15)
Bartlett High School	Bartlett	IL	(14, 16)
Alan B. Shephard High School	Palos Heights	IL	(14)
South Beloit High School	South Beloit	IL	(14, 16)
Oregon High School	Oregon	IL	(14)
Dundee-Crown High School	Carpentersville	IL	(16)
Westville High School	Westville	IL	(14)
Dwight Township High School	Dwight	IL	(14)
Mathew Schmitz	Downers Grove	IL	(14)
Ridgeview High School	Colfax	IL	(15)
Youth For Christ City Life Center	Kankakee	IL	(15)
Sherrard High School	Sherrard	IL	(17)
Salt Fork High School	Catlin	IL	(15)
Lincoln Middle School	Berwyn	IL	(15, 17)
North Central College	Naperville	IL	(17)
Manteno High School	Manteno	IL	(18)
Lemont High School	Lemont	IL	(16)
Hoopeston High School	Hoopeston	IL	(17)
Farmington Central High School	Farmington	IL	(16)
Marist High School	Chicago	IL	(18)
Alpha Kappa Alpha Sorority, Inc.	Chicago	IL	(18)
East Aurora High School	Aurora	IL	(17)
Kyle Baltzer	Niles	IL	(18)
Morrison High School	Morrison	IL	(18)

DeMoulin Brothers & Company
TEN YEAR LIMITED WARRANTY
For Washable Uniform Products

DeMoulin Brothers & Company (Seller) does hereby warrant for 10 years to the original purchaser of our product that the following uniform parts are free of defective workmanship or materials: Coat, Trousers, Shako

This warranty is limited to the following conditions:

- Seller shall not be responsible for any damage caused by irresponsible cleaning conditions.
- Seller shall not be responsible for normal wear and tear, including but not restricted to pulls, tears, or pilling of fabrics.
- Seller shall not be responsible for damage caused by alterations, accidents, unreasonable use, or unusual treatment due to misfitting of garments to wearer or extreme weather conditions.

DeMoulin Brothers & Company shall repair, or at its discretion, replace any defective uniform parts. Buyer shall not be entitled, however, to claim any consequential damages (including lost profits) for non-conforming or defective goods or for late delivery or non-delivery.

Notice of claims arising from this 10 year warranty must be submitted in writing to DeMoulin Brothers & Company at a location and time reasonably convenient to both parties all goods for which claim is being made. No returns or claims will be accepted without prior written acceptance thereof by Seller.

This warranty is in lieu of any implied or express warranty including warranty of merchantability and fitness for a particular purpose.

Buyer should note, for his own protections the following:

This warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state.

Style Specifications

Coats - Band

Quantity: 170

Band Type: Band

Style: Waist Length

Closure: Concealed center back brass zipper with 3 snap closure.

Front

Seamless canopy, light weight coat. Remove Chest Piece. Fully lined, innerline coat front w/ layer of stable twill. Add perspiration shields. Make coat 2" shorter than standard and taper sides 2" total. Exaggerated single point at center front.

Coat front of Optic w/ dye sub print, left side w/ dye sub print (gray in lower center of coat and fades to black at top and bottom). Right side w/ dye sub print, shutterstock #136589573. Set on the split, 1-1/2" slightly curving welt of gold lahm. Front side bodies of Coal Black.

Back/Tails

Coat Back and back side bodies of Coal Black

Collar

Formula "D" collar of coal black, with mylar and riveted hook and eye closure and black lining. Right side to overlap the left side w/ a squared off end. 30/Nickel half ball button at end of collar.

Sh. Trim

Left sleeve of Coal black. Right sleeve of Optic w/ dye sub pattern, same as coat front.

Slv. Trim

Left sleeve of Coal black. Right sleeve of Optic w/ dye sub pattern, same as coat front. Add adjust a cuff feature.

Bib Trousers - Band

Quantity: 170

Band Type: Band

Style: Bib Trousers

Fabric: Rejuvitex 100% synthetic

Shade: Coal Black

Lining: Unlined

Pockets: Inserted reece FOB pocket on right side.

4-Way Reinforced Crotch: Yes

French Fly: Yes

Woven ID Numeral: Yes

Description: Permacrease in trouser legs. Trousers to have adjust-a-cuff feature.

Gauntlets - Band
Quantity: 170
Band Type: Band

Style: Gauntlets

B540Sp gauntlets, self lined and fused on bottom ply with SP4007 for reinforcement. Coal black gauntlets w/gold lahm wedge, height of gauntlets, at ends to be 7" and 8" in the center. Wedge to start approx 3/8" tall at the inside edge and curve to 2" at the outside edge of the gauntlet. Gauntlets to be bound with coal black. Set on the outside upper corner, (3) 24/Nickel half ball buttons. L-shaped, reversed Velcro closure. Add ID#'s.

Pendant/Drape - Band
Quantity: 170
Band Type: Band

Style: Pendant/Drape

Description: Special side drape of Optic w/ dye sub, lined with gold lahm. Dye sub print is the same as on the coat front and to match up with the coat. Set on inside edge, 1-1/2" welt of gold lahm, to match up with the coat. Drape to be approx 12" long at its shortest in the front and curve down to knee length at wearers side and around back. Drape to stop at back, at the end of the back side body. Drape to attach to underneath side of the coat with velcro.

Helmets - Band
Quantity: 170
Band Type: Band

Style: Black Vanguard with plume socket
Chinstrap: Black with nickel hardware
Trim: Nickel Half Ball side buttons with prongs. Nickel Plain Reflects Band. Nickel Edgeguard. Nickel SM900 w/Mirror ornament.

Description: Split color shako front. From left side seam to center of hat, angled color split. From the right side seam to the split of Optic w/ dye sub print, the rest of the shako of coal black. Set on the color split, 3/8" welt of gold lahm. Set up 1" from the lahm welt is another 3/8" welt of gold lahm.

Each shako is individually boxed in a molded plastic carton made of high density polyethylene for maximum durability. Features include a comfort grip handle, interlocking/stackable design, feet for standing box upright, replaceable sure snap closure and maximized volume for packing headwear and plume.

Plumes - Band

Quantity: 170

Style: Plumes – 22" White French Phantom with gold mylar

Coats – Drum Major

Quantity: 6

Band Type: Drum Major

Style: Waist Length

Closure: Concealed center back brass zipper with 3 snap closure.

Front

Same construction and design as band but different color scheme. Exact colors to be determined.

Bib Trousers – Drum Major

Quantity: 6

Band Type: Band

Style: Bib Trousers

Fabric: 100% Synthetic-14 oz.

Shade: Rejuvitex Optic white

Lining: Unlined

Pockets: Inserted reece FOB pocket on right side.

4-Way Reinforced Crotch: Yes

French Fly: Yes

Woven ID Numeral: Yes

Description: Permacrease in trouser legs. Trousers to have adjust-a-cuff feature.

Gauntlets – Drum Major

Quantity: 6

Band Type: Band

Style: Gauntlets

Description: Same construction and design as band but different color scheme. Exact colors to be determined.

Pendant/Drape – Drum Major

Quantity: 6

Band Type: Band

Style: Pendant/Drape

Description: Same construction and design as band but different color scheme. Exact colors to be determined

Helmets – Drum Major

Quantity: 6

Band Type: Drum Major

Style: White Vanguard with plume socket

Chinstrap: Black with nickel hardware

Trim: Nickel Half Ball side buttons with prongs. Nickel Plain Reflects Band. Nickel Edgeguard. Nickel SM900 w/Mirror ornament.

Each shako is individually boxed in a molded plastic carton made of high density polyethylene for maximum durability. Features include a comfort grip handle, interlocking/stackable design, feet for standing box upright, replaceable sure snap closure and maximized volume for packing headwear and plume.

Plumes - Band

Quantity: 6

Style: Plumes - 22" Black French Phantom with gold mylar.

Plume Case Bag - Band

Quantity: 3

Description: Durable 420 Denier nylon bag with heavyweight. Zipper closures on both sides for easy access. Over-the-shoulder carrying strap. Plume tubes not included.
15" Case - Holds 63 plumes up to 15" long.

Garment Bags

Quantity: 176

Band Type: Misc

Style: Garment Bags

Description: Garment Bag – Black of 210 denier nylon, 28" x 47" size, dual handles for portability, vent grommet to let your garments breathe, ID window, 2 zippered accessory pockets, (1) color imprint.

Bid Form

The bidder certified he has familiarized himself with your specifications, had carefully read them and understands their contents. Any uniforms furnished by us will be in the style and quality requested.

Quantity	Item	Unit Price	Total Price
170	Coats - Band	181.67	30,883.90
170	Bib Trousers - Band	93.68	15,925.60
170	Gauntlets - Band	36.32	6,174.40
170	Pendant/Drape - Band	49.37	8,392.90
170	Helmets - Band	42.30	7,191.00
170	Helmet Cartons - Band	N/C	N/C
170	Plumes - Band	28.86	4,906.20
6	Coats - Drum Major	227.94	1,367.64
6	Bib Trousers - Drum Major	124.57	747.42
6	Gauntlets - Drum Major	48.43	290.58
6	Pendant/Drape - Drum Major	60.38	362.28
6	Helmet - Drum Major	42.30	253.80
6	Helmet Cartons - Drum Major	N/C	N/C
6	Plumes - Drum Major	28.86	173.16
3	Plume Case Bags-Band	28.25	84.75
176	Garment Bags-Band	12.00	2,112.00
176	Hangers	N/C	N/C
1	Uniform Management Software Program	N/C	N/C
		Total Bid	\$78,865.63

Terms: If awarded the contract, the undersigned agrees to ship a sample uniform within 3-4 weeks days, and to ship the entire order within 180 calendar days after approval of the sample and receipt of necessary details and all measurements.

Name (Please Print): Donald R. Adamski

Signature: 

Title: President

Phone: 800-228-8134

Date: 12-17-2018

Style Specifications

Coats - Band

Quantity: 170

Band Type: Band

Style: Waist Length

Closure: Concealed center back brass zipper with 3 snap closure.

Front

Seamless canopy, light weight coat. Remove Chest Piece. Fully lined, innerline coat front w/ layer of stable twill. Add perspiration shields. Make coat 2" shorter than standard and taper sides 2" total. Exaggerated single point at center front.

Coat front of Optic w/ dye sub print, left side w/ dye sub print (gray in lower center of coat and fades to black at top and bottom). Right side w/ dye sub print, shutterstock #136589573. Set on the split, 1-1/2" slightly curving welt of gold lahm. Front side bodies of Coal Black.

Back/Tails

Coat Back and back side bodies of Coal Black

Collar

Formula "D" collar of coal black, with mylar and riveted hook and eye closure and black lining. Right side to overlap the left side w/ a squared off end. 30/Nickel half ball button at end of collar.

Sh. Trim

Left sleeve of Coal black. Right sleeve of Optic w/ dye sub pattern, same as coat front.

Sly. Trim

Left sleeve of Coal black. Right sleeve of Optic w/ dye sub pattern, same as coat front. Add adjust a cuff feature.

Bib Trousers - Band

Quantity: 170

Band Type: Band

Style: Bib Trousers

Fabric: Rejuvitex 100% synthetic

Shade: Coal Black

Lining: Unlined

Pockets: Inserted reece FOB pocket on right side.

4-Way Reinforced Crotch: Yes

French Fly: Yes

Woven ID Numeral: Yes

Description: Permacrease in trouser legs. Trousers to have adjust-a-cuff feature.

Gauntlets - Band
Quantity: 170
Band Type: Band

Style: Gauntlets

B540Sp gauntlets, self lined and fused on bottom ply with SP4007 for reinforcement. Coal black gauntlets w/gold lahm wedge, height of gauntlets, at ends to be 7" and 8" in the center. Wedge to start approx 3/8" tall at the inside edge and curve to 2" at the outside edge of the gauntlet. Gauntlets to be bound with coal black. Set on the outside upper corner, (3) 24/Nickel half ball buttons. L-shaped, reversed Velcro closure. Add ID#'s.

Pendant/Drape - Band
Quantity: 170
Band Type: Band

Style: Pendant/Drape

Description: Special side drape of Optic w/ dye sub, lined with gold lahm. Dye sub print is the same as on the coat front and to match up with the coat. Set on inside edge, 1-1/2" welt of gold lahm, to match up with the coat. Drape to be approx 12" long at its shortest in the front and curve down to knee length at wearers side and around back. Drape to stop at back, at the end of the back side body. Drape to attach to underneath side of the coat with velcro.

Shakos - Band
Quantity: 170
Band Type: Band

Style: Flat Top, West Point Shako
Fabric: Split Color

Visor: Black
Chinstrap: Black with nickel hardware

Trim: Nickel Half Ball side buttons with prongs. Gilt Plain Reflects Band.

Description: Split color shako front. From left side seam to center of hat, angled color split. From the right side seam to the split of Optic w/ dye sub print, the rest of the shako of coal black. Set on the color split, 3/8" welt of gold lahm. Set up 1" from the lahm welt is another 3/8" welt of gold lahm.

Each shako is individually boxed in a molded plastic carton made of high density polyethylene for maximum durability. Features include a comfort grip handle, interlocking/stackable design, feet for standing box upright, replaceable sure snap closure and maximized volume for packing headwear and plume.

Plumes - Band

Quantity: 170

Style: Plumes - 14" French Fountain in Black with silver mylar.

Coats – Drum Major

Quantity: 6

Band Type: Drum Major

Style: Waist Length

Closure: Concealed center back brass zipper with 3 snap closure.

Front

Same construction and design as band but different color scheme. Exact colors to be determined.

Bib Trousers – Drum Major

Quantity: 6

Band Type: Drum Major

Style: Bib Trousers

Fabric: 100% Synthetic-14 oz.

Shade: Rejuvitex Optic white

Lining: Unlined

Pockets: Inserted reece FOB pocket on right side.

4-Way Reinforced Crotch: Yes

French Fly: Yes

Woven ID Numeral: Yes

Description: Permacrease in trouser legs. Trousers to have adjust-a-cuff feature.

Gauntlets – Drum Major

Quantity: 6

Band Type: Band

Style: Gauntlets

Description: Same construction and design as band but different color scheme. Exact colors to be determined.

Pendant/Drape – Drum Major

Quantity: 6

Band Type: Band

Style: Pendant/Drape

Description: Same construction and design as band but different color scheme. Exact colors to be determined

Shakos – Drum Major

Quantity: 6

Band Type: Band

Style: Flat Top, West Point Shako

Fabric: 100% Synthetic-14 oz.

Visor: Black

Chinstrap: Black with gilt hardware

Trim: Gilt Half Ball side buttons with prongs. Gilt Plain Reflects Band.

Description: Same construction and design as band but different color scheme. Exact colors to be determined.

Each shako is individually boxed in a molded plastic carton made of high density polyethylene for maximum durability. Features include a comfort grip handle, interlocking/stackable design, feet for standing box upright, replaceable sure snap closure and maximized volume for packing headwear and plume.

Plumes - Band

Quantity: 6

Style: Plumes - 14" French Fountain in white with gold mylar.

Plume Case Bag - Band

Quantity: 3

**Description: Durable 420 Denier nylon bag with heavyweight. Zipper closures on both sides for easy access. Over-the-shoulder carrying strap. Plume tubes not included.
15" Case - Holds 63 plumes up to 15" long.**

Garment Bags

Quantity: 176

Band Type: Misc

Style: Garment Bags

Description: Garment Bag – Black of 210 denier nylon, 28" x 47" size, dual handles for portability, vent grommet to let your garments breathe, ID window, 2 zippered accessory pockets, (1) color imprint.

Bid Form

The bidder certified he has familiarized himself with your specifications, had carefully read them and understands their contents. Any uniforms furnished by us will be in the style and quality requested.

Quantity	Item	Unit Price	Total Price
170	Coats - Band	181.67	30,883.90
170	Bib Trousers - Band	93.68	15,925.60
170	Gauntlets - Band	36.32	6,174.40
170	Pendant/Drape - Band	49.37	8,392.90
170	Shakos - Band	62.55	10,633.50
170	Shako Cartons - Band	N/C	N/C
170	Plumes - Band	18.62	3,165.40
6	Coats - Drum Major	227.94	1,367.64
6	Bib Trousers - Drum Major	124.57	747.42
6	Gauntlets - Drum Major	48.43	290.58
6	Pendant/Drape - Drum Major	60.38	362.28
6	Shako - Drum Major	62.55	375.30
6	Shako Cartons - Drum Major	N/C	N/C
6	Plumes - Drum Major	18.62	111.72
3	Plume Case Bags-Band	28.25	84.75
176	Garment Bags-Band	12.00	2,112.00
176	Hangers	N/C	N/C
1	Uniform Management Software Program	N/C	N/C
		Total Bid	\$80,627.39

Terms: If awarded the contract, the undersigned agrees to ship a sample uniform within 3-4 weeks days, and to ship the entire order within 180 calendar days after approval of the sample and receipt of necessary details and all measurements.

Name (Please Print): Donald R. Adamski

Signature: 

Title: President

Phone: 800-228-8134

Date: 12-17-2018

Style Specifications

Coats - Band

Quantity: 170

Band Type: Band

Style: Waist Length

Closure: Concealed center back brass zipper with 3 snap closure.

Front

Seamless canopy, light weight coat. Remove Chest Piece. Fully lined, innerline coat front w/ layer of stable twill. Add perspiration shields. Make coat 2" shorter than standard and taper sides 2" total. Exaggerated single point at center front. Split front. Right side of coat front to be Optic w/ dye sub print, shutterstock #136589573. Set on the split, 1-1/2" slightly curving welt of gold lahm. left side to be coal black and set in the shoulder seam, 1 1/2" tall lightning bolt of silver lahm with gold metallic satin stitch edge. Front side bodies of Coal Black.

Back/Tails

Coat Back and back side bodies of Coal Black

Collar

Formula "D" collar of coal black, with mylar and riveted hook and eye closure and black lining. Right side to overlap the left side w/ a squared off end. 30/Nickel half ball button at end of collar.

Sh. Trim

Left sleeve of Coal black. Right sleeve of Optic w/ dye sub pattern, same as coat front.

Slv. Trim

Left sleeve of Coal black. Right sleeve of Optic w/ dye sub pattern, same as coat front. Add adjust a cuff feature.

Bib Trousers - Band

Quantity: 170

Band Type: Band

Style: Bib Trousers

Fabric: Rejuvitex 100% synthetic

Shade: Coal Black

Lining: Unlined

Pockets: Inserted reece FOB pocket on right side.

4-Way Reinforced Crotch: Yes

French Fly: Yes

Woven ID Numeral: Yes

Description: Permacrease in trouser legs. Trousers to have adjust-a-cuff feature.

Gauntlets - Band
Quantity: 170
Band Type: Band

Style: Gauntlets

B540Sp gauntlets, self lined and fused on bottom ply with SP4007 for reinforcement. Coal black gauntlets w/gold lahm wedge, height of gauntlets, at ends to be 7" and 8" in the center. Wedge to start approx 3/8" tall at the inside edge and curve to 2" at the outside edge of the gauntlet. Gauntlets to be bound with coal black. Set on the outside upper corner, (3) 24/Nickel half ball buttons. L-shaped, reversed Velcro closure. Add ID#'s.

Pendant/Drape - Band
Quantity: 170
Band Type: Band

Style: Pendant/Drape

Description: Special side drape of Optic w/ dye sub, lined with gold lahm. Dye sub print is the same as on the coat front and to match up with the coat. Set on inside edge, 1-1/2" welt of gold lahm, to match up with the coat. Drape to be approx 12" long at its shortest in the front and curve down to knee length at wearers side and around back. Drape to stop at back, at the end of the back side body. Drape to attach to underneath side of the coat with velcro.

Shakos - Band
Quantity: 170
Band Type: Band

Style: Flat Top, West Point Shako
Fabric: Split Color

Visor: Black
Chinstrap: Black with nickel hardware
Trim: Nickel Half Ball side buttons with prongs. Gilt Plain Reflects Band.
Description: Split color shako front. From left side seam to center of hat, angled color split. From the right side seam to the split of Optic w/ dye sub print, the rest of the shako of coal black. Set on the color split, 3/8" welt of gold lahm. Set up 1" from the lahm welt is another 3/8" welt of gold lahm.

Each shako is individually boxed in a molded plastic carton made of high density polyethylene for maximum durability. Features include a comfort grip handle, interlocking/stackable design, feet for standing box upright, replaceable sure snap closure and maximized volume for packing headwear and plume.

Plumes - Band

Quantity: 170

Style: Plumes - 14" French Fountain in Black with silver mylar.

Coats – Drum Major

Quantity: 6

Band Type: Drum Major

Style: Waist Length

Closure: Concealed center back brass zipper with 3 snap closure.

Front

Same construction and design as band but different color scheme. Exact colors to be determined.

Bib Trousers – Drum Major

Quantity: 6

Band Type: Drum Major

Style: Bib Trousers

Fabric: 100% Synthetic-14 oz.

Shade: Rejuvitex Optic white

Lining: Unlined

Pockets: Inserted reece FOB pocket on right side.

4-Way Reinforced Crotch: Yes

French Fly: Yes

Woven ID Numeral: Yes

Description: Permacrease in trouser legs. Trousers to have adjust-a-cuff feature.

Gauntlets – Drum Major

Quantity: 6

Band Type: Band

Style: Gauntlets

Description: Same construction and design as band but different color scheme. Exact colors to be determined.

Pendant/Drape – Drum Major

Quantity: 6

Band Type: Band

Style: Pendant/Drape

Description: Same construction and design as band but different color scheme. Exact colors to be determined

Shakos – Drum Major

Quantity: 6

Band Type: Band

Style: Flat Top, West Point Shako

Fabric: 100% Synthetic-14 oz.

Visor: Black

Chinstrap: Black with gilt hardware

Trim: Gilt Half Ball side buttons with prongs. Gilt Plain Reflects Band.

Description: Same construction and design as band but different color scheme. Exact colors to be determined.

Each shako is individually boxed in a molded plastic carton made of high density polyethylene for maximum durability. Features include a comfort grip handle, interlocking/stackable design, feet for standing box upright, replaceable sure snap closure and maximized volume for packing headwear and plume.

Plumes - Band

Quantity: 6

Style: Plumes - 14" French Fountain in white with gold mylar.

Plume Case Bag - Band

Quantity: 3

Description: Durable 420 Denier nylon bag with heavyweight. Zipper closures on both sides for easy access. Over-the-shoulder carrying strap. Plume tubes not included.
15" Case - Holds 63 plumes up to 15" long.

Garment Bags

Quantity: 176

Band Type: Misc

Style: Garment Bags

Description: Garment Bag – Black of 210 denier nylon, 28" x 47" size, dual handles for portability, vent grommet to let your garments breathe, ID window, 2 zippered accessory pockets, (1) color imprint.

Bid Form

The bidder certified he has familiarized himself with your specifications, had carefully read them and understands their contents. Any uniforms furnished by us will be in the style and quality requested.

Quantity	Item	Unit Price	Total Price
170	Coats - Band (with lightning bolt)	194.50	33,065.00
170	Bib Trousers - Band	93.68	15,925.60
170	Gauntlets - Band	36.32	6,174.40
170	Pendant/Drape - Band	49.37	8,392.90
170	Shakos - Band	62.55	10,633.50
170	Shako Cartons - Band	N/C	N/C
170	Plumes - Band	18.62	8,392.90
6	Coats - Drum Major	245.05	1,470.30
6	Bib Trousers - Drum Major	124.57	747.42
6	Gaunt ls - Drum Major	48.43	290.58
6	Pendant/Drape - Drum Major	60.38	362.28
6	Shako - Drum Major	62.55	375.30
6	Shako Cartons - Drum Major	N/C	N/C
6	Plumes - Drum Major	18. 6	111.72
3	Plume Case Bags-Band	28.2 5	84.75
176	Garment Bags-Band	12.00	2,112.00
176	Hangers	N/C	N/C
1	Uniform Management Software Program	N/C	N/C
		Total Bid	\$82,911.15

Terms: If awarded the contract, the undersigned agrees to ship a sample uniform within 3-4 weeks days, and to ship the entire order within 180 calendar days after approval of the sample and receipt of necessary details and all measurements.

Name (Please Print): Donald R. Adamski

Signature: 

Title: President

Phone: 800-228-8134

Date: 12-17-2018



December 10, 2018

Dr. John Asplund
Superintendent
Galesburg Community Unit School District 205
932 Harrison Street
Galesburg, IL 61401

Re: Proposal for Letter of Intent to Engage Construction Management Services

Dear Dr. Asplund:

Thank you for the opportunity to present you and Galesburg Community Unit School District 205 with a proposal to provide Construction Management Services for your upcoming series of projects. We value our relationship with you greatly and look forward to being your partner again on these exciting projects.

First, I would like to state that we have spent a good amount of time analyzing and assessing the current market for cost of services and the impact of increasing labor costs. We did this intentionally to look at overall cost of services that we would propose for best value for you and GCUSD 205. An example of what we are seeing currently in terms of new hires at the entry level Construction Program Project Engineer positions, graduates from college are at starting salary levels of \$60 to \$65K annually. When we look back at our 2014 new hire levels the starting salary level at that time was \$50 to \$55K annually. As you can see there is upward pressure on labor cost amounts.

Our previous agreement structure with GCUSD 205 was based on the AIA Document A133 – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor. The Master Agreement was executed in 2011 with a base fee of 3.65% of cost of work, reimbursable current hourly rates for staffing as defined by project schedule and insurance cost. Each project then had an executed amendment defining the Guaranteed Maximum Price for that project. The last hourly rate adjustment you saw was in 2014.

Based on the upward pressure of labor costs we are seeing we are prepared to propose working with you under the same AIA Document A133 – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor which has been reviewed and commented on from your school attorney, with a lowered base fee of 2.85% of cost of work and current hourly rates for staffing as will be defined for each project and insurance cost. Again, as we reach the final project budgets and establish the Guaranteed Maximum Price for those projects there will be an amendment to the Master Agreement for each project.


The conditions to move forward from the requested Letter of Intent to the execution of the AIA A133 – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor include:

1. The successful approval from the Illinois State Board of Education of the use of Life Safety Funds for the Building Replacement Program for the current program that the GCUSD 205 Board approved issuance of bond sale on November 12, 2018.
2. The successful negotiations between GCUSD 205 and Russell for the execution of the Master Agreement of the AIA A133 – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor.

We look forward to successfully moving forward again working with you on the upcoming exciting projects in the approved program.

We appreciate this opportunity greatly. Should you have any questions or need additional information please contact me on my mobile number (563) 529-0923.

Sincerely,

A handwritten signature in black ink, appearing to be 'S. Baumann', with a long horizontal stroke extending to the right.

Steven Baumann
Vice President

Cc: Jennifer Hamm, Assistant Superintendent of Finance and Operations, GCUSD 205
Chris Krieg, Chief Construction Officer, Russell

PERSONNEL ITEMS FOR BOARD APPROVAL JANUARY 14, 2019

CERTIFIED STAFF

RESIGNATION / TERMINATION / RETIREMENT:

Scott Hamrick, EBD teacher at Galesburg High School, resigning effective January 31, 2019.

DIFFERENTIAL/APPOINTMENT/RESIGNATIONS:

Nicki Phelps, Co-Advisor of Student Council 0.5 FTE @ King Elementary School, effective December 17, 2018. (Replacing Melissa Jackson)

Salary: \$245.66 (Step 1)

SUPPORT STAFF:

APPOINTMENTS:

Please note: The following appointments are pending clearance on the state & FBI required background investigation and/or verification of citizenship, college credits or paraprofessional certification as position requires.

Susan Weber, Paraprofessional (EBD) at Galesburg High School, effective December 17, 2018. (Replacing Gary Mustain)

Salary: \$13.00 (33.75 hours / week)

Brianna Cox, Secretary (10 month) at King Elementary School, effective January 4, 2019.

(Replacing Jodi Grace)

Salary: \$13.00 (37.5 hours / week)

Rodney Blue, Food Service (Noontime Helper) at Steele Elementary School, effective January 7, 2019. (Replacing Amanda VanTreeck)

Salary: \$9.60 (10 hours / week)

TRANSFERS/CHANGE OF EMPLOYMENT STATUS:

Emily Boynton, Secretary (7.5 hours / day 10 month) 1.0 FTE at Galesburg High School, voluntarily transferring to Secretary (7.5 hours / day 10 month) 0.5 FTE at King Elementary School and 0.5 FTE at Gale Elementary School, effective January 7, 2019. (Replacing 0.5 FTE Jodi Grade and 0.5 FTE Susan Hayes)

Jodi Grace, Secretary (7.5 hours / day 10 month) at King Elementary School, voluntarily transferring to Secretary (7.5 hours / day 10 month) at Galesburg High School, effective January 7, 2019. (Replacing Emily Boynton)

Rebellion Dupoy, Food Service (5.75 hrs. / day Cook's Helper) at Lombard Middle School, change of employment status to Food Service (6 hrs. / day Cook's Helper) at Lombard Middle School, effective January 7, 2019. (Replacing Terry Reed)

Jacqueline Miller, Paraprofessional (6.5 hours / day Personal Attendant) at Galesburg High School, transferring to Paraprofessional (6.5 hours / day Personal Attendant) at Steele Elementary School, effective January 7, 2019. (New Position)

Carol Moore Painter, Food Service (4 hours / day Cook's Helper) at Churchill Jr. High School, transferring to Food Service (4 hours / day Cook's Helper) at Bright Futures Pre-School, effective January 14, 2019. (New Position)

LEAVE OF ABSENCE:

Amber Reynolds, Paraprofessional (Life Skills) at Steele Elementary School, requesting an unpaid leave of absence January 4, 2019 to April 5, 2019

RESIGNATION / TERMINATION / RETIREMENT:

Gina Lucero, Secretary (10 month) at King Elementary School, resigning effective December 14, 2018.

Ashley Briggs, Food Service (Noontime Helper) at Silas Willard Elementary School, resigning effective January 1, 2019.

Christine Kinney, Paraprofessional (Library Para) at Gale Elementary School, resigning effective January 4, 2019.

Michelle Baker, Administrative Assistant (Payroll) for the District, retiring effective December 31, 2019. (Per Section XXI of the Secretarial Handbook she will be entitled to a service bonus of \$300 x 12 years of service equaling \$3,600.00).

Rosie Allen, Food Service (Cook Helper) at Steele Elementary School, retiring effective March 21, 2019. (Per Article 20 of the Food Service Unite SEIU Local 73 Contract she will be entitled to a service bonus of \$300 x 10 years of service equaling \$3,000.00).

CURRENT VACANCY STATUS FOR 2018-19:

CERTIFIED STAFF

Outreach Worker	Nielson Elementary School
ED Special Education Teacher	Silas Willard Elementary School (filled w/ long term sub)
Math Teacher	Galesburg High School (filled w/ long term sub)
School Psychologists	C.U.S.D. #205 Schools

PARAPROFESSIONALS

Part-Time Library Paraprofessional	Gale Elementary School
Special Education Paraprofessional For An Individual Student	Lombard Middle School

CURRENT VACANCIES POSTED FOR 2019-20:

ELL Teacher	Location TBD
Anticipated Elementary Teachers	C.U.S.D. #205 Elementary Schools
Instructional Interventionist	C.U.S.D. #205 Elementary School
Outreach Worker	C.U.S.D. #205 Elementary School
Family & Consumer Science Teacher	Churchill & Lombard Schools
Middle School Band Teacher	C.U.S.D. #205 Middle Schools
Middle School Math Teacher	C.U.S.D. #205 Middle Schools
Middle School Science Teacher	C.U.S.D. #205 Middle Schools

Middle School Social Studies Teacher
Special Education LBSI Teachers
School Psychologist
School Speech Pathologist
School Psychologist Intern

C.U.S.D. #205 Middle Schools
C.U.S.D. #205 Schools
C.U.S.D. #205 Schools
C.U.S.D. #205 Schools
C.U.S.D. #205 Schools

Efforts to Fill Vacancies Thus Far:

Posted on District website

Posted on IASA Job Bank (if applicable)

Posted on District Social Media Sites as Needed

Recruiting Trips made to WIU, NIU, ISU, U of I for 18-19 Vacancies

Recruiting Trip made to EIU on 11/7/18 for 18-19 & 19-20 Vacancies

Recruiting Trips to be made to NIU 2/25/19, EIU 3/4/19, and ISU 3/5/19
for 18-19 & 19-20 Vacancies