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

COMMUNITY UNIT SCHOOL DISTRICT NO. 205

Board of Education 932 Harrison Street – Galesburg, IL 7:00PM—Monday, April 8, 2019 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 Lombard Middle School and Churchill Junior High State Wrestlers
- C. Recognition of Churchill Junior High State Spelling Bee Participants
- D. Recognition of Churchill Junior High State Geography Bee Participant
- E. Recognition of Galesburg High School Students:
 - -Speech Qualifiers
 - -High School State Wrestlers
 - -Girls Bowling Team
 - -Swimmers
- F. Recognition of Sara Barrett

VI. APPROVAL OF CONSENT AGENDA

A. Consider Approval of Minutes:

Monday, March 11, 2019, Regular Meeting

Monday, March 11, 2019, Closed Session

Tuesday, March 26, 2019, Special Meeting

Tuesday, March 26, 2019, 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

C. Consider Approval of IESA Membership for Churchill Junior High School and Lombard Middle School

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

- A. Administrative Report on Curriculum
 - -Writing Rubrics
- B. Consider Approval of SEIU Local Food Service Agreement
- C. Consider Approval of SEIU Local Custodial/Maintenance/Transportation Agreement
- D. Special Education Report
- E. Building Reports

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

- A. Building Study Committees
- B. Consider Approval of Lombard Middle School Floor Plan
- C. Consider Approval of Steele Elementary School Floor Plan
- D. Consider Approval of Bid Specifications for Demolition of Vacant Lombard Gym
- E. Consider Approval of Food Service Consulting Contract with Clevenger Associates
- F. Consider Approval of Intergovernmental Agreement with City of Galesburg for Lombard Playground
- G. Enrollment Report

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

- A. Consider Approval of John Deere Tractor Purchase
- B. Consider Approval of 2019-2020 Athletic Ticket Fees
- C. Consider Approval of 2019-2020 Code of Conduct (Second Reading)
- D. Consider Approval of PRESS Policies (First Reading)
- E. Consider Approval of Replacement Chromebook Purchase
- F. Consider Approval of Laptop Purchases for Teachers
- G. Consider Approval of Revised Tort Levy
- H. Consider Approval of Amended Tentative Budget
 - -Budget Presentation
- I. Consider Approval of Trip Requests
- J. Baccalaureate Discussion

X. PERSONNEL

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

XI. COMMENTS BY BOARD OF EDUCATION

XII. FUTURE AGENDA ITEMS

XIII. FUTURE MEETING DATE(S) AND TIME A. Monday, May 13, 2019, 7:00 PM

XIV. ADJOURN



Churchill Junior High School

Tom Hawkins, Principal Matt Lingafelter, Assistant Principal 905 Maple Avenue, Galesburg, IL 61401 (309) 973-2002 Fax: (309) 342-6384

April 1, 2019

Board of Education:

Please find attached the invoice for our continued participation in IESA activities. We plan to continue offering the same activities as the current year. These activities include: Boy's and Girl's Cross Country, Wrestling, and Boy's and Girl's Track and Field.

Thank you for your continued support on behalf of our student-athletes.

Matt Lingafeiter Churchill AD

2019-2020 IESA Registration

Member Center | Log Out

Churchill Junior High School 905 Maple Ave. Galesburg, IL 61401 County: IL Contact: Mr. Matt Lingafelter, Asst. Prin. Phone: (309) 973-2002 Fax: (309) 342-6384 mlingafelter@galesburg205.org

Board	Appre	VAI D	ata:	4/3	/201	19

(Salesbo	urg Churchill
	Offic	e Use Only
Sub	mitter	Matthew Lingafelter
Sub	mitted	4/3/2019 10:20:56 AM
Dale	Rcvd.	
Total	Rcvd.	97-10 4, 2014 11-1-Paus elliphit tuden erabet var tuden erabet var tuden erabet ellipse ellipse ellipse erabet
Che	ck No.	openhalik djungung i sar drugumi, sik silan gi yamunqalilan. 3- qara gi approngsylaya vara gingung, angaga, anagaga, an
Invoice		School ID 200
Entry		Update ID 27376
	<u> </u>	

Register for the following activities:		
Activity	Entries	Subtotal
	2019 Boys A/AA Cross-Country	\$90,00
and and defined to the state of	2019 Girls A/AA Cross-Country	\$90,00
	2020 Boys Wrestling	\$55.00
	2020 8A/8AA Boys Track	\$55.00
	2020 7A/7AA Boys Track	\$55,00
y di 4 . g/y di 40 g laggi 1 hjd 4 g 1 laggi 1 an di	2020 8A/8AA Girls Track	\$55,00
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2020 7A/7AA Girls Track	\$55,00
2 A 2 A 2 A 2 A 2 A 2 A 2 A 2 A 2 A 2 A	2019-2020 MEMBERSHIP DUES	\$75.00
	TOTAL FEES	\$530.00

Checks must be postmarked by June 3, 2019.

PLEASE PRINT TWO COPIES OF THIS PAGE

- Keep one copy for your records
- · Mail one copy with your school check to the IESA

Mail to: IESA, 1015 Maple Hill Rd., Bloomington, IL 61705 SCHOOL CHECK(s) ONLY — NO PERSONAL CHECKS/PURCHASE ORDERS

NOTE: Your check is cashed using remote deposit (it is scanned and electronically deposited). Please use the following guidelines:

- · Computer generated checks are preferred
- . Blue or black ink only
- · Print clearly
- . Do not write over the numbers located across the bottom of the check
- Do not staple or tape
- · Postdated checks are not acceptable

2019-2020 IESA Registration

Member Center | Log Out

Lombard Middle School

1220 E. Knox St. Galesburg, IL 61401 **County:** Knox

Contact: Mr. Tom Michels, Asst. Prin.

Phone: (309) 973-2004 Fax: (309) 342-7135 tmichels@galesburg205.org

G	ales	burg Lomba	rd				
Office Use Only							
Sub	mitter	T	om Michels				
Sub	mitted	4/4/2019 1	2:50:46 PM				
Date	Rcvd.						
Total	Rcvd.						
Chec	ck No.						
Invoice		School ID	201				
Entry		Update ID	27425				

Register for the following activities:		
Activity	Entries	Subtotal
	2019 Boys A/AA Cross-Country	\$90.00
	2019 Girls A/AA Cross-Country	\$90.00
	2020 Boys Wrestling	\$55.00
	2020 8A/8AA Boys Track	\$55.00
	2020 7A/7AA Boys Track	\$55.00
	2020 8A/8AA Girls Track	\$55.00
	2020 7A/7AA Girls Track	\$55.00
	TOTAL FEES	\$455.00
	4 h 4 4 - 4 h - 7 0 0040	

Checks must be postmarked by June 3, 2019.

PLEASE PRINT TWO COPIES OF THIS PAGE

- · Keep one copy for your records
- Mail one copy with your school check to the IESA

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- Postdated checks are not acceptable

Galesburg Community Unit School District #205

Bilingual Parent Advisory Committee

March 18, 2019 10:00 am and 6:00 pm Minutes by John Prats

ATTENDEES

10:00 A.M. – Guy Isala, Albert Bashikile, Vicky Nsumbu, John Prats

6:00 P.M. – Faby Chavez, Marcel Sayila, Augustin Kandolo*, Hubert Ikaka, John Prats *Denotes BPAC parent committee member

Board Meeting Highlights

The proposed plan for moving forward with building renovations and expansions was summarized for BPAC. A summary was given of the proposed timeline range as well as how students would be accommodated as the work continues. This includes the proposed use of Gale school during the high school construction/renovation phase. An update was given on the academic calendar for the 2019-20 school year. The meeting also provided an update on scheduled summer school this year for students who qualify.

14th Annual Bilingual Parents Summit

The Annual Summit for Bilingual Parents is scheduled for May 11 this year in Oak Brook. The conference allows up to 6 parents from each school district to attend the 1 day conference. Interested parents should contact John Prats - EL Community Liaison before April 16 to check on availability. The annual summit is attended by over 1,000 parents representing a variety of cultures and languages in districts from around the state. A number of presentations may be attended on topics relating to parent/school engagement, helping your child with homework, and topics specific to attending school as a child and parents with multiple language backgrounds. Interpreters will be available during the presentations throughout the day.

International Family Literacy Potluck

The date for the Family Literacy Potluck in conjunction with Regional Office of Education 33 for families of students from Pre-K and elementary school will be held on April 7th from 3:30 to 6:00pm at Lincoln Education Center. Those who attend are encouraged to bring a dish to share at the potluck. After the meal, there will be free books, literacy activity sessions and more for parents and children. Topics of interest from previous BPAC meetings will be highlighted in several of the presentations.

Calendar Items

Upcoming calendar items were discussed, including Spring Break, remaining parent-teacher conferences, end of 3rd term and no school on April 19th.

<u>Upcoming BPAC meetings for Spring 2019 (subject to change):</u>

Tuesday, April 23 10:00am and 6:00pm (10h00 + 18h00) Tuesday, May 21 10:00am and 6:00pm (10h00 + 18h00)



Nielson Elementary School Principal Kathryn Jennings 547 N. Farnham Street Galesburg, Illinois 61401 309-973-2014 office

Twitter: #nielsonstrong
Facebook: @nielsonelementaryschool

To: Dr. Asplund, Superintendent of Schools

From: Kathryn Jennings, Principal

Date: April 5, 2019

RE: March Board Report

I. Office Referrals by Category/Offense with monthly numbers and running total:

Category/ Offense	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
Detention	2	19	22	17	9	4	2	28			103
ISS	0	0	1	1	0	1	0	1			4
OSS	0	0	1	3	0	0	0	1			5

II. Attendance Rate by Grade Level:

Attendance % per							
Grade	K	1	2	3	4	5	All
August	90.6	93.03	90.3	92.2	95.0	95.6	92.8
September	94.5	93.9	95.9	94.6	95.4	95.2	95.01
October	90.44	92.71	94.34	95.6	94.69	95.03	93.72
November	91.4	92.02	91.84	93.74	92.51	91.38	92.08
December	91.51	92.22	93.52	94.24	93.94	93.23	93.12
January	90.28	90.4	90.16	89.45	91.48	91.07	90.53
February	89.24	92.09	90.58	91.92	93.48	93.05	91.7
March	88.15	94.01	93.33	92.83	94.68	93.41	92.67

III. <u>Upcoming Events</u>:

April 9-11 and 16-18--IAR Testing for grades 3-5

April 9--Head Start visits Nielson, Parent Teacher Conferences

April 10--STEM/Robotics @3:30

April 11--Harlem Wizards visit Nielson

April 17--Last STEM/Robotics session

April 18--Fusion Club @3:30

April 23--2nd and 3rd grade attend Beauty and the Beast

April 25--Fusion Club/ PTO Meeting and Family BINGO Night 5:30pm

IV. School Improvement Activities:

Mission Statement Nielson Elementary School strives to build an inclusive, diverse community of confident and responsible learners who persevere and have equitable educational opportunitiesthe sky's the limit! Goal #1: Perseverance ➤ Students meeting/ exceeding will grow from	Vision Statement Nielson Elementary School strives to unite students, parents, and community to provide an inclusive, equitable, and safe environment where diversity is respected, and all students can succeed. Celebrations from Scantron Winter Benchmark: 1. In reading foundations, grades K-2 had a
55% to 60% in math by May 2019. Students meeting/ exceeding will grow from 61% to 66% in reading by May 2019.	growth of 2%. 2. In reading, grades 3-5 had a growth of 1%. 3. In math, grades K-5 had a growth of 2% overall.
Goal #2: Responsibility ➤ Students and staff will improve attendance from 93% to 96% by May 2019.	Classroom Walkthroughs In the month of March, I completed 81 walkthroughs, and the following are awesome things I observed in classrooms: • A March Madness book competition between a 2nd grade class and a 3rd grade class, • Development, rehearsal, and self evaluation for preparation of student-led conferences in 2nd grade, • Loom work in art class, basketball in P.E., and recorders in music, • A landform experiment in 2nd grade, • Presentations on passion projects in 5th grade, • Mathematical problem solving and conversions between money and fractions in 4th grade, • A Leprechaun magic trick in first grade science, • A lesson on public speaking skills using the school pledge and pledge of allegiance in an English Language Learner classroom (students in the course learned both pledges in English and one student led the pledge for the school), • And catching a leprechaun using inferential clues for comprehension development in kindergarten.
Goal #3: Confidence Students and staff will work together to decrease the amount of office referrals from 523 to 450 or fewer by May 2019.	Upcoming Meeting Dates/Next Steps: April 16 @3:40Continue to work on developing a stude and parent inclusivity survey using the information from the Nerche data and rubric.

V. <u>Celebrations/Activities/Events</u>:

- 1. Beginning March 11th through the 15th, Student Council held its annual Book Drive for area shelters. Students brought in used books to donate to the cause.
- 2. On March 13th and April 3rd, Robotics/ Stem Club took place in Nielson cafeteria from 3:30 to 4:30. Students utilized sphero robots and Lux Blox to build remote control cars. Students built towers, bridges, and various designs using K'Nex materials. Students also learned basic coding using the Dash and Dot robots with Kindle tablets--students were able to teach their robots to play the xylophone, to throw a ping pong ball with a slingshot, and to race another robot. Once students understood coding using the Dash and Dot robots, they moved on to block coding using a website called "Ozoblocky" and our OzoBot--a small robot that is connected via sensors between the website and the robot itself. Students also learned to code using our Codey Makey robot and Code and Go Mice. A favorite of our students is our Cubelets robot which utilizes sensors for programming. The next step for students is to learn to build a circuit using magnetic circuits. Students are able to make a timer, turn on a light, initiate an alarm sound, build a motorized car, and many more creations using our Little Bits kit. Once students have grasped the concepts of coding and basic STEM (science, technology, engineering, and mathematics), they have the opportunity to work with our Ev3 Lego Mindstorms robot. Just this past week, students completed the building of the robot and successfully ran their first programming mission. We had over 100 students attend the program with 5 parent volunteers and 2 older sibling volunteers. Mrs. Kohl, Mr. and Mrs. Kramer, Mrs. McNally, Mrs. Kyser, Mrs. Wells, and Ms. Nichols volunteer their time to support this after-school program for our students. We invite you to join us for one of final two sessions on April 10th and 17th from 3:30 to 4:30--all are welcome!
- 3. On March 21st, we held our House Meeting to celebrate our Scantron successes. Students with the top Scantron scores for their grade level in reading and in mathematics and students with the most growth for their grade level in reading and mathematics were presented a certificate. At the end of our celebration, we enjoyed a school-wide game of Rock, Paper, Scissors.
- 4. Throughout the month of March, our school revisited the our behavior-management system, B.I.S.T., Goals for Life. Each week teachers nominated a student who best exemplified the life goal of the week.

Life Goal #1: I can make good choices even if I am mad.

Life Goal #2: I can be okay even if others are not okay.

Life Goal #3: I can do something even if I don't want to (or even if it's hard).

These students were recognized for their success and thanked for their contribution to our positive and safe school environment. In addition, students with no office referrals in the month of March were awarded a Popcorn and Recess Celebration, sponsored by Nielson PTO.

- 5. On April 3rd, our school enjoyed Knox College's Rootabaga Jazz Concert presentation. We also enjoyed the opportunity for our finalists to attend the Young Author Luncheon at Lake Storey Pavilion.
- 6. Throughout the school year, Miss Cavanah and Miss Gross have volunteered their time to provide a 1-hour after school program for 4th and 5th grade students called Fusion Club. This program is part of our IMSA Fusion grant. The focus of the group is to learn more about engineering and science utilizing the scientific process. Students design, build, and test their inventions at each session--some of the designs have included cars, boats, roller coasters, egg drops, shipping-safe packing, and many more.

			Nielso	n Demograph	ic Information					
Total Enrollment	393									
	Student Count	Percent								
F/R Lunch	290	74								
Non-F/R Lunch	103	26								
Female	210	54								
Male	183	46								
Race	Student Count	Percent								
Black/ African-American	79	20.6								
White/Non-Hispanic	200	50.8								
Hispanic/Latino	61	15								
Two or More Races	53	13.6								
Asian	0	0								
			Niels	son Discipline	Information					
	August	September	October	November	December	January	February	March	Total	S
Total Referrals	2	30	44	61	18	8	24	46	232	
Number of Attendance										
Days in Month	17	19	21	16	15	11	16	15	130	
Condon	A	Ctl	Ostabas	N	December	T	E-1	Manala	Ctdt- D	- CX
Gender	August	September	October	November	December	January	February	March	Students R	_
Male	1	17	23	36	13	5	17	31	73	71%
Female	1	4	6	10	5	3	1	4	26	29%
Race	August	September	October	November	December	January	February	March	Students R	_
Black/ African-American	0	5	9	9	6	2	5	8	28	28%
White/Non-Hispanic	2	13	15	20	6	5	8	20	52	52%
Hispanic/Latino	0	0	1	1	0	0	0	1	2	2%
Two or More Races	0	4	4	5	3	1	5	6	17	18%
Asian	0	0	0	0	0	0	0	0	0	0%



Bright Futures Preschool

...... Helping Students Achieve Their Dreams

District Website:

www.galesburg205.org

Contact Information:

932 Harrison Street, Galesburg, IL 61401

Phone: (309) 973-2031

Fax: (309) 342-7260

To: Dr. John Asplund From: Ellen M. Spittell Date: April 1, 2019

Re: Monthly Board Report

Enrollment

End of Month: Total Enrolled as of 2/28/19: 217

Adds: 0 Drops: 2

Total Enrolled as of 3/31/19: 215

Curriculum

The Knox County Health Department made a presentation for each classroom on "Don't Rush the Brush". Students learned how to brush and floss with the help of Fred E. Flossisauras.

Parent/Teacher Conferences

Conferences were held all day on March 8 and on March 21 from 3:50-7:10. An additional night of conferences will be held on April 11 from 3:50-7:10. Teachers review student's portfolios with parents including standards, written details of student growth as well as pictures, ideas of what will be worked on next in school and suggestions for parents that they can work on with their child at home.

Bright Futures teachers do a wonderful job of keeping in touch with their parents throughout the school year which lays a foundation of positive relationships being developed between parent/school.

Full Day Classrooms

Our two full day classrooms have had a somewhat difficult time getting into a regular routine with all the snow days and student illness since the program began on January 14. Hopefully, after break students will be able to enjoy full weeks of school and, therefore, reap the benefits of the full day class.

Gale Elementary School

131 W. DAYTON STREET GALESBURG, IL 61401

PREPARED FOR: Dr. Asplund & the District #205 Board of Education **PREPARED BY:** Sarah A. Rozny, Principal

PREPARED DATE 4/3/19

I. OFFICE REFERRALS

Gale Discipline Information

Gale Discipline Informa	tion			
	Monthly Total	% of Total	Totals	
Total Referrals	5	9%	53	
Number of Attendance Days in Month	16	13%	123	
Gender	Monthly Total	% of Total	Totals	
Male	5	12%	42	
Female	0	0%	12	
Race	Monthly Total	% of Total	Totals	
Black/ African-American	0	0%	6	
White/Non-Hispanic	3	13%	24	
Hispanic/Latino	0	0%	2	
Two or More Races	2	10%	20	
Asian	0	0%	0	

	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	TOTALS
Office Detention	0	0	0	0	0	0	4	1			
ISS	0	2	0	1 1/2	0	0	1/2	1			
OSS	0	0	0	0	0	0	0	1/2			

II. DEMOGRAPHIC AND ATTENDANCE RATE BY GRADE LEVEL

Gale Demographic Information		
Total Enrollment	291	
	Student Count	Percent
F/R Lunch	128	44%
Non-F/R Lunch	163	56%
Female	130	45%
Male	161	55%
_		
Race	Student Count	Percent
Race Black/ African-American	Student Count 36	Percent 12%
Black/ African-American	36	12%
Black/ African-American White/Non-Hispanic	36	12% 69%
Black/ African-American White/Non-Hispanic Hispanic/Latino	36 201 20	12% 69% 7%

October 2018 Total Enrollment: 296 Full in Grades: Openings in Grades:

K	1	2	3	4	5	TOTAL
87.1%	90.5%	90.3%	91.7%	93.9%	94.8%	91.2%

III. SCHOOL IMPROVEMENT ACTIVITIES BY CATEGORY

Academic Mission:

Our Gale family strives to make children confident and creative builders of their future.

Diversity, Equity, and Inclusivity Vision:

Gale School strives to create a diverse community in which all members are safe, respected and valued. We believe that in actively promoting a diverse learning environment, we are fostering intellectual, social and emotional growth for all.

Goal #1:

Increase student Scantron Performance Series scores in Math from 74% who are "average low" or higher to 79% who are "average low" or higher from the Fall to Spring benchmark window.

- Recent Scantron scores indicate that we are at 78% of students at the "average low" or higher level for math.
- Teachers use of a spiral review program for grades 2 - 5.

Celebrations:

- 4th and 5th grade took a field trip to the Orpheum Theatre.
- Teachers have been reviewing math audit data in their team levels.
- PTO hosted a Silent Auction fundraiser which brought many families into the school.

 Teachers have adopted a common school-wide approach to word problems that will be adopted school-wide. We will be using the CUBES strategy.

Goal #2:

Increase staff efficacy in working with diverse students with a focus on intellectual, social, and emotional growth from 32% of students who report that they can be a leader at Gale to 80%.

- We have students assigned to leadership roles within our building. They are acting as lunch helpers, mail carriers for the office, door greeters, and other jobs.
- The ESL students have taken on being leaders for our diversity bulletin board outside the office.

How many times have you been in classrooms this month?

In the 16 days of school in March, I have completed 33 walkthroughs. Some observations:

- A 5th grade poetry reading
- Students writing letters to their pen pals
- Math games for practicing equivalent fractions
- Students participating in the new Books and Bites program in which the Galesburg Public Library's Melinda Jones-Rhodes visits Gale with Danielle Empey to talk about books with students in our library over lunch.

Goal #3:

Increase authentic student public speaking and writing opportunities from 36% of teachers using authentic writing and public speaking activities to 90% of teachers using authentic public speaking and writing activities in their classrooms.

- The helpers program has many opportunities to foster opportunities for authentic public speaking and writing.
- The pen pal program is underway.

Upcoming Dates: School Board members are invited to all school events.

- April 8th and 10th: Parent Teacher Conferences
- April 18th: Family Movie Night at the Orpheum. Doors open at 6:00.
- April 26th: 5th Grade Night
- April 29th May 3rd: Book Fair in the Library



Dr. Martin Luther King, Jr. Elementary School

"We are T.I.G.E.R.S"
1018 S. Farnham Street Galesburg, Il 61401-2499
309-973-2012

http://king.galesburg205.org/

Date: 4/02/19

To: Dr. John Asplund, Superintendent

From: Amy Nielsen, Principal, Dr. Martin Luther King, Jr. Elementary School

Re: April Board Report

ı	King Demographic Information										
Total Enrollment	359										
	Student Count	Percent									
F/R Lunch	359	100									
Non-F/R Lunch	C	0									
Female	168	47									
Male	191	53									
Race											
Black/ African-American	41	11									
White/Non-Hispanic	235	65									
Hispanic/Latino	32	9									
Two or More Races	50	14									
Asian	1	.002									

	Monthly Disciplinary Action												
Category/ Offense	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	Total			
Detention	6	11	9	11	0	0	4	0		41			
ISS	2 (½ day)		4	4 (½ Day)	4 (½ Day)	0	0	3		12			
oss	0	0	0	1	0	0	1	2		4			

King Discipline Demographic Information										
	Aug.	Sept.	Oct	Nov.	Dec.	Jan.	Feb.	March		
Total Referrals	6	13	13	11	7	3	5	10		
Number of Attendance Days in Month	8	19	21	18	15	8	16	10		

Gender	Aug	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March
Geridei	Aug.	Sept.	OCI.	NOV.	Dec.	Jaii.	reb.	Watch
Male	5	11	11	9	7	2	3	2
Female	1	2	2	2	0	1	2	8
			_					
Race	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March
Black/ African-American	1	1	1	1	0	0	1	2
White/Non-Hispanic	5	8	6	6	4	3	4	6
Hispanic/Latino	0	0	0	0	0	0	0	0
Two or More Races	0	3	3	4	2	0	0	2
Asian	0	1	1	0	1	0	0	0

Attendance % per							
Grade	K	1	2	3	4	5	All
August:	94.56	95.81	95.37	96.95	98.35	97.22	96.26
September:	93.46	92.54	92.61	96.03	97.90	95.80	94.58
October	92.39	93.50	94.50	96.35	95.63	94.50	94.30
November	89.12	91.88	91.93	95.81	96.02	95.36	93.25
December	93.96	93.57	91.82	94.95	94.01	96.99	93.96
January	85.77	82.71	80.73	87.83	90.29	92.40	86.58
February	90.90	91.04	92.61	92.37	93.33	93.29	92.14
March	88.80	90.01	90.23	93.41	92.50	92.41	91.19

Upcoming and Current Events:

❖ Girl's Night- April18, 5:30 p.m. -9 p.m.

School Improvement: King Elementary School SIP "At a Glance"

Mission:

At Dr. Martin Luther King, Junior Elementary School, we believe that education is the foundation to life success for all students. To ensure that foundation we will:

- Collaborate as team players with students, families and the Galesburg community to include everyone.
- Provide an equitable environment that is safe, nurturing and stimulating to meet students' needs.
- Foster a positive school climate which builds self-esteem, encourages mutual respect and values individual differences.
- Support students through high academic and behavior expectations.

Vision:

Dr. Martin Luther King, Junior Elementary School will embrace diversity, equity and inclusion to achieve academic excellence.

Goal #1: The number of students (Grades K-5) in the average/above average range on Scantron math will increase from 66% to 80% by Spring, 2019.

- -Action Step 1- develop and implement a progress monitoring list.
- -Action Step 2- Using the progress monitoring data, group students according to progress/lack of progress (change instructional groups)
 Action Step 3- Analyze mid-year data and develop curricular "Plan of Action" to remediate areas of weakness in math (By grade level)
 Action Step 4-SIT will review the data from mid-year to compare to BOY data, and develop a list of weak areas to focus on.

Action Step 5- Staff will analyze the progress made this school year and assess whether the

goal should continue next year

Goal #2: The number of students (Grades K-5) in the average or above average range on Scantron reading will increase from 73% (reading foundations) and 64% (reading) to 80% by Spring, 2019.

-Action Step 1- develop and implement a

Celebrations:

 Our analysis of the math audit data showed that many grade levels had assessment pieces in place and our staff showed willingness to work with other teachers in the same grade level to make assessment practices universal.

How many times have you been in classrooms this month?

Over the last **10** school days, I have completed **15** walkthroughs...Awesome things I observed:

 Students are practicing math facts, learning about famous people and creating biographies

progress monitoring list. -Action Step 2- Using the progress monitoring data, group students according to progress/lack of progress (change instructional groups)	about them, and completing Cercas on ThinkCerca.
Action Step 3- Analyze mid-year data and develop curricular "Plan of Action" to remediate areas of weakness in reading (By grade level) Action Step 4-SIT will review the data from mid-year to compare to BOY data, and develop a list of weak areas to focus on. Action Step 5- The staff will assess the progress made this year and assess whether the goal should continue next year.	
Goal #3: King School will increase the diversity (race, ability level, home language) of it's student population to at least 60% by Spring, 2019, and will include initiatives and activities that promote diversity, inclusion and equity.	Upcoming Meeting Dates/Next Steps: School Improvement Team- April 9, 2019
-Action Step 1- Develop a wide variety of activities for student participationAction Step 2- involve more students in helpers program (news cast) -Action Step 3- Widen the Student Helper program to give students more opportunities for involvement. Students have been added to the announcements and lunch dutyAction Step 4- King School will develop an	

Celebrations/Activities/Events:

inclusion plan for school-wide practices

• Our Girl's Night is a highly anticipated event. It is our first year doing the event, so we are excited to get this going. Next month, we will host a Boy's Night.



Silas Willard Elementary School

Mr. Jonathan Bradburn, Principal

460 Fifer Street, Galesburg, IL 61401 Phone: (309) 973-2015

Fax: (309) 343-0569

To: Dr. John Asplund, Superintendent of Schools

From: Jonathan Bradburn

Date: April 2019 Board Meeting

I. OFFICE REFERRALS / CURRENT ENROLLMENT

Total Referrals	Mar.	Percent	<u>Total</u>	Percent	Enrollment	469	Percent
No. attendance days	15		122		F/R Lunch	253	53.90%
Total ISS	0				Non F/R Lunch	216	46.10%
Toal OSS	5						
2, half day =EBD					Male	246	52.4%
Gender					Female	223	47.6%
Male	71	86%	321	80%	Race		
Female	12	14%	86	20%	Black/African Am	64	13.6%
Race					White/Non-Hispanic	300	63.9%
Black/African Am	17	20%	91	22.5%	Hispanic/Latino	28	5.9%
White/Non-Hispanic	44	53%	190	47.02%	Two or more races	74	15.7%
Hispanic/Latino	8	10%	29	.07%	Asian	3	.6%
Two or more races	13	16%	93	23.01%	American Indian.	0	0
Asian	1	.01%	1	1%			
American Indian.	0	0%	0	0.002%			

II. ATTENDANCE RATE BY GRADE LEVEL

		March 1 - Ma	arch 21	Total Enrollm			
K	1	2	3	4	5	TOTAL	
94.31	94.31	93.33	94.11	95.92	94.46	94.08	

III. UPCOMING EVENTS FOR THE MONTH - Board members are invited to attend events

April

- 1 Chess Club 3:30
- 2 Silas Willard PTO 6:00
- 2 Faculty meeting 8:15
- 2 Walking School Bus Meeting Resumes
- 3 Rootabaga Jazz Concert 2:15
- 5 Silas Willard Team Celebration 1:00
- 8 5th Grade elective assembly 10:00 and 12:40
- 8 Head Start visits Silas Willard 10:00 and 2:20
- 8 Silas PAW Patrol 4:00
- 8 Board Meeting 7:00
- 9 IAR Testing Begins
- 11 Harlem Wizards Assembly 10:30
- 12 5th Grade musical instrument tryouts 1:00
- 13 WIRC mini-conference 8:00
- 16 Family Reading Night 5:30
- 17 Problem-Solving Meeting 12:30 3:30
- 18- Faculty Meeting 8:15
- 18 Data Team meeting 2:15
- 23 Second and Third Grade to Beauty and Beast at the Orpheum
- 24 SIP meeting 9:00 12:00
- 25 IPA Secretaries Night at Iron Spike
- 26 Silas Willard Great Shake 1:00

IV. SCHOOL IMPROVEMENT ACTIVITIES BY CATEGORY

- 1. DISTRICT GOAL ONE- Balanced Assessment.
 - SIP Agenda Item: common assessment for academic vocabulary
 - Looked as designing fourth quarter common assessments of essential skills
- 2. BUILDING GOALS -
 - a. Goal 1 Students will increase their average Scantron scale score in Reading by 12% in K-2, 9% in 3-4, and 5% in grade 5
 - Grade level work on increasing reading stamina continues.
 - Intervention groups continue to assist students not performing above the 25th percentile.
 - b. Goal 2 Students will increase their average Scantron scale score in Math by 12% in K-2, 8% in grade 3, and 5% in grade 4-5.
 - 5th grade has created some drafts of common quarterly assessments for fourth quarter.
 - Intervention groups continue to assist students not performing above the 25th percentile.

- c. Goal 3 Silas Willard will see a 10% decrease in the number of office referrals from last year.
 - While referral numbers are down from last year. We are seeing a vast discrepancy in referrals between boys and girls. Our boys are representing between 75 and 80% of our office referrals.
 - The SIP team will be looking at this at our next meeting and discussing programmatic changes for our male students.

V. CURRICULAR HIGHLIGHTS / CELEBRATIONS

- 28 students are participating in the Silas Willard Chess Club. This club meets on Mondays and Thursdays from 3:30 to 4:30.
- 12 Silas Students will participate in the Young Authors luncheon at the Lake Storey Pavilion. We had a large number of student submit stories.

Steele Elementary School

......Helping Students Achieve Their Dreams......

Mrs. Graves, Principal

1480 W. Main Street, Galesburg, IL 61401 Phone: (309) 973-2016

To: Dr. Asplund, Superintendent of Schools

From: Jennifer Graves

Date: April 2019 Board Meeting

I. OFFICE REFERRALS

	Au g.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	Totals
Office Detenti on	1	4	2	5	0	1	1	0			13
Picked Up Early (Kinder garten or Life Skills)	2	7 (2students)	0	1	4	0	0	0			14
ISS	0	0	2	3-1/2	1- ½ day	1-½ day	2-1/2 day 1-1 day 1-2 day	1-1day			7 ½ 4 Full 1- 2 day
OSS	0	3-full 4- half	4-full days 2-half (4students)	7-½ day 5-1 day 2- 3 days 2- 5 days	1- ½ day 1- 1day 1-2day	1	4- ½ day 1-1 day 1- 3.5 days	6-½ day 1-1 day 2-1.5 days			23- ½ 15- Full 2-1.5 day 1-Two 2-Three 1-3 ½ 2-Five

II. ATTENDANCE RATE BY GRADE LEVEL

March 2019 Total Enrollment: 361

(Full in: K,2)

К	1	2	3	4	5	Life Skills K-2	Life Skills 3-5	Com. Room K-5	TOTAL
91%	93%	94%	93%	92%	94%	92.6%	91%	87.6%	93%

III. UPCOMING EVENTS FOR THE MONTH UPCOMING EVENTS

APRIL:

2: Last day of tutoring Lifetouch Spring Pictures Rootabaga Jazz Assembly

3: Illinois Young Author Banquet

8: Churchill Electives Assembly
Lombard Electives Assembly
IAR testing PEP assembly

11: Harlem Wizards AssemblyHarlem Wizards Game

12: 5th grade boys/girls puberty talk

17: Miles of Smiles

18: 4th & 5th grade music concert

22: Major Saver Limo Ride

23: 2^{nd} & 3^{rd} grade to the Orpheum

24: Steele Great Galesburg Shake

30: MATH NIGHT 6:00 pm.

IV. SCHOOL IMPROVEMENT ACTIVITIES BY CATEGORY

1. DISTRICT GOAL ONE- Assessment Literacy

- Video Series and activities during grade level meetings.
- Teachers served on writing and public speaking district assessment committee
- 2. BUILDING GOAL ONE- Improve student achievement in Reading & Math. The number of students who meet or exceed on Spring Scantron will increase by 5% over the number that met or exceeded on the Fall benchmark.
- Extensive data review with staff, including determining their percentage of growth.
- Change in intervention service delivery for 10, first grade students who did not show adequate gains first quarter.
- Co -teaching pilot in third grade math began for second semester.
- SIP team is in the process of planning Math night with take home games and literature for parents about how to help their students in math.

3. BUILDING GOAL TWO - SEL Acceptance and Embracing Differences.

- 5th grade boys night included handling stress, how to tie a tie, physical fitness and nutrition as well as STEM activities.
- Habits 4 of the 7 Habits of Successful Kids
- 5th grade volunteers in the LS classrooms.
- Co -teaching pilot in third grade math began for second semester.

V. CURRICULAR HIGHLIGHTS / CELEBRATIONS

Illinois Young Author 12 Finalists



5th Grade Boys Night

Thank you to all of the men who came out tonight to spend time with our boys and speak to them about:

- -the value of a strong character
- -the importance of a healthy mind and body
- -how to dress to impress
- -goal setting and positive choices

Thanks you to:

- Mr. Triplett- Steele Teacher
- Mr. Sanner- Steele Teacher
- Mr. Shane- Steele Custodian
- Mr. Law- CSC Men of Distinction
- Mr. Range- YMCA Solutions Program
- Mr. Morrison- YMCA Solutions Program
- Mr. Washabaugh- GHS Football Coach
- Mr. Graves- Steele Supporter
- Mr. Hawkins- Churchill Principal
- Mr. Young- Lombard Principal
- Mr. Johnson- Former Pro Baseball Player
- Mr. Varela -King Teacher
- And the young men from MOD at CSC, GHS football program, Quincy University football program and Steele School Alumni!







Community THANK YOUs:

United Way of Knox County

Thank you for bringing Jump with Jill to Steele School! The kids had a great time and learned about creating healthy habits!

Jump with Jill is the world's only rock & roll nutrition show. The Emmy-nominated school assembly was created by a Registered Dietitian and musician named Jill. So you can be sure that your child's experience will be engaging, entertaining, and educational.



Grace Anglican Church

Thank you for donating raincoats for our students! What a thoughtful act of kindness!

We had many dry and grateful students walking home in their brightly colored raincoats last night! They were delivered just in time for a rainy walk home!



DISCIPLINE BREAK DOWN
OFFICE REFERRALS BY FEDERAL RACE

			March			
363 STUDENTS	White	Black or African American	Hispanic	Asian	American Indian or Alaskan Native	Mixed Race
School Demographics	50%	29%		1%	1%	18%
Office Detention	0	0	0	0	0	0
Picked Up Early(K)	0	0	0	0	0	0
ISS	0	1- full day	1	0	0	0
oss	-2 ½ day	4- ½ day 2- 1 ½	0	0	0	0

Yearly Total to Date						
363 STUDENTS	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	American Indian or Alaskan Native	Mixed Race
School Demographics	50%	29%		1%	1%	18%
Office Detention	4	6	0	0	0	3
Picked Up	3	7	0	0	0	4
ISS	1	1- ½ 8 - full	1	0	0	1-½ 2- full
oss	6- half 2-full 1- three day	12- full 12- half 2-1.5 days 1-two 1- three 1- 3 ½ 1- five	0	0	0	1 ½ 2 full 1 five

OFFICE REFERRAL BY GENDER

March			Yearly Total to Date		
363 STUDENTS	Female	Male	Female	Male	
School Demographics	199	170	199	170	
Office Detention	0	0	3	10	
Picked Up Early(K)	0	0	1	13	
ISS	0	1-1 day	5 -½ days 1- 2 day	2- ½ days 4 full	
oss	4-½ day	2-1/2 day 2- 1.5day	11-half 2-full 1- five day	2-1/2 14-full 2-1.5 days 12-half 2-two 2-three 1- 3 ½ 1-five	



Churchill Junior High School

Mr. Tom Hawkins thawkins@galesburg205.org

905 Maple Avenue Phone: (309) 973-2002 Fax: (309) 342-6384

School Website: http://churchill.galesburg205.org

#YouBelong #YouMatter

To: Dr. John Asplund, Superintendent of Schools

From: Tom Hawkins, Principal, Churchill Junior High School

Date: 4/3/2019

I. Discipline: March (14 days of attendance)

A. 6th Grade: 4 students contributed to 6 infractions.

B. 7th Grade: 22 students contributed to 31 infractions.

C. 8th Grade: 16 students contributed to 23 infractions.

D. Out of School Suspensions: 13 students contributed to 16.5 days of OSS during March, 2019.

Year Totals

Grade	Total Infractions	Infractions/Day	OSS Days	% of Total OSS Days
6	44	.36	22	11%
7	160	1.31	83	43%
8	150	1.23	88	46%
School Totals	354	2.90	193	100%

Churchill is: White (66%), African American (13%), Hispanic (8%), Multi Race (10%), Asian (1.5%),

HI/Pacific Islander (<1%) Alaskan/Native American (<1%)

Cumulative Referral Percentages: (August 2018 through January 2019)

Males: 88% of total referralsFemales: 12% of total referralsWhite: 47%White: 46%African American: 38%African American: 51%Multi Race: 12%Multi Race:Hispanic: 3%Hispanic: 3%Asian:Asian:(of male referrals)(of female referrals)

II. Attendance Rate by Grade Level (492 with 93.12% for February)

- A. 6th Grade Total= 164 with 95% Attendance
- B. 7th Grade Total= 169 with 93% Attendance
- C. 8th Grade Total= 158 with 90% Attendance
- D. Total Enrollment= 491 with 92.74% for March

Group	6th	7th	8th	School	Staff
Year to Date Average Attendance %	96	95	92	94.37	95.91

III. Upcoming Events

School Events

4/4 1:50 Early Dismissal

4/5 1:50 Early Dismissal

4/5 End of 3rd Quarter

4/8 5th Electives Assembly

4/8 School Board Meeting

4/9-4/11 Illinois Assessment for Readiness- Math Testing

4/11 Harlem Wizards at Lunch

4/16-4/17 Illinois Assessment for Readiness- ELA Testing

4/18 Illinois Science Assessment for 8th Grade

4/19 No School- Good Friday

4/23 Spring Pictures

4/23 Limo Ride for Major Saver Winners

4/25-4/26 6th Grade Junior Achievement Biz Town

4/25 Jazz Showcase at Lake Storey, 7pm

4/29 8th Band Rehearsals at GHS

5/7 Churchill Student Showcase

Athletics

4/8 Track at Canton, 4:15pm

4/12 Track Pictures

4/16 Track at Sherrard, 4pm

4/18 Track at GHS, 4:30pm

4/25 Track at Galva, 4pm

4/27 Track at Kewanee, 9am

4/30 Track at GHS, 4:30

5/2 Track at Monmouth-Roseville, 4pm

5/6 Track at Canton, 3:30pm

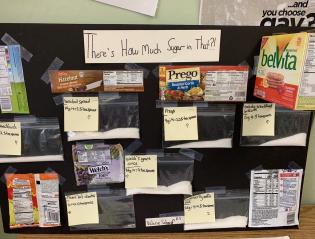
IV. School Improvement Activities

- Churchill's School Improvement Team Members are: Administrators: Tom Hawkins and Matt Lingafelter. Teachers: Michelle Nelson, Elise Rasso, Ginny Crowl, and Barbara Lester. Parent Member: Shawn Smith, Community Member: Melinda Jones-Rhoades, and Student Member: Olivia Owen. Tiffany Springer, Director of Curriculum.
- At our last meeting on March 6th, we discussed the action steps created by our goal teams. We also developed an behavior incentive geared toward our 3rd SIP Goal, to reduce the number of disruptions in the classroom. Students who were successful were able to participate in a school wide celebration before Spring Break. The following dates have been scheduled for the remaining ½ day SIP meetings: May 7, 2019.
- Attended the District SIP meeting on December 18th, where we shared our recent updates and progress for the SIP Plan for the year. The February meeting was cancelled. It was rescheduled for April 16th.
- Please refer to Monthly Board Report SIP Highlight Zone (end)
- During our OCR Training, our teachers created the following Diversity, Equity, and Inclusion Mission Statement:

Churchill Junior High School will embrace and celebrate the diversity contained within each member of our school community. In our nurturing environment, we will enable every student to reach their fullest potential. Together we will be accountable, responsible, and respectful members of society.

V. Celebrations/Pictures





Illinois Young Authors Brunch

Nutrition Projects in 7th Health Classes



Peer Feedback for Student Created Documentaries



Mr. Lingafelter with March Madness Winners for Positive Behavior



Jr. High Art on Display at Lincoln



This ESL student crushed the Pacer Test, 97 laps!

#YouBelong #YouMatter

Churchill Junior High School

Mission: Churchill Junior High School will embrace and
celebrate the diversity contained within each member of our
school community. In our nurturing environment, we will
enable every student to reach their fullest potential. Together
we will be accountable, responsible, and respectful members of
society.

Vision:

In progress. Our SIP team met and has decided to take this back to grade level teams to develop a vision statement, much like we did for our mission statement.

Goal #1:

We will demonstrate a 5% improvement in male student achievement on the ELA portion of the 2019 PARCC assessment.

(2018 PARCC ELA: 34% of male students met the benchmark)

Goal Team met on Thursday, November 8th

Will meet in February.

Celebrations:

Meeting with grade level teams to analyze achievement data and discipline data.

I have started meeting with individual teachers, working on personal goal setting with each teacher. We use a 3-2-1 plan. Teachers are using 3-2-1 with students.

3 things they can share with colleagues

2 things they want to improve on

1 student growth goal for their classroom.

This creates great conversation around school improvement.

Goal setting with ELA teachers and Science and Social Studies.

School Assembly recognizing growth on Scantron.

Goal #2:

We will demonstrate a 3% improvement in student achievement for all students on the Math portion of the 2019 PARCC assessment. (2018 PARCC- Math: 27% of students met benchmark)

Goal Team met on Tuesday, November 6th

Will meet in February.

Over the last 13 school days, I have completed 18 walkthroughs...Awesome things I observed:

- Student small group problem solving
- Student created documentaries
- FACS 6th Grade Pin Cushion Activities
- ThinkCERCA activities
- FitnessGram Testing
- Reading activities
- Guided practice activities
- Independent practice activities
- Stations in Math and Science
- Tree of Life and Pop Can paintings in 6th Art

Goal #3:

We will increase the social emotional intelligence in all students. In achieving this goal we will see a decrease in the number of OSS/ISS days for students, and see an increase in staff and student perception data. (Social Emotional Intelligence: the ability for students to self regulate and interact appropriately with others)

Upcoming Meeting Dates/Next Steps:

May 7, 11:30am-3pm



Lombard Middle School

Mr. Nick Young nyoung@galesburg205.org

1220 E. Knox St. Galesburg, IL 61401 (309)-973-2004 Fax: (309) 342-7135

http://lombard.galesburg205.org

To: Dr. John Asplund, Superintendent of Schools From: Nick Young, Principal, Lombard Middle School

Date: 4/3/2019

I. <u>Discipline:</u> Mar. 6-Apr. 2 (14 School Days)

A. 6th Grade: 8 students contributed to 12 infractionsB. 7th Grade: 10 students contributed to 12 infractionsC. 8th Grade: 7 students contributed to 10 infractions

D. Out of School Suspensions: 8 events leading to 18 days OSS

YEAR TOTALS

Grade	Total Infractions	Infractions/Day	ISSP Days	OSS Days
6th	328	2.66	134.5	56
7th	279	2.25	78	28.5
8th	282	2.28	93	42.5
School Totals	889	7.19	305.5	127

Lombard Racial Distribution:

	Total	Male	Female	% of Students w/Referrals
White	52.0%	27.4%	24.6%	40.00%
Black or African American	17.5%	7.8%	9.7%	23.78%
Hispanic/Latino	16.6%	9.7%	6.9%	15.14%
Multi-Race	14.0%	8.0%	6.0%	21.08%

II. Discipline Breakdown

Category	Mar. 6Apr. 2 (Student Referrals)	Year Totals (Students Referrals)
Disruption	32	280
Tardy	26	221
Truancy	1	3
Disrespect	6	57
Defiance Insubordination Non-Compliance	13	90
Fighting	4	47
Technology Violation	2	12
Abusive/Inappropriate Language	4	37
Harassment	4	14
Bullying	3	12
Skipping Class	1	4
Forgery/Theft Plagiarism	0	8
Physical Aggression	2	12
Vandalism	0	4
Use/Possession of Drugs	0	2
Use/Possession of Weapons	0	2
Use/Possession of Tobacco	1	1
Inappropriate Location Out of Bounds	1	10
Other Behavior	11	71

III. Attendance

Enrollment Totals

- A. 6th Grade Total= 151
- B. 7th Grade Total= 140
- C. 8th Grade Total= 147
- D. Total Enrollment= 438

Group	6th	7th	8th	School	Staff
3/6-4/2/2019	91.88%	91.09%	93.83%	91.92%	97.02%
Year Average Attendance %	94.65%	92.40%	93.23%	93.45%	97.21%

IV. School Improvement Activities

- No Meetings originally scheduled in March due to anticipated State Testing
 - Goal Update
 - Purchased items tied to school improvement for classrooms/curriculum
- Started Morning Open gyms to help combat tardiness
- Upcoming Meeting Apr. 24

V. Celebrations/Upcoming Events

- Booster Club Meeting--Apr. 8/May. 13
- Incoming 6th Graders (2019-20) Electives Assembly--April 8; 1pm
- Illinois Young Author Celebration--April 9; 11am
- IAR Testing April 9, 10, 11, 16, 17, 18
- April 22nd All School Celebration/Earth Day Community Event

Lombard Middle School

Mission: Lombard Middle School is committed to providing a safe, equitable, and inclusive environment in which all teachers, staff, and community value our diverse population of students, build relationships within our school and community, and help all students reach their highest level of academic achievement and social responsibility to become productive, life-long learners.

Vision: Lombard Middle School will be a model school for technology integration, curricular rigor and overall building climate.

Goal #1:

By the end of the 2018-2019 school year, the number of office referrals regarding classroom disruptions will be reduced by 3% compared to the 2017-2018 school year.

Celebrations:

- -Fall Dance (Lombard Only)
- -Be There; Be Ready Drawing for students on Time to School
- -Students of the Day
- -Positive Office Referrals
- -Student of the Month based on Positive Office Referrals
- -Lip Sync Battle
- -Whole School Choir and Band Performance
- -Jim Sundberg Visit
- -Elizabeth Eckford Visit
- -Valentines Day Dance
- -Math Questions of the Week
- -Attendance BINGO
- -"Clap outs" for Wrestlers and Solo Ensemble Participants
- -Held our first Morning open gyms with Solutions

Goal #2:

By the end of the 2018-2019 school year, the number of office referrals regarding tardy to school will be reduced below 266 (3% less) compared to the 2017-2018 school year. We will help address this goal by looking at increasing our community/family involvement.

How many times have you been in classrooms this month?

Over the last 14 school days, I have completed 31 walkthroughs...Awesome things I observed:

- ThinkCERCA lessons on-going
- Peer to Peer collaboration

Goal #3:

By the end of the 2018-2019 school year, 23% of students will meet the math benchmarks (5% school wide increase).

Upcoming Meeting Dates/Next Steps:

Next Meeting: Apr. 24 Data Breakdown/Goal Success Update Prep goals for next year



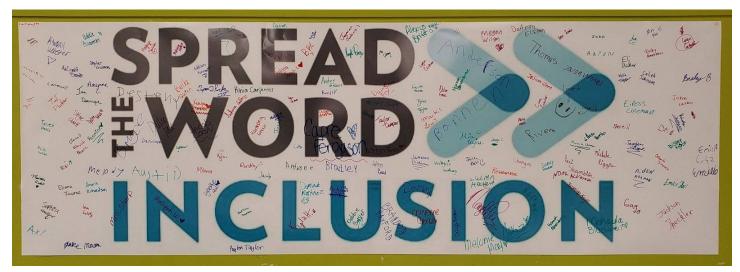
Math Question of the Week Winner...Way to go John!



Staff Member of the Month as nominated by her colleagues--Ms. Chapin



Mrs. Schaeffer's class Spreading the Word INCLUSION!



Lombard Community Support!

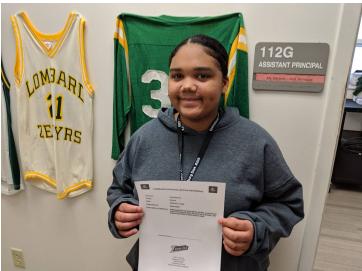


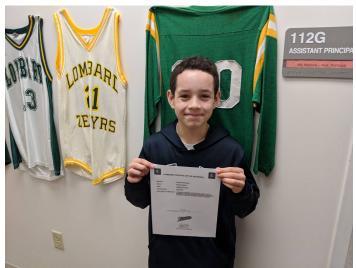
Congrats to our Solo/Ensemble Participants!



Clapping them out and on to Success!









A few of our Positive Office Referral recipients.

36 Total student referrals in 14 days of school!

Positivity recognized and nominated by staff for the following:

Always thinking like a scientists. He has a wonderful understanding of experimentation. He knows how to pinpoint a variable and how to make an experiment valid. He is going to be an awesome scientists some day!!!!

Gavin has been a great addition to our band! He interacts well with others, always has class materials and strives daily to improve.

Marcis has shown responsible behavior by picking up after peers at his lunch table. On several occasions Marcus has went above and beyond to pick up spilled milk, dropped trash, and leftover food that he did not have anything to do with. This has happened at times that he hasn't even eaten himself.

Deyja began band this year and has worked daily to improve. She has made tremendous progress. She conducts herself in a pleasant fashion with her teacher and her peers.

Asked questions and advocates for herself. In science she is the first to stop me when she does not understand. She makes a good effort to follow along in class.

Zaine has a good sense of humor, yet remains respectful. He is always the first one in class, and uses his class time wisely. He is responsible and often exceeds expectations on his projects. He is kind and works well with others.

Jesicah is always respectful, responsible, works hard and exceeds expectations in my class. She is polite and seems to genuinely care about not only her classmates, but also me. She is a pleasure to have in class!

Jameson successfully completed the crash course on conducting yesterday given by the guest Knox Galesburg Symphony conductor candidate, Brendan Townsend.

Dawson comforted a student that was upset during group. He went out of his way to help the student feel comfortable and included.

James is always working to improve and has a positive approach in tackling the tough tasks - the type of co-worker we all would like to be around and be.

Always helpful. He is a great problem solver and wants to help everyone. Kind to his classmates. Bryce gets his work done and often helps others with their work in class.

Working hard on his grades and is maturing to be a great young man.

Xavier took his retake to the Constitution test, upon completing all required work which was three different things, he passed. He also has been using time in ISSP to get himself caught in terms classwork and work previously not completed.

Eli is a wonderful student to have in Advisory! He is always so nice, helpful, courteous, and kind. He noticed I had run out of pencils and brought me an entire pack for my classroom yesterday! I appreciate having Eli in class every day!

Melonie has worked extremely hard over the past couple days to get all of her missing work done and even got 3 missing assignments done in class. She even took a quiz after only a few minutes of review and did really well. Melonie needs to keep up the good work and have it flow over to 4th quarter and try to get a really good grade in math class. I know she can do it if she really tries hard and doesn't give up.

So much improvement. His grades are better. His attitude is wonderful. He has developed into a great young adult.

She is getting better grades and completing her CICO sheet with success!! Lots of improvements!!

She is a top achiever in Math and ELA. She has the highest possible grades in both classes. She always turns her homework in on time and is the standard for a Lombard Zephyrs.

Drake is a great first year band student who diligently strives to improve every day.

Landon is a shinning star in my 3rd hour.

His class participation and focus is

unmatched by any other student in that class. He is helpful to his peers and I am thrilled to see him so successful.

Yannik always works hard to maintain

academic excellence in my room- I appreciate how hard he works and thrilled to see him excel.

Addie is consistently on task and completing work to the best of her ability. She exceeds every expectation. She participates often and plays an important role as a leader in and outside of the classroom. Addie is an integral part of Lombard and everyone should know it!

Comes in enthusiastic with a smile. Obviously enjoys singing and enjoys the challenges of new material. Encouraging to others, but never overbearing. Does not engage in the typical 8th grade drama.

Jordan works hard in class. She is always on time, completes work on time, helps others, contributes in class and is an overall great student.

Eiress is always prepared for class, respectful to others and keeps a positive attitude. I appreciate her willingness to participate often in class discussions, her hard work and offering help to others when she can.

Bryant is a wonderful student in all of his classes. He is determined, hardworking, respectful, & follows all school wide expectations. He is an excellent role model for others & frequently guides other students back onto the right track. So proud to have Bryant as my student!

Prompt with homework and wants to learn new things all the time. Extremely kind to others. We love her in the 8th grade.

Top notch student and good person. Always conscience of others and offers her assistance to those in need. There is no one better in the 8th grade!!!!!

Max ALWAYS comes into the library on days that he forget his ID. He is ALWAYS respectful and waits his turn patiently. He ALWAYS returns his loaner at the end of the day. Max is a true example of a great student. He would be an

AWESOME role model for other students.

I have watched time and time again this year Brayden go out of his way to be a really good friend. Brayden's best friend is severely ADHD. He gives him cues and prompts to follow the classroom and school expectations. He quietly reminds him what he should be doing. When his friend needs to leave class for a few minutes to calm himself, he makes sure that his friend has all of the notes that he missed so he can do his assignment. He never gets short or frustrated. He was a great help on our school evacuation trying to get his friend to follow the safety guidelines. I have found myself on occasion, correcting Brayden for being up or out of his seat or talking, only to find out that what he was doing was actually the kindest most selfless act to help a friend. Brayden is the most amazing friend, and I wish every student at our school had a friend as wonderful as him.

Christian got a perfect score on his red lit book!

Emma consistently goes above and beyond in History making sure to do any all extra credit. She makes sure to meet with me after school to discuss study skills and making up all absent work. She works hard to maintain high grades and is a asset to my 2nd hour History class.

Tyree has been excellent in the hallways and at lunch. He does the right thing, and sets a great example for others to follow. Today he ignored friends who were doing the wrong thing, and signed a pledge to work for inclusion.

Hilani is a very hard working student who strives to do her best. She participates and takes risks in and out of class. Her smile lights up the whole room.

Sam is a positive role model to his peers. You can count on him to lead his classmates in making good choices. He works hard to earn the best grades possible in all of his classes.

Michele has been doing an OUTSTANDING job in ELA during the 3rd quarter! She is always on-task and has done a great job participating in class. She even encourages her peers to participate in discussions, which has really impressed me. She is very aware of doing the right thing and has done incredibly well avoiding distractions. I love having her in ELA class!



Galesburg High School

Helping Students Achieve Their Dreams

1135 West Fremont Street, Galesburg, IL 61401-2499 Phone: (309) 973-2001 Fax: (309) 343-7122

http://ghs.galesburg205.org/

To: Dr. John Asplund, Superintendent

From: Jeff Houston, Principal, Galesburg High School

Re.: April Board Report

MONTHLY BOARD REPORT

Upcoming events for the month

• April 9th PSAT and SAT testing for 9-11 grades

- April 11th New Teacher Meeting (7:15am)
- April 11th Student of the Month for March Luncheon
- April 11th Department Chair Meeting (2:50pm)
- April 12-14th GHS Theater Department Presents "Mary Poppins"
- April 17th IL Science Assessment Testing
- April 18th SIP meeting (3-5pm)
- April 23rd 5th grade band informational meeting (7pm)
- April 24th NHS practice (2:45-4pm)
- April 24th Freshmen City Government Day
- April 25th Faculty Meeting on the 20s
- April 25th Jazz Showcase (7:00pm)
- April 25th Streaks Surplus Sale (3-6pm)
- April 26th Real World Event in the Field House (7-4:00pm)
- April 28th NHS Induction (3:00pm)
- May 2nd CTE signing (9:30-11:30am)
- May 3rd Schoolwide Agriculture Fair
- May 3rd Midterm
- May 3rd Student Council Blood Drive (12-6:30pm)
- May 4th Prom

School Mission:

As a partnership of students, staff and community, Galesburg High School seeks to provide all students with equal opportunity to achieve academic, physical and vocational success in a caring environment. This environment shall be based upon mutual respect where all teachers have the right to teach and all students have the right to learn. Our commitment to excellence will enable students to develop as productive, socially responsible citizens.

Diversity and Inclusivity Statement:

At GHS, it is our goal to embrace the differences of every individual in our diverse community, including race, gender identification, age, ethnicity, culture, religion, sexual orientation, ability, and economic background. We will strive to recognize and eliminate barriers to provide equal access to all. By valuing our differences, we will continue to enhance our rich curriculum and foster an environment that prepares our students to be mindful and engaged in a diverse, global community.



School Improvement Progress

In March, the School Improvement Program met and took stock in regards to current goals, as well as made projections for next year. We reviewed the work being done in the Curriculum and Operations subcommittees to ensure that our goals are in line with district planning. We are invested in transparency and feedback, and invite interested board and community members to attend our meetings, if interested.

Goal 1: Freshmen students will be on track to graduate from 78% to 80% by the end of 2018-2019 school year.

- Term three will be coming to an end in short order, and we will be analyzing failure data in order to continue to hone in on trends and contributing factors.
- Counselors met with freshmen students to discuss career pathways and academic planning.

Goal 2: We will increase our student's feeling of connectedness by raising the 5Essentials school connectedness score from 32 to 40 by end of 18/19 school year.

- The Fearlessly Girls group has been meeting regularly to plan for their large summit on April 10th. On that date, many junior high students will also join us to learn and grow as strong female leaders.
- Sophomore students attended a Career Fair at Carl Sandburg College. They were exposed to a variety of local employment opportunities and learned about academic pursuits.

Goal 3: Reduce the number of students in the Scantron below average performance band by 3% before the end of the 18-19 school year.

• We are discussing the many ways in which we can further embed the conversation about growth with our students as we approach our final testing window.

Walkthrough Feedback:

The administrative team conducted approximately 40 walkthroughs in the Month of March.

Some takeaways from the walkthroughs:

- Students are finishing large projects as the end of the term nears.
- There is a lot of review happening for finals.
- Students are giving speeches for their peers.
- Traffic in the hallways has increased during Advocacy.

Celebrations/Activities/Events:

 On March 7th the Visual Arts Showcase occurred in tandem with the Solo and Ensemble Performances. The works of art and sound were fantastic!





Dr. Kathy Conklin(Psycholinguist) is a professor in the UK at the U. of Nottingham. She visited Mr. Peachey's classes 4/1/19 to discuss her brain research & language. She wants students to see what a"little girl from Costa & GHS" can experience when hard work is paired with a passion!

We had a medical emergency in which Joe Luna performed a life-saving act for a student. Staff worked together and responded quickly and efficiently, ensuring a positive outcome for our student.



Total Discipline Offenses by Subgroup (March)

-	Total		Male			Female			
Total	# of Students	Total	%	# of Students	%	Total	%	# of Students	%
*473	173	349	73.8	124	71.7	124	26.2	49	28.3
**205	117	154	75.1	88	75.2	51	24.9	29	24.8

	W	hite		Black			Hispanic			2 or more Races					
Total	%	# of Students	%	Total	%	# of Students	%	Total	%	# of Students	%	Total	%	# of Students	%
*209	44.2	87	50.3	102	21.6	37	21.4	44	9.3	18	10.4	105	22.2	30	17.3
**103	50.2	60	51.3	47	22.9	23	19.7	17	8.3	13	11.1	32	15.6	30	25.6

^{*}Row represents ALL referrals entered into skyward

Galesburg High School Average Daily Attendance by Month, 2018-2019 School Year

Grade	9th	10th	11th	12th	Total
August	95.08%	93.57%	94.06%	91.06%	93.23%
September	91.01%	92.66%	91.67%	91.80%	91.76%
October	91.92%	92.61%	92.26%	91.65%	92.12%

^{**}Represents behavior only type offenses, and excludes attendance related referrals such as tardies, attendance interventions, and missed detentions

November	90.85%	91.36%	90.20%	89.07%	89.97%
December	91.61%	91.87%	91.31%	91.62%	91.61%
January	91.12%	91.92%	90.80%	90.69%	92.14%
February	89.90%	91.17%	89.82%	90.80%	90.40%
March	88.72%	89.09%	87.00%	89.22%	88.52%



Galesburg High School North

Helping Students Achieve Their Dreams 1135 West Fremont Street, Galesburg, IL 61401-2499

1135 West Fremont Street, Galesburg, IL 61401-2499
Phone: (309) 973-2003 Fax: (309) 343-7122

http://ghs.galesburg205.org/

To: Dr. John Asplund, Superintendent

From: Jason Spring, Principal, Galesburg High School North

Re.: April Board Report Date: April 3, 2019

Enrollment

Linomicit		
Total Enrollment	81	Percent
Female	44	54.3%
Male	37	45.6%
Race		
Black/African American	14	17.2%
White/Non-Hispanic	47	58.2%
Hispanic/Latino	7	8.6%
Two or More Races	13	16.0%

Enrollment Notes:

Attendance Rate by Grade Level

Attendance Rate by Grade Level						
Grade	9th Grade	10th Grade	11th Grade	12th Grade	Total	
August	82.5%	88.3%	81.6%	82.6%	84.1%	
September	68%	78%	60%	68%	69%	
October	69.7%	79.5%	57.5%	76.2%	71.7%	
November	56.3%	80.1%	79.9%	76.8%	76.7%	
December	49.4%	74.0%	79.7%	70.7%	71.9%	
January	60.8%	71.5%	69.1%	69.2%	69.1%	
February	50.3%	62.0%	68.9%	73.9%	64.7%	
March	49.4%	60.8%	67.5%	73.7%	63.7%	

Attendance Notes: We have several students failing to attend on a regular basis. We make every effort to encourage our students to attend. (Phone calls, home visits, student/parent meetings, incentives etc...) Students age 17 and over who accumulate 18 or more unexcused absences may be dropped from our roster for non-attendance. Students under age 17 may receive a truancy ticket or be removed from our roster, added back to GHS roster, and replaced with another GHS student needing our help.

Office Referrals for 2018-2019 School Year

4	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	April	May	Total
(O	10	12	10	10	5	7	12			66

Discipline Data

	March	Percent
Total Referrals	12	
Gender		
Male	8	66.6%
Female	4	33.3%
Race		
Black/African American	3	25%
White/Non-Hispanic	6	50%
Hispanic/Latino	1	8.3%
Two or More Races	2	16.6%

<u>Discipline Offenses: March</u>

- (1) Bus
- (1) Disrespect
- (1) Drug Use
- (2) Electronic Device
- (1) Fighting W/ Injury
- (1) Fighting-w/ Injury(1) Gross Misconduct
- (1) Inappropriate Behavior
- (1) Profanity
- (1) Stealing(1) Threat

MONTHLY BOARD REPORT

Upcoming events for the month

April

3 Fire Drill 9:30

4 Shootin' Hoops and Smilin' Basketball Game 6:30

4/5 1 Hour Early Dismissal, Finals, End of Term 3

8 Board Meeting

9 Testing (PSAT, SAT)

12,13,14 Mary Poppins Musical

19 No School- Good Friday

School Improvement Activities

Goal 1: We will work to improve a school climate that values, accepts, and understands diversity.

March activity to support goal 1:

 On Fridays, Anthony Law from Carl Sandburg College has been bringing members from WOC (Women of Character) and MOD (Men of Distinction) group to visit with our students during lunch time. This continues to be a positive opportunity for our students to interact and learn from past peers who are now attending college.

Goal 2: Create opportunities for all students to be college, career, and life ready.

March activity to support goal 2:

• Continue to assist students in filling out their FAFSA and signing up for classes at Carl Sandburg College.

Goal 3: Improve overall student attendance by 3%

March activity to support goal 3:

- We saw a 1% decrease in overall student attendance for the month of March.
- Strategies to improve attendance:
 - 1. Daily calls home (in addition to Skyward automated calls)
 - 2. Offered guided meditation for students during lunch time to relieve stress and anxiety.
 - 3. Community member, Rick Welty, mentors students on Wednesday morning.
 - 4. Staff has daily conversations with students encouraging better attendance.

Celebrations and Pictures

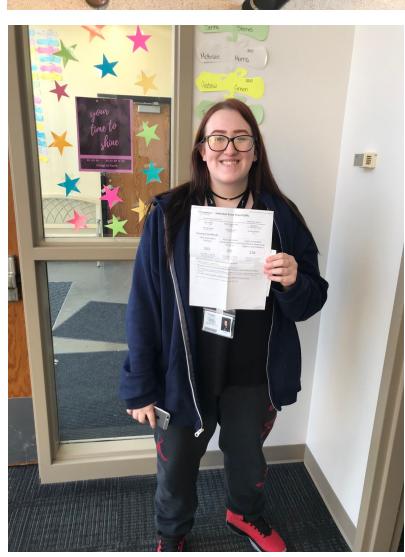
CSC Men of Distinction (MOD) Visit





Scheduling CSC Classes





DATE: April 1, 2019

TO: Dr. Asplund

FROM: Dawn Michaud, Special Ed Director

SUBJECT: Special Education Update for the Apr. 8th Board

Personnel: Staff Shortages

School Psychologists

School psych intern accepted position for 2019-20

Paraprofessional Subs

We currently have 9 para subs to cover our 79 para positions. We will continue to post and work on recruiting more subs.

Projects working:

- Staff projections and needs for next year
- Timely meaningful consultation meeting for the district May 13th
- Job descriptions updated all but paraprofessional, working on it
- Needs assessment goes out April 2nd

Future Projects:

- Maintenance of Effort (MOE) will be coming in any day from the State Board
- District Behavior Point and Level Guide
- Social Work Guide
- Life Skills curriculum final document
- Update Multi-Tiered Systems Support (MTSS)/Response To Interventions (RTI)

Postings for next year:

School Psychologists

School Psychologist Interns

Speech Pathologists

Special Education Teachers

School	Program	Number programs	Grade Level	Number of students
Bright Futures	Blended half	5 AM 4 PM	Pre-K	23
0	Special Ed half		Pre-K	8
	Full Day		Pre-K	3
Gale Elementary	Cross Categorical (CC)		K-3	16
,	Cross Categorical (CC)	1	4th-5th	8
Nielson Elementary	Cross Categorical (CC)	1	K-2	17
•	Cross Categorical (CC)	1	3rd-4th	18
	Cross Categorical (CC)	1	4th-5th	19
King Elementary	Cross Categorical (CC)	1	K-2	7
	Cross Categorical (CC)	1	3rd-5th	15
Silas Elementary	Cross Categorical (CC)	1	K-4	19
	Cross Categorical (CC)	1	4th-5th	19
	Emotional Disability (ED)	1	K-2	9
	Emotional Disability (ED)	1	2nd-3rd	8
	Emotional Disability (ED)	1	4th-5th	7
Steele Elementary	Cross Categorical (CC)	1	K-2	17
	Cross Categorical (CC)	1	3rd-5th	17
	Life Skills (LS)	1	K-2	9
	Life Skills (LS)	1	3rd-5th	9
	Communication	1	K-4	7
Churchill Middle	Cross Categorical (CC)	5	6th-8th	63
	Emotional Disability (ED)	2	6th-8th	19
Lombard Middle	Cross Categorical (CC)	5	6th-8th	78
	Life Skills (LS)	2	6th-8th	20
Galesburg High School	Cross Categorical (CC)		9th-12th	117
	Emotional Disability (ED)	3	9th-12th	19
	Life Skills (LS)	2	9th-12th	14
	Life skills/Emotional	1	9th-12th	9
GHS North	Cross Categorical (CC)	1	9th-12th	7
Camelot	Drivata Day	1	K-12	1
Kiefer	Private Day Private Day		K-12	1
Onarga	Residential Private		9th-12th	1
Swann School	Residential Private		6th-8th	1
Schramm School	Public Day		K-12	1
Valeska Hinton	Hearing Impaired		PreK	1
valeska Hillitoli	nearing impaired	1	FIER	1
Special Ed students		Total special educa	L tion - 571	
BF - 34	CC - typical special ed in a	•		
Elementary - 221	LS - serve students with lo			riculum
Middle/JR H - 141	ED - serve students with 6			
High School - 166	Comm - students lower n		_	
Placed outside - 9				
	I.	1	1	ı

Curriculum Report

April 2019

1. **Writing Rubric**: Presentation of the 7-12 rubrics will occur at the Board of Education meeting on Monday, April 8th.

2. Public Speaking Rubric Development: Done

- a. Working on Documents to be placed in Team Drive for Fall 2019 use.
- b. Beginning to work on creating poster-sized materials for teachers to utilize as teaching tools for developmental rubrics for Fall 2019 use.

3. K-5 District Curriculum Leaders:

- a. We met on the 4th of April at 3:30pm.
- b. Topics of Discussion: Science, Math, and Reading Content Areas

4. Gifted and Talented Education Committee:

- a. Our first meeting is scheduled for Monday, April 8th at 4pm.
- b. We will be reviewing research and beginning the development of our Galesburg District #205 gifted and talented education offerings.

5. Multi-Tiered System of Support:

- a. We sent out 2 documents to all district teachers in an effort to gain insight into the understanding of tiered interventions for academics and behavior in District 205.
- b. At our meeting on Friday, March 15th we reviewed the teacher submissions.
- c. We met again on April 2nd to finish the review of these documents and to discuss our vision for developing tools to meet students' needs, assist teachers and unify processes. Members of the committee were tasked with creating explicit interventions for each of the tiers prior to our next meeting. A Google Sheet was shared with the members of the committee to develop ideas on the same template.
- d. We will be meeting again on Thursday, March 11th. At this meeting, committee members will be discussing their findings and information. The committee will provide feedback.

6. <u>District Improvement Team Meetings</u>

- a. Our next meeting is scheduled for April 16th from 6-8pm.
- b. The meeting will be held in the Board of Education room.

7. Instructional Coaching:

- a. Book Study-Theory to Practice
- b. Instructional Playbook
- c. Developing a Roll Out of the 205 Instructional Coaching Model
- d. Setting up work sessions
- e. Planning summer work

8. Knox Early College Partnership:

- a. Application process is now completed.
- b. We are awaiting the results of the Galesburg student applicants.
- c. GPSF is willing to assist us to provide an equitable opportunity for all!

9. Illinois Young Author Celebration:

- a. Danielle Empey and Leigh Ann Cloud did a fabulous job organizing the event.
- b. Mrs. Barrett and her GAVC Culinary Occupation Students prepared a great meal.
- c. Many thanks to Mr. Jim Jacobs for his presentation during the event.

d. We have a lot of talented writers among us. It was great to see the students excited about the writing experience and their accomplishments. We had several family members that were also there to celebrate the students' success!

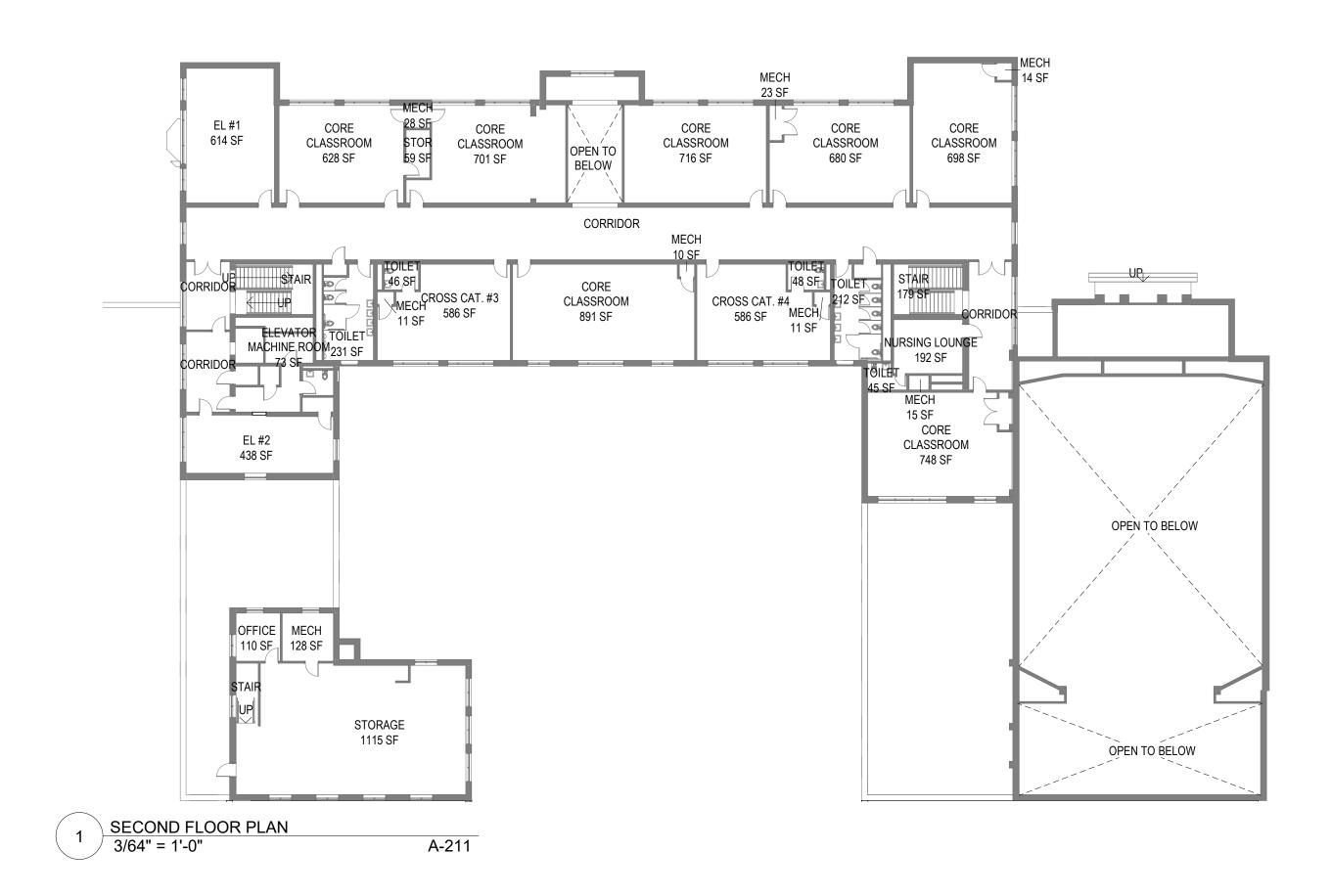
10. Summer School:

- a. We are nearing a complete teaching roster for our Summer School program.
- b. Those who are working on the credit recovery side of summer school for our high schoolers were given the opportunity to be trained on March 21st.
- c. We have upcoming training on May 16th for reading teachers in grades K-8, along with STEM training for those who are teaching the STEM portion of the afternoons.
- d. Math teacher training and remaining STEM training will take place at a later date.
- e. We plan to review the students' data and referral submissions, following the upcoming Scantron benchmarking window. This will provide another point of data to review prior to making a final decision on student placements.

11. Kindergarten Roundup-Class of 2032

- a. We will be having our Kindergarten Roundup for all incoming Kindergarten students on Tuesday, May 28th from 6-7pm at Galesburg High School.
- b. We look forward to this celebration and a new approach to Kindergarten Roundup!





FILE/COPY TOILET FOILET NURSE

120 SF 51 SF 49 SF 100 SF

76 SF

CORE CLASSROOM 754 SF

SPEECH 722 SF

TIME OUT #1 TIME OUT #2 135 SF 136 SF

ED #1 747 SF

CORE CLASSROOM

CROSS
CATEGORICAL
SPECIAL
EDUCATION #1
S92 SF
431 SF

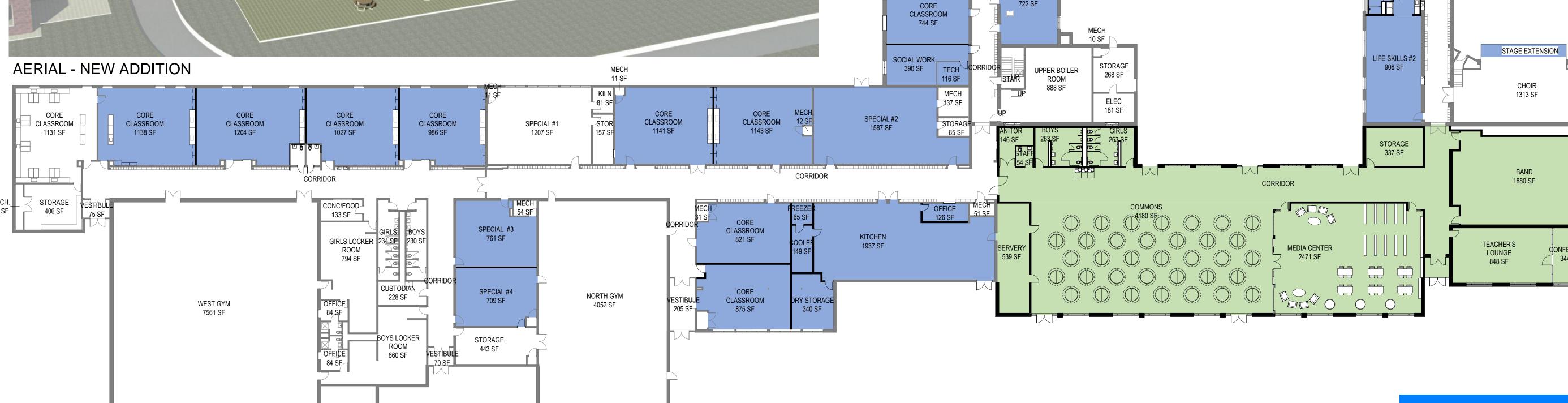
EXTERIOR VIEW - SOUTH



COMMONS



STORAGE 482 SF



STORAGE 210 SF

FITNESS/CLIMBING/YOGA STUDIO 1235 SF

LOMBARD 5TH - 6TH GRADE CENTER

03.07.19

CORE CLASSROOM 716 SF

LIFE SKILLS #1 908 SF

AUDITORIUM

3624 SF

CORE CLASSROOM

685 SF

CORE CLASSROOM

657 SF





KINDERGARTEN & FIRST GRADE PLAYGROUND



EXTERIOR VIEW - SOUTHWEST



STEELE ELEMENTARY SCHOOL - FLOOR PLAN
3/64" = 1'-0"

LIGHT RENOVATION 0 S

MEDIUM RENOVATION 4,890 S

HEAVY RENOVATION 3,643 S

NEW ADDITION 16,858 S

NEW ADDITION 16,858 SF NEW K-1 PLAYGROUND 2,734 SF



STEELE ELEMENTARY SCHOOL 04.08.19



Community Unit School District #205

...... Helping Students Achieve Their Dreams

District Website:

www.galesburg205.org

Lincoln Education Center:

932 Harrison Street, P.O. Box 1206, Galesburg, IL 61402-1206

Phone: (309) 973-2000

Fax: (309) 343-7757

To: Board of Education

Fm: Jennifer Hamm

Re: Approve Bid Specs for the Demolition of the Old Lombard Gym

Date: 4/1/2019

We request that the Board of Education approve the attached bid specs prepared by Russell for the demolition of the Old Lombard Gym.

NOTICE TO BIDDERS

The Board of Education of Community Unit School District No. 205, Knox and Warren Counties, Illinois is requesting sealed bids for Zephyr Dome Demolition including the following Bid Categories: A Demolition.

A pre-bid conference will be held at the Lombard Junior High School located at 1220 E. Knox St, Galesburg, IL on April 12, 2019 at 10:00 A.M. Potential bidders are encouraged to attend. The deadline for receiving sealed bids for the proposed project has been set for April 25, 2019 at 2:00 PM in at the School District offices located at 932 Harrison Street, Galesburg, IL. All bids must be submitted on the Bid Form provided and delivered in a sealed envelope marked: "Zephyr Dome Demolition - Bid Package 1 Bid, Bid Category A - Demolition". The public hearing and reading of bids for the proposed project will immediately follow receipt of bids. All bid proposals must reflect costs associated with the complete set of project bidding documents and all addenda issued. Project bidding documents may be obtained at the bidders expense from CBT in Peoria or Moline, or from the Central Illinois Plan Room in Springfield. They may also be viewed at the School Administration Office, 932 Harrison Street, Galesburg, IL or Russell Construction Company, Inc., 4600 E. 53rd St, Davenport, IA. Bidding documents are available online at www.isqft.com. Questions regarding the project should be directed to the Construction Manager, Russell Construction (Lee Marbach) at Imarbach@russellco.com, or 563-459-4600.

All bids must be in compliance with IL Prevailing Wage Law and the labor laws of the state of IL. The Board of Education reserves the right to accept and/or reject any or all bids, to waive all irregularities in bidding procedures and to make all decisions in the best interests of the school district.

Ms. Tianna Cerantez, President Board of Education

Mr. Maury Lyon, Secretary Board of Education.

we	would	also	like to	have	a Cert	ificate c	of Public	cation.

1

ZEPHYER DOME DEMOLITION BID PACKAGE 01: DEMOLITION

RUSSELL APRIL 2019

PROJECT MANUAL FRONT END SPECIFICATIONS

PROJECT: ZEPHYR DOME DEMOLITION

CM PROJECT NO.: 01-19-0049

A/E PROJECT NO.:

OWNER: COMMUNITY UNIT SCHOOL

DISTRICT #205

ARCHITECT/ENGINEER:

DATED: April 1, 2019

PRE-BID CONFERENCE/SITE JOBSITE

EXAMINATION: 10:00 A.M. on April 12, 2019 (Friday)

1220 E Knox St (Lombard Junior High)

Galesburg, IL 61401

BIDS RECEIVED: 2:00 P.M. on April 25, 2019 (Thursday)

932 Harrison St (School District Office)

Galesburg, IL 61401

BIDDERS' CONTACTS:

PROJECT ARCHITECT: CONSTRUCTION MANAGER:

Russell Construction Co. 4600 E. 53rd Street
Davenport, IA 52807

Architect: Project Manager: Lee Marbach

Phone: Phone: 563-459-4600

Email: lmarbach@russellco.com

TITLE PAGE 000101 - 1

<u>DIVISION 00 – PROCUREMENT AND CONTRACT REQUIREMENTS</u>

000101	Title Page
000110	Table of Contents
001116	Invitation to Bidders
002113	Instructions to Bidders
003100	Information Available to Bidders
004100	Bidder Reminder List
004126	Bid Form
004226	Standard Forms
004313	Bid Bond
004514	Criminal Background Investigations
005226	Standard Form of Agreement
006113	Performance Bond and Payment Bond
006216	Sample Certificate of Insurance

<u>DIVISION 01 – GENERAL REQUIREMENTS</u>

011200	Multiple Contract Summary
012600	Contract Modification Procedures
012973	Schedule of Values
012976	Application for Payment
013119	Project Meetings
013200	Schedules and Reports
013300	Submittal Procedures
014529	Testing Laboratory Services
015000	Temporary Facilities and Controls
015116	Temporary Fire Protection
015136	Temporary Water
015213	Field Offices and Sheds
015219	Temporary Sanitary Facilities
015623	Temporary Barricades
015626	Temporary Fencing
015633	Utility Protection
015639	Temporary Tree and Plant Protection
015713	Temporary Erosion & Sediment Control
015719	Temporary Environmental Controls
015723	Temporary Storm Water Pollution Control
015726	Site Water for Dust Control
017413	Progress Cleaning
017419	Construction Waste Management & Disposal
017700	Closeout Procedures

DIVISION 02 – EXISTING CONDITIONS

024116 Structure Demolition

PLANS

Zephyr Dome Demolition Dated 04/01/19

SECTION 001116 – INVITATION TO BIDDERS

INVITATION TO BIDDERS

Notice is hereby given that sealed bids will be received:

By: Russell Construction along with CUSD #205

For: Zephyr Dome Demolition

At: Community Unit School District #205

932 Harrison Street Galesburg, IL 61401

Until: 2:00pm, April 25, 2019

Note: Mail in bids may be submitted to the address below until 12:00 pm, March 19, 2019. All such bids must be received in accordance with section 002113 and placed in a sealed envelope and labeled with the bid category being bid:

CUSD #205 c/o Ms. Paulette Earp Zephyr Dome Demolition Bid Bid Category: A Demolition 932 Harrison Street, Galesburg, IL 61401

Bid Opening: Bids will be publicly opened and read aloud shortly after 2:00 pm (local time) at the location of the bid submittal.

All work for the complete construction of the Project will be under subcontracts with the Construction Manager based on bids received and on combinations awarded. The Construction Manager will manage the construction of the Project.

Bid Categories:

BID CATEGORIES 1A Demolition See Section 011200 for details.

Construction shall be in full accordance with the Bidding Documents which are on file with the Owner and may be examined by prospective bidders at the following locations:

Office of the Construction Manager Russell Construction 4600 E. 53rd St., Davenport, IA

CUSD #205 Administration Office 932 Harrison Street, Galesburg, IL

Published electronically on I-SqFt

City Blue Technologies 4605 – 3rd Street, Moline, IL

City Blue Technologies 404 SW Adams Street, Peoria, IL

Central Illinois Plan Room 1620 S. 5th St, Springfield, IL

Bidders can obtain Bidding Documents electronically at iSqFt (www.isqft.com) or from the Russell. Hard copies may be obtained from CBT, in Peoria or Moline (www.citybluetechnologies.com) at bidders expense.

Addenda will also be posted and available as they are issued.

A Pre-Bid Conference will be held on Friday, April 12, 2019 at 10:00 A.M. local time at the Jobsite. The address is 1220 E. Knox St, Galesburg, IL 61401. Attendance by bidders is optional, but strongly recommended, in order to clarify or answer questions concerning the Drawings and Project Manuals for the Project.

Bids must be submitted for a complete Bid Package scope of work only. Bids for partial scopes of work will not be considered.

Sub-Contractor Bidders will NOT include sales tax.

Bid security in the amount of ten percent (10%) of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

The successful Bidders will be required to furnish Performance and Payment Bonds for one hundred percent (100%) of their Contract amount prior to execution of Contracts.

Contractors submitting bids for the performance of any Work as specified in this building Project should make such Bids to Russell Construction Company. Contractors are advised that the Contract as finally entered into with any successful Bidder will be entered into with Russell Construction Company.

The Owner reserves the right to accept or reject any Bid (or combination of Bids) and to waive any irregularities in bidding. All Bids may be held for a period not to exceed 90 days before awarding contracts.

END OF SECTION 001116

SECTION 002113 – INSTRUCTIONS TO BIDDERS

To be considered, bids must be submitted in accordance with these Instructions to Bidders.

PART 1 – GENERAL

General Information Notes

- A. Definitions set forth in the amended General Conditions of the Contract for Construction are applicable to these Instructions to Bidders.
- B. Communications for the administration of the Contract shall be as set forth in the amended General Conditions and, in general, shall be through the Construction Manager.
- C. Subcontractor Bids shall NOT include sales tax.
- D. All contractors are required to comply will all Prevailing Wage requirements throughout the project.
- E. The words furnish, provide, include, supply, erect, deliver, install, apply, lay or place: these words are intended to be synonymous and to indicate that the material or work specifically mentioned is to be furnished and installed complete by the contractor and incorporated into the project. Whenever a material is to be furnished by a Contractor and installed by another Contractor, it will be specifically mentioned.

1.01 **DOCUMENTS**

- A. The Construction Manager/Architect will not be responsible for choosing correct sheets for Contractor. Contractor shall identify sheets he requests.
- B. Sub Bidders shall obtain complete sets of Bidding Documents.
- C. Failure to Execute Contract Documents: In the event the bidder withdraws the bid or fails to execute a satisfactory Contract and furnish a satisfactory Contract Performance Bond and Payment Bond with a surety company in accordance with Article 1.16 of these Instructions to Bidders within 15 days after a contract has been awarded to such bidder by the Construction Manager, said Construction Manager may declare such certified or cashier's check or bid bond forfeited to the Owner for extra costs incurred by reason of delay of the project and obtaining acceptable prices from another bidder.
- D. Test Boring Data concerning subsurface materials or conditions which are based upon test pits or test borings have been obtained by the Owner for the Architect's use in designing Project. A copy of this report is included in this Project Manual as Section 003100. Its accuracy or completeness is not guaranteed by the Owner, Architect or Construction Manager and in no event is it to be considered as part of the Contract Drawings and Specifications. The Contractor must assume all responsibility in excavating for this Project and shall not rely on subsurface information obtained from Architect, Construction Manager, or Owner. Bidders shall make their own investigation of existing subsurface conditions; neither Owner, Construction Manager, nor Architect will be responsible in any way for additional compensation for excavation work performed under the Contract due to Contractor's assumptions based on Test Boring Data prepared solely for Architect's use.
- E. In case of a conflict between the contract documents, the more stringent requirement shall govern.

1.02 BIDDERS' EXAMINATION AND REPRESENTATION

A. Before submitting a bid, each Bidder should carefully examine the Documents and the construction site and fully inform himself with the limitations and conditions related to the Work included in his bid and shall include in his Bid a sum to cover the cost of such items. Contractors will not be given extra payments for conditions, which could have been determined by examining the site and the documents.

- B. It is the purpose and intent of the Contract Documents that a fully complete job be accomplished. It shall be each Bidder's responsibility to include costs necessary to provide labor and materials for that portion of the Work bid upon, including incidentals, whether or not specifically required in the Specifications and Drawings.
- C. Each Bidder by making his bid represents that he has read and understands the bidding documents.
- D. Each Bidder by making his Bid represents that he has visited the site and familiarized himself with the local conditions under which the Work shall be performed.
- E. Each Bidder shall be responsible for being completely familiar with the work of other bid categories, which require interface of Work with the bid categories on which the Bidder is bidding.
- F. No allowance shall be subsequently made in behalf of a Bidder by reason of an error or oversight on its part resulting from its failure to so examine the Construction Documents for the other trades.
- G. Each Bidder understands that past acceptance of products does not assure acceptance on this Project. Products not specifically specified require requests for approval prior to bid due date.
- H. This is a construction management project. The Construction Manager shall act as the Controlling Contractor. All Contractors on this Project are considered Subcontractors. If bidding on a specific bid package as a Subcontractor, all scope of work associated with bid package is responsibility of Subcontractor. The Project will be managed and coordinated by Russell Construction, the Construction Manager.
- I. The Term Bidder, Subcontract, or Contractor shall be interpreted as the Sub Contractor Bidding on the Project.
- J. Safety Program. Each Contractor and subcontractor is responsible for the safety and security of employees and Work areas under their control and will, therefore, provide a written safety and HAZCOM program to Russell Construction for jobsite file. Each Contractor agrees to abide by Russell Construction Safety Program requirements while performing work, in addition to the safety requirements of OSHA or any other Authority Having Jurisdiction.

1.03 QUALIFICATIONS OF BIDDERS

- A. The Owner and/or the Construction Manager shall have the right to take such other steps as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner and/or the Construction Manager such data for this purpose as the Owner may request.
- B. Each Bid and each copy will include an experience questionnaire included herein as a bid submittal.
- C. Owner and/or Construction Manager may require Bidder's financial resources information to determine responsiveness of bid.

1.04 CLARIFICATON OF BIDDERS' QUESTIONS

- A. Questions for this Project shall be directed to the Construction Manager in writing by e-mail. For scope of work issues contact the Construction Manager. Questions concerning the documents (drawings and specifications) will be forwarded to the Architect as necessary by the Construction Manager.
- B. Each Bidder is responsible for calling to the attention of the Construction Manager ambiguities, inconsistencies, discrepancies, errors, or omissions, which occur in the Contract Documents for his part of the Work. Failing to request clarification, the Bidder will be expected to overcome such conditions without additions to his bid prices.
- C. Prospective Bidders in doubt as to the true meaning of a part of the Drawings, Specifications, or other Contract Documents shall submit to the Construction Manager, not less than five (5) working days before closing time for bids, a written request for interpretation and clarification.

D. Bidders are instructed to request interpretations and the issuing of Addenda if the Contract Documents call for materials, equipment, or methods which adversely affect the cost or quality of the Project, or are unavailable.

1.05 APPROVAL BEFORE BIDDING

- A. If a contractor preparing bids for submission on the Work is in doubt as to the acceptability of a manufacturer's material or equipment, under the requirements as set forth in the Specifications, he shall require that representatives of the proposed manufacturer or supplier contact the Construction Manager and request a ruling on the acceptability of the material or equipment in question. The contact should be made within the time herein required before the date scheduled for the closing of bids, so that an Addendum can be issued to clarify the situation.
- B. It is not possible to set the time allowance for the resolution of every problem; however, the time allowed shall not be less than 5 days before bid opening. Each party requesting a ruling under this Article shall be responsible for the proper evaluation of the time involved and shall submit his request in ample time, as determined by the Architect or Construction Manager, to process it.
- C. Prior to receipt of bids, the Construction Manager and Architect will consider proposals for substitution of materials, equipment, and methods only when such proposals are submitted in writing within the time period stated before the date and time set for receipt of bids, and are accompanied by full and complete technical data and other information required by the Architect or Construction Manager to evaluate the proposed substitution.
- D. Requests for product approval shall be submitted on sample form following this Section and sent to Russell Construction.

1.06 ADDENDA

- A. Additional information required by the Bidders, revisions in the Work, changes or additions, discrepancies in the Bidding Documents, or clarifications will be in the form of addenda written by the Architect and issued by the Construction Manager for use of Sub Bidders of Record as of the date of such addenda. Bidders who will submit a bid to the Owner with the intent of entering into a Contract with the Owner are considered 'Bidders of Record'.
- B. The Owner reserves the right to issue addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids.
- C. A copy of each addenda published will be posted on as listed in Notice to Bidders.
- D. Bidders are responsible for acquiring each issued addenda in time to incorporate them into their proposal.
- E. Each Bidder shall enumerate in his Bid each addendum he has received.
- F. If a Bidder fails to indicate receipt of each addendum through the last addendum, issued by the Architect and Construction Manager, on its Bid Proposal Form, the bid of such Bidder shall:
 - a. Clearly indicate that the Bidder received the addendum, such as where the addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
 - b. Indicate the addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect, as determined by the Construction Manager on price, quantity, quality, or delivery of the item bid upon.
- G. Failure to include either item above will be reason to deem the bid nonresponsive.

1.07 ALTERNATIVES

A. Requested alternatives are listed on the Bid Proposal Form and are described in detail under Section 012300 – Alternates, Division 1 – General Requirements. They must be bid with base bid. NOTE:

- The terms "alternate" and "alternative" are used interchangeably to have the same meaning in this Project Manual and on the Drawings.
- B. The cost of each alternate shall include omissions, additions, and adjustments of trades as may be necessary because of each change, substitution, addition, or omission.
- C. Each Bidder shall be responsible for bidding alternates which affect the Work of the base bid he is bidding, regardless of whether listed or not listed on the Supplemental Bid Proposal Form. If an applicable alternate(s) is not listed on the Supplemental Bid Proposal Form, the Bidder shall submit on his letterhead the cost of said alternate(s). No additional costs will be allowed after signing of Contract for failure to bid applicable alternates.
- D. The Owner retains the right to include or exclude work required by Alternates, for the sums established exercisable within one hundred twenty (120) days from and including the date of signing the Contract.

1.08 UNIT PRICES

- A. The Bidders shall agree to submit the unit prices as requested in Section 004327 Unit Price Sheet.
- B. Unit prices shall be executed on the Bid Form and shall include all overhead and profit, shall be negotiated between Bidder and Construction Manager/Owner, and when mutually agreed upon, they shall be attached to and become a part of the awarded Construction Contract(s) (Form of Agreement).
- C. Requested unit prices will not be considered in the award and/or determination of the lowest Bid.
- D. The Owner retains the right to include or exclude work covered by unit prices, for the sums established exercisable for the life of the Contract.
- E. The Owner reserves the right to reject Subcontractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by the Construction Manager.

1.09 <u>ARCHITECT'S AND CONSTRUCTION MANAGER'S COOPERATION DURING BIDDING PERIOD</u>

- A. Each Bidder is encouraged to contact the Construction Manager in the event that problems occur or questions arise in analyzing the Drawings and Specifications, where additional clarification or information would be helpful in the preparation of a proper bid.
- B. The Architect and Construction Manager will cooperate fully in connection with requests, and will provide information required, providing the Architect's and Construction Manager's ethical responsibilities are not encroached upon. This will include, upon request, providing information in order to clarify basic intentions of the Specifications; and other assistance as may be helpful in the preparation of a proper, competitive bid.
- C. It is the general policy of the Architect and Construction Manager to be as helpful as possible to Bidders, insofar as is consistent with fair and open competition.

1.10 BIDDING PROCEDURES - READ CAREFULLY

- A. Each bid shall be submitted on the Bid Form and sealed in an envelope clearly marked as containing a bid, indicating the Project Name, the <u>Bidder's name</u>, the <u>bid package</u> (<u>scope</u>), the <u>date</u> and <u>time</u> of the bid opening, Owner's address, and address to where bid is delivered on the envelope.
- B. Any substantial change, alteration or addition in the wording of the Bid Form may cause a bid to be rejected as not responsive for award of a Contract.
- C. Unless the Bidder withdraws the bid as provided in Article 1.12 hereof, the Bidder will be required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual

- knowledge of requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
- D. Bids shall be executed upon the Bid Proposal Form provided, and relevant blank spaces in the form shall be written in ink and not in pencil. The signature shall be in longhand and the completed form shall be without interlineation, alteration, or erasure. Each Bidder is required to bid every item called for, including alternate and unit costs.
- E. The Bidder shall show all bid amounts in both words and figures. In case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions, or misspelling of words will not render the words ambiguous.
- F. Any alteration or erasure of items inserted on the Bid Form shall be initialed by the Bidder.
- G. A bid is nonresponsive if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Notice To Bidders, or prior to extension thereof issued to the Bidders.

H. Telecommunicated/faxed/e-mailed/ or phoned bids will not be considered.

- I. Bids which are not signed by the individuals making them shall have attached thereto a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids, which are signed for a partnership, shall be signed by the partners, or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid, executed by the partners.
- J. Bids which are signed for a corporation shall have the authorized officer of the corporation manually written below the corporate name, following the word "By."
- K. Each Bidder shall enumerate in his bid the addenda he has incorporated into his proposal.
- L. It is the Bidder's responsibility to include in his bid costs necessary for a completed and finished project for items of Work bid upon.
- M. <u>Submit bids in duplicate</u> with Bid Security and other requested supplemental material attached; properly and completely executed.
- N. When an alternate is listed on the bid Form, the Bidder shall fill in the applicable blank with an increased or decreased bid amount. The Owner reserves the right to accept or reject any or all bids on alternates, in whole or in part, and in any order.
- O. If no change in the bid amount is required, indicate "No Change".
- P. A blank entry or an entry of "No Bid", "N/A", or similar entry on any alternate affecting the Contractor's scope of work, may cause the bid to be rejected as nonresponsive only if that alternate is selected.
- Q. If an alternate is not selected, an entry as listed in paragraph hereinbefore on that alternate will not, by itself, render a bid nonresponsive.
- R. In a combined bid, a blank entry or an entry of "No Bid", "N/A", or similar entry on an alternate may cause the bid to be rejected as nonresponsive only if that alternate applies to the combined bid and that alternate is selected.
- S. Proposals for Work **SHALL NOT** include **Sales Tax** for materials to be incorporated into this Project. Owner will require each Sub Contractor to provide sales tax information at the completion of work.

1.11 BID SECURITY

- A. The amount of bid security required, and the type acceptable, is defined in the Notice to Bidders. The Surety for bid security shall be one complying with the requirements of these Instructions to Bidders.
- B. The bid security of Bidders, except the two (2) selected for each category, may be returned within ten (10) days after the opening of bids, at the Owner or Construction Manager's option.

- C. Bid security of the two (2) selected Bidders may be held by the Owner or Construction Manager, following the bid opening, for not more than the maximum number of days stipulated in the Notice/Instructions to Bidders, unless the Owner/Construction Manager and Bidders agree otherwise; except that in the event a Bidder has been awarded the Contract and has failed to execute same or furnish proper performance and payment bonds, then the bid security of such Bidder will be subject to forfeit, and the next responsive Bidder, if tendered the Contract, will be subject to the same provisions as hereinbefore set forth. Should the award fall to the third responsive Bidder because of default of the previous two Bidders, the same condition will apply to the third Bidder as hereinbefore set forth.
- D. The bid security of the two (2) selected Bidders will be returned within seventy-two (72) hours after the Form of Agreement has been executed, upon request.
- E. In the event that the Owner or Construction Manager should decide to reject all bids, the bid securities will be returned within 72 hours following that decision.
- F. Bid security is subject to forfeiture if a bid is withdrawn during the time period bids are to be held.
- G. The two low responsible Bidders will be required to submit a complete list of subcontractors, material suppliers, and products on Section 004333 Subcontractors and Products List, to the Construction Manager within time period stated here in, after the bid opening. Failure to submit this information within the required time may be considered as grounds for rejection of the bid.
- H. Manufacturers approved by addenda may be written in appropriate location.
- I. If Bidder awarded the Contract fails to indicate a specific product or manufacturer or lists multiple products and manufacturers for the same product, that Bidder (Contractor) shall provide the first listed product and manufacturer in the specification section.

1.12 MODIFICATION OR WITHDRAWAL OF BID PROPOSAL

- A. A Bidder may withdraw his bid prior to the scheduled time for the receipt of bids, without forfeiture of bid security. If a postponement of the time for receiving bids is made, the new time established therein shall be the time within the meaning of this Article.
- B. Bids may be modified prior to bid opening time.
- C. After commencement of the opening of bids, no Bidder may recall his bid.

1.13 OPENING OF BIDS

- A. The Notice to Bidders indicates the time and place fixed for opening of bids.
- B. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered responsive.
- C. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified.
- D. The amounts involved in alternates requested will be read or disclosed as part of the requirements of this Article. Voluntary alternates will not be considered.
- E. The Owner reserves the right to delay the time for opening of bids when, in his judgment, it is desirable or necessary.

1.14 **DISQUALIFICATION**

A. The Owner or Construction Manager reserves the right to reject each and every Bid, to waive formalities or informalities in bidding, to accept or reject alternates regardless of their order or sequence.

- B. The right is reserved to reject a Bid where an investigation of the available evidence of information does not satisfy the Owner or Construction Manager that the Bidder is responsible to perform the terms of the Contract Documents.
- C. Only "bona fide" bids in a definite stated amount, without special clauses governing price of labor and material increases, will be considered. The Contract shall not include what is commonly known as an "Escalator Clause".
- D. Bids which contain qualifications or conditions that are contrary to the text or intent of the Contract Documents, and which are inserted in the bid for the purpose of limiting or otherwise qualifying the responsibility of the Bidder, outside of the text or intent of the Contract Documents, will be determined to be nonresponsive.
- E. Failure to submit the requested information with the bid shall be grounds for rejecting the bid.
- F. The ability of the Bidder to obtain or qualify for a performance bond or payment bond shall not be regarded as a sole test of such Bidder's competence or responsibility.
- G. The Bidder acknowledges the right of the Owner or Construction Manager to reject bids and to waive informalities or irregularities in bids received. In addition, the Bidder recognizes the right of the Owner or Construction Manager to reject a bid if the Bidder failed to furnish the required bid security or to submit the data required by the bidding Documents or if the bid is incomplete or irregular.

1.15 DETERMINATION OF LOWEST RESPONSIBLE BID

- A. Subject to the right of the Owner or Construction Manager to reject each and every bid, the Owner/Construction Manager will award the Contract for the Work to the Bidder submitting the lowest responsive bid. In determining which bid is the lowest responsible bid, the Owner or Construction Manager may take into consideration not only the amount of the bid but also:
 - a. Whether the Bidder has submitted a bid or quote that conforms in all material respects to the specifications.
 - b. Whether the Bidder has submitted a bid that complies specifically with the Invitation to Bid and the Instructions to Bidders.
 - c. Whether the Bidder has complied with all applicable statutes.
 - d. The ability and capacity of the Bidder to historically perform the Work.
 - e. The integrity, character, and reputation of the Bidder.
 - f. The competence and experience of the Bidder.
 - g. The contractors ability to meet the insurance requirements specified in these documents.
- B. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not responsible.
- C. In addition to the above items; the Owner or Construction Manager will consider in awarding Work if the intent of the Guideline Schedule and completion of Work can be met within the specified number of consecutive calendar days.

1.16 PERFORMANCE BOND AND PAYMENT BOND

- A. For subcontracts in excess of \$100,000: The successful Bidder, awarded the Contract on this Project and prior to the execution of the Form of Agreement, shall provide a Performance Bond and Payment Bond, covering the faithful performance of the Contract and the payment of obligations arising thereunder in a penal sum equal to 100 percent of the amount of the Contract sum. Said bonds shall remain in effect for 12 months after date established as start of one year correction period. Premiums shall be included and paid-for by the Contractor.
- B. Bonds shall be submitted on AIA Doc. A312.
- C. The Bidder shall deliver the required bonds to the Construction Manager not later than the date of execution of the Contract.

- D. The Bidder shall require the attorney-in-fact that executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.
- E. Surety Company shall comply with the following:
 - a. Insurance and Surety Companies shall be deemed qualified and acceptable to the Owner or Construction Manager in connection with Contractor bonding and insurance requirements under said Contracts only if such companies have a policy holders rating of "A+", "A", or "A-", a financial category not less than Class VII as shown on Best's Key Rating Guide, latest edition; provided, however, that the bond is furnished by one of the aforesaid qualified Sureties who is also listed in the Department of the Treasury Circular 570, Volume 41, No. 132 Part V (Federal Register) and is licensed in the State of Illinois and the penal sum of the bond does not extend the underwriting limitation set forth in the subject Circular, unless the excess, if any, is reinsured with the approval of the Owner.
 - b. Bonds shall be executed and be in force on the date of the execution of the Contract.
 - c. The bonds shall be made out for not less than 100 percent of the entire amounts due under the Contract, and shall make provisions to cover additional amounts which may be authorized as provided for under changes in the work; and authorized extensions of time by either making provisions for such additional items in the text of the bond or by the issuance of an amendment or rider to provide for such additional coverage.
- F. Bid Bonds, Performance and Payment Bonds are not required for material supply only or bids less than \$100,000.

1.17 EXECUTION OF THE CONTRACT

- A. Subsequent to the award, and within ten (10) days after the prescribed Form of Agreement is presented for his signature, the Awardee shall execute and deliver them to the Construction Manager, in such number of counterparts as the Construction Manager may require.
- B. The failure of the Awardee to execute such Contract and to supply the required bonds when the Agreement is presented for signature or within such extended period as the Construction Manager may grant, based upon reasons determined adequate by the Construction Manager, shall constitute a default; and the Construction Manager may either award the Contract to the next responsible Bidder or re-advertise for bids. In the event of default, the Construction Manager shall have the right to declare the amount of the bid security forfeited. It shall be a further condition that the Construction Manager shall not collect more on a defaulted Bid than the difference between the defaulted bid amount and the bid of the firm to which the award is made, after giving due weight and consideration to alternatives accepted.

1.18 TIME OF COMMENCEMENT AND COMPLETION

- A. The Contractor shall commence work when notified in writing to proceed, and shall complete the Work within the time limitations established in the Form of Agreement, these instructions to Bidders, and in Section 011200 Multiple Contract Summary.
 - a. It is anticipated that construction will start within 50 calendar days after receipt of bids.
 - b. Construction shall be complete within the timeframes indicated on the Schedule.
 - c. See Section 013200 Schedules and Reports, for Guideline Project Schedule.
 - d. The bidding schedule included in section 013200 may be subject to change.

1.19 WAGE RATES

A. Each Bidder is required to make provisions in his bid for complying with the requirements of applicable wage rates.

1.20 COMBINED BIDS

- A. Bids shall be submitted for each individual bid category. Bids may also be submitted for two or more bid categories but must be submitted individually.
- B. Multiple bids by the same bidder shall be submitted on separate bid forms and in separate envelopes.
- C. A single bid bond is acceptable if the amount of the bond is for the maximum amount of any individual bid or combinations of bids to include any alternates.

1.21 LIST OF MAJOR SUBCONTRACTORS, SUPPLIERS, AND MANUFACTURERS

- A. The two or three low responsive Bidders shall submit a listing of major subcontractors and manufacturers within two (2) working days (48 hrs.) of notification.
- B. After submission of this list by the Bidder, and after approval by the Owner, Construction Manager, and Architect, it shall not be changed unless written approval of change is authorized by the Owner, Construction Manager, and Architect.

1.22 COMPLIANCE WITH LOCAL AND STATE STATUES

- A. Each Bidder is required to comply with the anti-bid rigging laws, drug-free workplace act, the Illinois Human Rights Act/Sexual Harassment Policy and all other local, state and federal statutes that pertain to this project.
- B. Each Bidder is required to comply with the Criminal Background Check Act. All employees on site will be required to demonstrate proof of a professional background check prior to admittance to the construction site. The costs for these tests shall be included in the Sub contractor's bids. See section 004514 for further details.

END OF SECTION 002113

DOCUMENT 003100 – INFORMATION AVAILABLE TO BIDDERS

A. Prevailing Wage Report: All contractors on the project must meet or exceed the wage requirements noted in this report and provide documentation of Certified Payroll on a monthly basis to the Construction Manager.

END OF SECTION 003100

The forms follow this page.

4/2/2019

Instructions For Completing Payroll Form, WH-347 - Wage and Hour Division (WHD) - U.S. Department of Labor

United States Department of Labor Wage and Hour Division

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

WH-347 (PDF)
 OMB Control No. 1235-0008, Expires 04/30/2021.

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a) (3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

https://www.dol.gov/whd/forms/wh347instr.htm

4/2/2019

Instructions For Completing Payroll Form, WH-347 - Wage and Hour Division (WHD) - U.S. Department of Labor

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement

https://www.dol.gov/whd/forms/wh347instr.htm

4/2/2019

Instructions For Completing Payroll Form, WH-347 - Wage and Hour Division (WHD) - U.S. Department of Labor

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

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U.S. Department of Labor Wage and Hour Division

OR SUBCONTRACTOR

NAME OF CONTRACTOR

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm) Persons are not required to respond to the collection of phormation unless it displays a currently valid OMB control number. **PAYROLL**

	(6)	NET WAGES PAID FOR WEEK																
ON .		NET WAGES TOTAL PAID POPULATIONS FOR WEEK																
PROJECT OR CONTRACT NO.		a H																
PROJECT	(8)																	
		WITH- HOLDING																
		4 O																
N	(2)	GROSS AMOUNT														/		\
PROJECT AND LOCATION	(9)	RATE																
PROJEC	(5)	TOTAL																
	D DATE	>																
	(4) DAY AND DATE	HOI IBS WORKED FACH DAY																
(D		rs 90 .T0	0	S	0	S	0	ø	0	ø	0	S	0	Ø	0	S	0	Ø
FOR WEEK ENDING	(3)	WORK																
	(2)	10. OF WITHHOLDIN EXEMPTIONS												,				
PAYROLL NO.	(1)	NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NI IMBER) OF WICHER																

While completion of Form WH-347 is optional. It is mandatory for covered confractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 28.5 3.5.5(a). The Copeland Act (40. LSC. § 3445) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "Kimish needly as bate ment with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations and subcontractors performing work on Federally financed or assisted contracting for or financing the construction project, accompanied by a signed "Statement of Complaining that the payrolls are correct and complete agents to contracting agencies receiving this information review the information to determine that employees have received legally required wages and fininge benefits.

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

CERTIFIED PAYROLL INSTRUCTION AND WAGES

Date	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH	
I, (Name of Signatory Party) do hereby state:	 Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below. 	ove referenced payroll has been paid, it less than the sum of the applicable of the required fringe benefits as listed 14(c) below.
_	(c) EXCEPTIONS	
(Contractor or Subcontractor) on the	EXCEPTION (CRAFT)	EXPLANATION
; that during the payroll period commencing on the (Building or Work)		
day of, and ending the day of, and project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said		
(Contractor or Subcontractor)		
veekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wanes earned by any person and rethan nemissible deductions as defined in Renulations. Part		
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:		
REWARKS:		
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each raborer or mechanic conform with the performed.		
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.		
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS NAME AND TITLE	TITLE SIGNATURE	
— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, 31 OF THE UNITED EXECUTED.	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL, OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.	SUBJECT THE CONTRACTOR OR 1001 OF TITLE 18 AND SECTION 231 OF TITLE

KNOX COUNTY, IL PREVAILING WAGE RATES EFFECTIVE AUGUST 15, 2018

EFFECTIVE DATE C	COUNTY	TRADE TITLE	REGION	TYPE CLASS	BASE SS WAGE	FOREMAN WAGE	TO I	OT Sa	OT Su	OT Hol	× H	PENSION	VACATION	TRAINING	OTHER
8/15/2018	Knox	ASBESTOS ABT-GEN	₩	BLD	30.14		1.5	1.5	7	2	8.92	14.66	0	8.0	0
8/15/2018	Knox	ASBESTOS ABT-GEN	₩	HWY	29.69		1.5	1.5	2	2	8.92	14.32	0	8.0	0
8/15/2018	Knox	ASBESTOS ABT-MEC	ALL	BLD	22.7	23.7	1.5	1.5	7	2	6.7	5.05	0	0.65	
8/15/2018	Knox	BOILERMAKER	M	BLD	40		7	7	7	7	7.07	18.19	0	0.4	0
8/15/2018	Knox	BRICK MASON	W	BLD	84.1		1.5	1.5	7	2	10.35	11.32	0	0.82	0
8/15/2018	Knox	CARPENTER	W	BLD	32.46		1.5	1.5	7	2	8.55	18	0	0.64	0
8/15/2018	Knox	CARPENTER	₩	HWY	34.04		1.5	1.5	1.5	1.5	17.5	8.45	0	0.52	0
8/15/2018	Knox	CEMENT MASON	₩	ALL	29.41		1.5	1.5	2	2	7.05	14.81	0	0.65	3.43
8/15/2018	Knox	CEMENT MASON	₩	HWY	29.75		1.5	1.5	2	2	31.25	13.95	0	9.0	
8/15/2018	Knox	CERAMIC TILE FNSHER	W	BLD	31.78		1.5	1.5	7	2	10.35	11.32	0	8.0	0
8/15/2018	Knox	ELECTRIC PWR EQMT OP	₩	ALL	45.09		1.5	1.5	7	2	7.1	12.62	0	0.45	0
8/15/2018	Knox	ELECTRIC PWR GRNDMAN	₩	ALL	30.81		1.5	1.5	7	2	29.9	8.62	0	0.31	0
8/15/2018	Knox	ELECTRIC PWR LINEMAN	₩	ALL	50.11		1.5	1.5	7	2	7.25	14.03	0	0.5	0
8/15/2018	Knox	ELECTRIC PWR TRK DRV	₩	ALL	32.32		1.5	1.5	7	2	6.72	9.02	0	0.32	0
8/15/2018	Knox	ELECTRICIAN	W	BLD	36.51		1.5	1.5	7	2	7.65	12.8	0	8.0	0
8/15/2018	Knox	ELECTRONIC SYS TECH	W	BLD	28		1.5	1.5	7	2	7.1	11.44	0	0.4	0
8/15/2018	Knox	ELEVATOR CONSTRUCTOR	M	BLD	44.78		7	7	7	2	15.43	16.61	3.58	0.61	0
8/15/2018	Knox	GLAZIER	M	BLD	29.21		1.5	1.5	1.5	1.5	6.94	79.7	0	0.65	0
8/15/2018	Knox	HT/FROST INSULATOR	Ħ	BLD	32.11		1.5	1.5	7	2	6.95	13.15	0	1.05	0
8/15/2018	Knox	IRON WORKER	ΝN	ALL	30.75		1.5	1.5	7	7	9.79	12.94	1.8	69.0	
8/15/2018	Knox	IRON WORKER	SE	BLD	32.41		1.5	1.5	2	7	10.66	15.47	0	0.54	
8/15/2018	Knox	IRON WORKER	SE	HWY	36.82		1.5	1.5	7	2	10.66	15.47	0	0.64	
8/15/2018	Knox	IRON WORKER	SW	ALL	26.25		1.5	1.5	7	2	8.13	14.37	0	9.0	0
8/15/2018	Knox	LABORER	Ħ	BLD	29.14		1.5	1.5	7	2	8.2	12.06	3.09	8.0	0
8/15/2018	Knox	LABORER	¥	HWY	28.69		1.5	1.5	7	7	8.92	14.32	0	8.0	0
8/15/2018	Knox	LABORER, SKILLED	M	BLD	29.14		1.5	1.5	7	7	8.2	12.06	0	8.0	3.81
8/15/2018	Knox	LABORER, SKILLED	M	HWY	28.8		1.5	1.5	1.5	1.5	14.07	8.52	0	8.0	0
8/15/2018	Knox	LATHER	W	BLD	32.46		1.5	1.5	7	2	8.55	18	0	0.54	0
8/15/2018	Knox	MACHINERY MOVER	SE	HWY	36.82		1.5	1.5	7	2	10.66	15.47	0	0.64	
8/15/2018	Knox	MACHINIST	¥	BLD	48.38		1.5	1.5	7	2	7.23	8.95	1.85	1.47	0
8/15/2018	Knox	MARBLE FINISHERS	Ħ	BLD	31.78		1.5	1.5	7	2	10.35	11.32	0	8.0	0
8/15/2018	Knox	MARBLE MASON	W	BLD	34.02		1.5	1.5	7	2	10.35	11.32	0	0.82	0
8/15/2018	Knox	MILLWRIGHT	¥	BLD	32.24		1.5	1.5	7	2	8.55	18.57	0	0.54	0
8/15/2018	Knox	MILLWRIGHT	₩	HWY	35.01		1.5	1.5	7	2	8.55	18.8	0	0.52	0

KNOX COUNTY, IL PREVAILING WAGE RATES EFFECTIVE AUGUST 15, 2018

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40.01 37.07 32.21 40.02	40.02 32.22 28.42 30.42	28.92 33.46 34.66 39.6	29.91 39.2 26.75	32.93 36.82 37.12 36.82	34.1 31.78 34.02 34.02	36.67 36.91 37.25	39.21 29.65 30.08 30.28 30.26 31.37 34.1
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OPERATING ENGINEER OPERATING ENGINEER OPERATING ENGINEER OPERATING ENGINEER	OPERATING ENGINEER OPERATING ENGINEER PAINTER PAINTER OVER 30FT	Painter Pwr Eqwt Piledriver Piledriver Pipefitter	PLASTERER PLUMBER ROOFER	SHEETMETAL WORKER SIGN HANGER SPRINKLER FITTER STEEL ERECTOR	STONE MASON TERRAZZO FINISHER TERRAZZO MASON TILE MASON TRICK DRIVER	TRUCK DRIVER TRUCK DRIVER TRUCK DRIVER	TRUCK DRIVER TRUCK DRIVER TRUCK DRIVER TRUCK DRIVER TUCK DRIVER
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BIDDER REMINDER LIST TO BE COMPLETED AND INCLUDED IN BID PACKAGE FOR REVIEW AT BID OPENING

	YES	NO
Have you properly and completely executed the Bid Form (Section 004126)?		
Have you properly filled out all applicable alternates?		
Note that the Non-Collusion Affidavit is part of the new Bid Form and is to be notarized.		
Have you enclosed a certified check or Bid Bond? (Note: bond must be signed by Surety and Principal)		
Have you indicated the Project Name, Bid Category No., and Description on the outside of your Bid envelope?		
Have you included the Unit Price Sheet, Section 004327		

NOTE: IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED OR PROPERLY EXECUTED, THE CONTRACTOR'S BID MAY NOT BE ACCEPTED.

by

CONTRACTOR'S BID FOR PUBLIC WORKS

PART I

(To be completed for all bids) (Please type or print)

Community Unit School District No. 205

DDER (firm)
dressPO Box
y/State/Zip
ephone Number Email
son to contact regarding this Bid
rsuant to notices given, the undersigned offers to furnish labor and materials necessary to complete the struction work for:
Insert Bid Category No. and Name
public bid project Zephyr Dome Demolition , in accordance with Plans and Specifications prepared ssell Construction.
SE BID
the sum of
(sum in words)
DOLLARS (\$) (sum in figures)
(sum in figures)
e undersigned acknowledges receipt of the following Addenda:
ceipt of Addenda No.(s)

Alternate Bid No. 1 - Not Used

Change the Base Bid the sum of _____

PROPOSAL TIME

Bidder agrees that this Bid shall remain in for from the due date, and Bids may be accepted ninety (90) consecutive calendar days shall be	d or rejected dur	ring this period. Bids not accepted within s	said
Attended pre-bid conference	YES	NO	
Has visited the jobsite	YES	NO	
The Bidder has reviewed the Guideline Schemet.		013200 and the intent of the schedule can NO	be
The undersigned further agrees to furnish a bin the Notice to Bidders. If Alternate Bids a and Specifications.			
If extra work is necessary to perform addition Unit Price Sheet, such extra work will be contained Construction Manager in accordance with	mpleted accordi	ing to the written instructions of the Archite	
INFORMATIONAL NUMBERS			
Information numbers are cost and quantities clarification of scope during bidding and connon-responsive. If this number is not applicated	nstruction. A bla	ank entry can cause the bid to be rejected as	
1. Payment and Performance Bond		\$	
2. EMR (Experience Modification Rate			
ALTERNATE BIDS			
A blank entry or an entry of "No Bid", "N/A rejected as non-responsive only if that altern indicate "No Change".			
INDICATE CLEARLY "ADD" OR "D	EDUCT" FOR	R EACH ALTERNATE	

BID FORM 004126 - 2

(sum in words)

_ DOLLARS (\$_______) Add/Deduct (sum in figures)

PART II

(Complete sections I, II, III, and IV for all state and local public works projects as required by statutes.)

These statements to be submitted under oath by each bidder with and as a part of his bid. (Attach additional pages for each section as needed.)

SECTION I EXPERIENCE QUESTIONNAIRE

Contract		When Completed	
Amount	Class of Work		Name and Address of Owner
	works projects has y	our organization now	in process of construction:
Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
Have you ev	rer failed to complete	e any work awarded to	you? If so, where and w

SECTION II CONTRACTOR'S FINANCIAL STATEMENT

Bidder's financial statement **may** be requested by Owner or Construction Manager. The financial statement provided must be specific enough in detail so that Owner can make proper determination of the Bidder's capability for completing the Project if awarded.

SECTION III OATH AND AFFIRMATION

NON-COLLUSION AFFIDAVIT

The undersigned Bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this Bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporations has, have, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such contract.

OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing Bid for public works are true and correct to the best of my knowledge and belief.

IN TESTIMO	NY WHEREOF, The Bi	dder (a firm) has hereunto set their h	nand this
	day of	, 20	
Firm Name: _			
By:			
Title			

	ACKNOWLEDGEMENT
STATE OF)) SS:
COUNTY OF)) 55.
	_being duly sworn, deposes and says that
he is	of the above
(Title)	(Name of Firm)
and that the statements contained in th	ne foregoing Bid, certification and Affidavit are true and correct.
Subscribed and sworn to before me th	isday of, 20
	Notary Public
My Commission Expires:	

SECTION 004226 STANDARD FORMS

PART 1 – GENERAL

- 1.01 The purpose of this Section is to identify some of the forms that will be used in conjunction with the administration of this Project.
- 1.02 <u>BIDDING FORMS:</u> The following two (2) forms must be submitted with the Contractor's Bid. Failure to furnish any one of the forms can be cause for the rejection of the Contractor's Bid.
 - A. Bid Forms: See Section 004126
 - 1. Non-collusion Affidavit: Part of Bid Form
 - B. Bid Security: See Bid Bond Section 004313
- 1.03 <u>CONTRACT FORMS:</u> The following six (6) forms must be submitted and approved by the Construction Manager prior to acceptance and execution of the Agreement.
 - A. Subcontractor and Material Suppliers List: See Section 004333
 - B. Contract: See Section 005226 Standard form of Agreement
 - C. Corporate Resolution: (end of this Section)
 - D. Form of Bonds:
 - 1. Performance and Payment Bond (006113) (if designated as required)
 - E. Certificate of Insurance: See Section 006216
 - F. IRS Form W-9, Request for Taxpayer Identification Number

END OF SECTION 004226

The form follows this page.

STANDARD FORMS

CORPORATE RESOLUTION

- BE IT RESOLVED, that the proposed contract (the "Contract") with <<owner_name>>, (hereinafter "Owner") as Owner, and this corporation, as Contractor, for the <<pre>croj_name_a>>, Bid Category No.

 <code>contractor of the form submitted to this Board is hereby approved.</code>
- BE IT FURTHER RESOLVED, that this corporation shall furnish performance and payment bonds (the "Bonds") in the amount of 100% of the amount of the Contract to Owner and to such other parties as owner may designate, with a good and sufficient surety acceptable to Owner, and the Bonds and such surety shall be in the usual form acceptable in the State of Illinois for work of the nature covered by the Contract. The Bonds and such surety are hereby approved.
- BE IT FURTHER RESOLVED, that <<accepted_byl>> and <<accepted_by_2>>, <<terms>>, and <<fob_via>>, respectively, of this corporation be and they are hereby authorized and directed to execute, acknowledge and deliver the Contract and the Bonds for and on behalf of and in the name and as the act of this corporation with such changes therein not inconsistent with this resolution and not substantially adverse to this corporation as may be approved by the officers executing the same. The approval of such changes by said officers, and that such are not substantially adverse to this corporation, shall be conclusively evidenced by the execution of the Contract and the Bonds by such officers.

CERTIFICATION

<i>I</i> , < <accepted_by2>>, hereby certify:</accepted_by2>
1. That I am the duly elected << fob_via>> of << company_name>> (the "Corporation") and as such am authorized to execute and deliver this Certificate and have in my possession and under my direct supervision, records and minutes of the meetings of the Board of Directors of the Corporation.
2. The foregoing is a true, correct and complete copy of the resolution duly adopted by the Corporation's Board of Directors at a meeting duly convened and held on, 20 at which a quorum was present and acting throughout, which resolution has not been altered, amended or repealed, has been in full force and effect at all times since the date of its adoption and in full force and effect on the date hereof.
3. Each person who, as an officer of the Corporation, executed the Contract and the Performance and Payment Bonds authorized by said resolution, was duly elected or appointed, qualified and acting as such officer at the time of such execution and delivery of the Contract and the Performance and Payment Bonds, and the signatures of such persons appearing on the Contract and the Performance and Payment Bonds are their true and genuine signatures. The Contract and the Performance and Payment Bonds, as executed, were in substantially the form presented to said Board of Directors as referred to in said resolution.
(Signature of Secretary)
Dated

STANDARD FORMS 004226 - 2

SECTION 004313 - BID BOND

PART 1 – GENERAL

1.01 <u>DESCRIPTION</u>

The purpose of this Section is to identify the required Bid Security (Bid Bond).

Bid Bonds, Performance and Payment Bonds are not required for bids under \$100,000.

END OF SECTION 004313

The form follows this page.

BID BOND 004313 - 1

BID BOND 004313 - 2

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

PROJECT:

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this	day of	
	(Contractor as Principal)	(Seal)
(Witness)		
,	(Title)	
	(Surety)	(Seal)
(Witness)		
	(Title)	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init,

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SAMPLE BID BOND 004313-A - 1

SAMPLE BID BOND 004313-A - 2

SECTION 0045143 - CRIMINAL BACKGROUND INVESTIGATION

PART 1 – GENERAL

1.01 <u>DESCRIPTION</u>

The purpose of this Section is to identify the required criminal background investigation process and documents.

All employees performing work on the site shall be required to have and pass a background check as outlined in the following.

END OF SECTION 004514

The form follows this page



BACKGROUND CHECK REQUIREMENTS

SILAS WILLARD ELEMENTARY SCHOOL

The Community Unit School District #205 Fingerprinting Background Check requirements are as follows:

WORKERS MAY USE BUSHUE SERVICES OR KCCDD TO OBTAIN BACKGROUND CHECKS.

If you are using BUSHUE follow these steps:

- 1. Refer to Bushue Services Forms 1, 2 and 3 attached.
 - a. Fill out Background Check Request please V School District Employee NON CERTIFIED EMPLOYEE and write CONSTRUCTION next to it.
 - b. Fill out Fingerprinting Disclosure and Authorization Form.
- Once you have filled out the Bushue forms:
 - c. Fax completed forms to Angela James, Unit #205, 309-343-7757. Unit #205 will then call Bushue Services and schedule an appointment for fingerprinting. Bushue currently comes to the school district the $1^{\rm st}$ and $3^{\rm rd}$ Tuesday of the month.

If you are using KCCDD follow these steps:

- 1. Refer to KCCDD Fee Applicant Consent Release Form attached.
 - a. Fill out consent form
 - b. Call KCCDD at 309-344-2600 and schedule an appointment for fingerprinting.
 - c. APPOINTMENTS ARE REQUIRED.
 - d. KCCDD is located at 2015 Windish Drive Galesburg, IL

The cost of the background check is \$52. PAYMENT IS REQUIRED AT TIME OF TEST. Russell Construction and CUSD #205 ARE NOT responsible for this cost.

There is a 24 to 72 hour waiting period for the State and FBI to respond. Workers may work during this period if supervised.

NOTE: If a worker has had a fingerprint/background check performed within the past 2 years through Unit #205 they may use this report.

4600 East 53rd Street, Davenport, Iowa 52807 | (563) 459-4600 | www.russellco.com

BUSHUE FORM 2

FINGERPRINTING - DISCLOSURE AND AUTHORIZATION
[IMPORTANT -- PLEASE READ CAREFULLY BEFORE SIGNING AUTHORIZATION]
NOTICE REGARDING BACKGROUND INVESTIGATION

ROE #33 ("the School") may obtain information about you from a consumer reporting agency for purposes of employment, licensure, volunteering, student teaching, or any other contractual services. These reports may contain information regarding your criminal history, motor vehicle records ("driving records"), fingerprint test by state police and/or FBI, or other background checks. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any consumer report. Please be advised that the nature and scope of the most common form of consumer report obtained with regard to applicants, volunteers, and contractors is a fingerprint test and photo recognition by the state police and/or FBI conducted by Bushue Human Resources, Inc., 104 N. Second St., Suite B, Effingham, IL 62401, (217) 342-3042, or toll free at (877) 342-3042, or another outside organization. The scope of this notice and authorization is all-encompassing, however, allowing ROE #33 to obtain from any outside organization all manners of consumer reports and investigative consumer reports now and throughout the course of your employment or service to the district to the extent permitted by law.

New York applicants or employees only: You have the right to inspect and receive a copy of any investigative consumer report requested by ROE #33 by contacting the consumer reporting agency identified above directly.

ACKNOWLEDGMENT AND AUTHORIZATION

I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by the School at any time after receipt of this authorization and throughout my employment and/or service, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by Bushue Human Resources, Inc., 104 N. Second St., Suite B, Effingham, IL 62401, (217) 342-3042, or toll free at (877) 342-3042, another outside organization acting on behalf of ROE #33, and/or the School itself. I agree that a facisimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original. I am aware and understand that my fingerprints may be retained and will be used to check the criminal history record information files of the Illinois State Police (ISP) and/or the Federal Bureau of Investigation (FBI). In addition I authorize my photo to be taken, submitted to the ISP and/or FBI; photographic images may be shared for licensing and employment purposes only. I further understand that I have the right to challenge any state or federal criminal history record information disseminated from these criminal justice agencies regarding me that may be inaccurate or incomplete.

Last Name F	rst Middle	Maiden/Other Alias
**Social Security #	**Date of Birth	Place of Birth (State):
Driver's License #	State of Driver's License	Phone
Present Address	City/State/Zip	
Signature:	Date:	
**This information will be used for background screening p	urposes only and will not be used as hiring criteria.	
Gender: Male	Race: Asian Pacific Islande	er Height:
Female	BlackWhite Hispan	lic
	White Other	Weight:
Hair Color: Bald Gray	Eye Color: Black Gray	Skin Tone: Black Light
Black Sandy	Blue Hazel	Medium Olive
Blonde Red	Brown Other	Light Brown Fair
Brown	Green	Dark Brown
Position:	Please Circle (all that apply): Certi	fied - Non-Certified - Student Teacher - Bus Driver
Per Illinois School Code you are entitled to receive a	copy of your criminal background check. Would	d you like to receive this copy? Yes No
Office Use Only: Proof of Identity: DL / State	I.D. / Passport / Birth Certificate / SSC / Of	ther: ORI #:
Technician:	Technician License #: 249.000	TCN:
Date of Fingerprinting:	Time:	Location:
Payment Type: Cash / Money Order / Credit	Card - Last 4 Digits: Amor	unt: \$

BUSHUE FORM 3



Need to be Fingerprinted? To schedule your appointment please contact our office.



Phone: 217-342-3042 Email: info@bushuebackgroundscreening.com

Bushue Human Resources, Inc 104 N Second St. Ste B PO Box 89 Effingham, IL 62401

KCCDD Fingerprinting Service

Phone 309 344 2600

They will give you directions

AUG-26-2014 01:47 PM KCCDD

3093441754

P. 1/1



206 S. Sixth Street	KCCDD FOR	M 1	
Phone: 866-721-1203 Springfield, IL 62701			FAX: 217-753-9315
• •	Fee Applicant		
•	Consent Release		
	Please Print Clearly		
Last Name:	First Name:		MI:
	Date of Birth; (XX/		
Place of Birth (State or Country, if ou	tside USA):	SEX:	Race:
Address:	City:	State:	Zip:
Height: Weight:	Hair Color: Eye Color:	Phone:	
	Applicant Authorization		
	ization to procure my criminal history record a history record check or other history as may be		iformation concerning my criminal
Applicant Signature:		Date:	
Registered Nurse , RN (IDFPR) -			
Licensed Practical Nurse, LPN (ID	FPR)		
Security DEDC (INCDD)			
Massage Therapy (IDFPR)			
Vehicle Dealer (SOS)			***
Explosives License (DNR)			
Pyrotechnic License (OSFM)			
Video Gaming Location (IGB)			
Non-Emergency Transport (OIG)			
School Teacher - Name of Schoo			
School Bus Driver - Name of Sch	ool;		
Concealed Carry Instructor (CC	1)		
Other: Concealed Carry App.	licant	•	
DO NOT WRITE BELOW THIS LINE	– For Office Use Only	~	100001 dedocares about 11-0000 (50-01-01-07-07-04-0-01-01-07-07-07-07-07-07-07-07-07-07-07-07-07-
	icense, State ID,FOID, Pa		
	Credit/Debit Card, Money Order,	,Company	Check
Fee Amount: \$ Billed	Collected		
Agency ID:	Reference#		

TCN: ______ Technician Name: ____

District Website: www. Lincoln Education Center: 933	t School District # 205 lents Achieve Their Dreams w.galesburg205.org Planrison Steet, P.O. Box 1206, Galesburg, U. 61402-1206 one: (309) 343-1151 Fax: (309) 343-1319, 343-7757			
EMPLOYMENT AUTHORIZATION FORM FOR FINGERPRINT BASED CRIMINAL HISTORY RECORD CHECK SEX OFFENDER DATABASE CHECK VIOLENT OFFENDER/CHILD MURDERER DATABASE CHECK				
Employee Name	Position			
Date of Hire	School			
Date Sex Offender Database checked: (www.ips_state_llus/slor) Date Child Murderer/Violent Offender Data (www.ips_state_llus/cmvo) Name of Person Conducting Checks	abase checked:			
Knox County Jail Personnel	Date			
Authorized School Personnel	Date			
Knox County Regional Superintendent	Date			
Completed Form to Be Placed	in Personnel File			

SECTION 005226 - STANDARD FORM OF AGREEMENT

PART 1 – GENERAL

1.01 <u>DESCRIPTION</u>

The Agreement shall be the "Russell Subcontract Agreement", a draft copy is included herein, and which when executed, will become a part of the Contract Documents of the successful Bidder.

END OF SECTION 005226



SUBCONTRACT AGREEMENT

Contractor: Date: 4/3/2019

RUSSELL CONSTRUCTION CO., INC. Project Owner: COMMUNITY UNIT SCHOOL

4600 E. 53RD STREET DISTRICT #205

DAVENPORT, IA 52807 Project Architect: LEGAT ARCHITECTS, INC.

Phone: 563-459-4600 Job Number: 01-19-0049

Fax: 563-459-4601 Job Description: GSD LOMBARD MIDDLE

Cost Code:

Subcontractor: Job Site Address:

1220 EAST KNOX STREET GALESBURG, Illinois 61401

Contract Dollar Price: \$0.00 Retainage %: 10.0

Surety Bond Required: Yes Invoice Due Date: 20th of each month

Send pay requests to: accountingap@russellco.com

This Subcontract Agreement is made as of the date written above between Russell Construction Co., Inc. (the "Contractor") and the Subcontractor named above. Subcontractor agrees to furnish all labor, materials, equipment, and supervision as required to fully comply with the Contract Documents, and all conditions, requirements, specifications, drawings and addendum thereto, and all modifications to any of the Contract Documents.

This Subcontract is contingent upon the Contractor entering into a Prime Contract with the Owner and contingent upon the Owner's approval and acceptance of the Subcontractor. Subcontractor is not authorized to perform any Work hereunder until Contractor enters into a Prime Contract with Owner and any work performed or preparations to perform work by Subcontractor prior to such time shall be at the sole expense of Subcontractor.

This Subcontract must be signed and returned to Russell Construction Co., Inc. along with a current certificate of insurance prior to the Subcontractor commencing work on Project. If a signed Subcontract and certificate of insurance is not returned to the Contractor, the Subcontractor is not authorized to commence work and therefore will not be paid for any work performed. The Subcontractor agrees that the terms of this Subcontract are confidential and that Subcontractor may not assign all or any part of the Work without prior written approval by Contractor.

Subcontractor agrees to all terms of this Subcontract. Subcontractor agrees that its obligation to comply with ALL of the provisions of this Subcontract is solely the Subcontractor's responsibility. Failure on the part of the Subcontractor or the Contractor or any of their agents to discover, identify or remedy any deficiencies, non-compliance or failure to maintain compliance shall not in any way relieve Subcontractor of any of the obligations of this agreement. In the event of non-compliance, the Contractor retains all of rights to any and all remedies available to it. This Subcontract supersedes all prior agreements and representations, written or oral.

Exhibit A Scope of Work

Exhibit B Subcontract Insurance Requirements
Exhibit C Pay Application & Lien Waiver Policy
Exhibit D Subcontract Safety & Health Requirements

Exhibit E Document List
Exhibit F Project Schedule

Page 1 Job Number: 01-19-0049

TERMS AND CONDITIONS ACCEPTED

RUSSELL CONSTRUCTION CO., INC.

Page 2 Job Number: 01-19-0049

Additional Terms of the Subcontract Agreement

The following Additional Terms of Subcontract are incorporated in the Subcontract between Contractor and Subcontractor:

ARTICLE I - SUBCONTRACT DOCUMENTS

- 1.1 The Prime Contract consists of the construction contract between Contractor and Owner for the Project and all addenda, modifications, and revisions thereto, together with all drawings, project manuals, specifications, conditions (general, technical, supplementary, and special), and all other documents listed in or referenced by the Prime Contract. The Prime Contract is incorporated herein by reference and made an integral part of the Subcontract. The Prime Contract shall be made available to Subcontractor upon request. In the case of conflict between any of the Contract Documents, the more stringent of the two shall prevail.
- 1.2 The Subcontract consists of the subcontract agreement between Contractor and Subcontractor and all addenda, modifications and revisions thereto, together with all exhibits thereto, including these Additional Terms to the Subcontract Agreement, and the Prime Contract as incorporated in 1.1 above. Subcontractor hereby represents and acknowledges that it has carefully reviewed and examined the Contract Documents and that any and all ambiguities and discrepancies have previously been clarified and/or corrected. Subcontractor agrees that it will not make any claim or demand upon Contractor based upon or arising out of any misunderstanding or misconception on Subcontractor's part of the provisions and requirements of the Subcontract if Subcontractor knew or reasonably should have known of the ambiguity or discrepancy.
- should have known of the ambiguity or discrepancy.

 1.3 If the Prime Contract is awarded by any department or agency of the U. S. Government ("USG"), Contractor is required by the Federal Acquisition Regulation ("FAR") to include in subcontracts awarded pursuant to the Prime Contract certain FAR clauses. Contractor has prepared an Appendix, Mandatory Federal Acquisition Regulation Clauses, which identifies the applicable FAR clauses. Accordingly, if the Prime Contract is awarded by the USG, the Appendix is hereby incorporated by reference and made an integral part of the Subcontract. The Appendix and the FAR clauses contained therein are current as of the date identified in the Appendix and, to the extent that additional FAR clauses are required to be incorporated in the Subcontract, those additional FAR clauses are hereby incorporated by reference to the same extent as those clauses identified in the Appendix. To the extent that any USG department or agency FAR supplement requires incorporation of specific FAR supplement clauses in this Subcontract, the applicable FAR supplement clauses are hereby incorporated in this Subcontract by reference. The applicable FAR supplement clauses will be made available to Subcontractor upon request.
- 1.4 If Subcontractor discovers any ambiguity or discrepancy in the Contract Documents relating to the Scope of Work (as defined in Article II hereof), Subcontractor shall promptly notify Contractor of the same in writing. Subcontractor shall, at its sole expense, make any change in the Scope of Work, and shall be responsible for the expense of changing the subsequent work of others, necessitated by failure to disclose said ambiguity or discrepancy which Subcontractor discovered or reasonably should have discovered.
- failure to disclose said ambiguity or discrepancy which Subcontractor discovered or reasonably should have discovered.

 1.5 All of the provisions which comprise the Subcontract shall be interpreted together and in harmony with one another. However, in case of conflict, the more stringent requirement shall control.
- In case of conflict, the more stringent requirement shall control.

 Subcontractor binds itself to Contractor and is obligated to Contractor in the same manner and to the same extent that Contractor is bound and obligated to Owner under the Prime Contract. All rights which Owner may exercise and enforce against Contractor may be exercised and enforced by Contractor against Subcontractor, including any claim for liquidated damages. Subcontractor shall be required to do all things and be bound by all decisions, directives, interpretations, and rulings of Owner, Architect, Engineer, or others authorized to act on behalf of Owner, including all decisions as to the scope of the Scope of Work, to the same extent that Contractor is bound thereby. In no event shall Subcontractor be entitled to greater rights, higher entitlements or more relief against Contractor than are provided for in this Subcontract. To the extent the Prime Contract, or the law, require the inclusion of any provisions, clause or other requirement in this Subcontract, or in the Prime Contract that relates to the Scope of Work, those provisions, clauses and requirements are incorporated by reference in and made a part of the Subcontract as though fully set forth in this Subcontract.
- 1.7 Subcontractor is not, and shall not be, deemed to be a third-party beneficiary of the Prime Contract between Owner and Contractor or any other agreement relating to the project to which Subcontractor is not a party.

ARTICLE II - SCOPE OF SUBCONTRACT WORK

- 2.1 The "Scope of Work" includes the work set forth in Exhibit A of this Subcontract, all incidental work usually performed under customary trade practices by the trades to be furnished by Subcontractor, and all changes in the Scope of Work as described in Article XI hereof. The Scope of Work shall be performed in accordance with this Subcontract and in a skillful and workmanlike manner, with material and equipment being of the kind and grade necessary to meet the intent of the Contract Documents. Subcontractor shall be responsible for any loss or damage to Contractor or others by reason of Subcontractor's failure to perform its work in accordance with the terms of this Subcontract.
- 2.2 Subcontractor has fully examined the project site and analyzed all existing surveys, test reports and schedules that could affect its performance, and acknowledges that no conditions exist which would adversely affect the progress, schedule, performance, price or the quality of the Scope of Work.
- 2.3 Except as otherwise agreed by Contractor and Subcontractor in writing, Subcontractor shall provide, at its own expense, all temporary and permanent tools, scaffolding, implements, shop and working drawings, samples, models, guarantees, licenses, unloading facilities and services, and all other items necessary for the proper performance and acceptance of the Scope of Work. Subcontractor shall provide, at its own expense, all tests, inspections, quality control measures and permits necessary for the proper performance and acceptance of the Scope of Work unless this Subcontract specifies that Contractor or another subcontractor is to provide such tests or permits.
- 2.4 Subcontractor shall, at its own expense, secure and pay for all permits, fees, licenses, assessments, testing costs, royalties, and taxes required for the Scope of Work, and the costs of inspections which disclose, or are necessitated by, incorrect or faulty materials or workmanship. Subcontractor shall make all necessary arrangements and agreements, at its own expense, so as not to infringe on any patents, trademarks, or copyrights in the performance of the Scope of Work.

Job Number: 01-19-0049

Subcontractor shall indemnify, hold harmless and defend Contractor and Owner from any claims or damages, including court costs, expenses and attorneys' fees, related to or arising out of any allegation that Subcontractor infringed on any patent, violated any copyright or trademark, or engaged in theft of trade secrets.

ARTICLE III - VERIFYING PROJECT CONDITIONS

- Subcontractor is strictly responsible for the proper layout and location of the Scope of Work. Before proceeding with any portion of the Scope of Work, Subcontractor shall thoroughly and accurately: (a) observe and verify all previous and surrounding work performed by others and determine the location, condition, and correctness of same, to the extent necessary, to assure that the Scope of Work can be performed as intended; and (b) measure all field conditions relating to the Scope of Work. Prior to execution of this Subcontract, Subcontractor has evaluated and satisfied itself as to the conditions and limitations under which the Work is to be performed. Subcontractor shall exercise prudence so that actual, final conditions and details shall result in proper alignment of finished
- surfaces. Subcontractor shall give Contractor written notice of any condition it discovers which may or will adversely impact upon Subcontractor's performance of the Scope of Work, such notice to be provided within forty-eight (48) hours after discovery and prior to any disturbance of the condition. Subcontractor shall, at its own expense, make any change in the Scope of Work, and shall be responsible for the costs to change the subsequent work of others, or any other damages arising out of Subcontractor's failure to give such notice to Contractor or to satisfy its obligations under Paragraph 3.1 above.
- Subcontractor shall abide by all Prime Contract and other legal requirements relating to archeological, paleontological, prehistoric and historic remains.

ARTICLE IV - COMPLIANCE WITH SCHEDULES: COOPERATION WITH OTHERS

- Subcontractor shall proceed with each portion of the Scope of Work in a prompt and diligent manner and in strict compliance with all performance schedules and sequencing, as directed by Contractor. Subcontractor shall, within the time specified by Contractor and in no event more than thirty
 (30) days after the date of this Subcontract, furnish to Contractor all information and data requested by Contractor for the preparation of
- performance schedules, including progress schedules for the Scope of Work, and submit the same to Contractor for review and approval. Subcontractor shall from time to time revise its progress schedules to conform to changes in the project schedules and submit the same to Contractor for review and approval.
- Time is of the essence, and any time specified for the completion of this Subcontract, the Scope of Work, or any portion thereof is a material provision of this Subcontract.
- Subcontractor shall furnish sufficient labor, materials and equipment to assure proper performance of the Scope of Work in strict compliance with all performance schedules and as required in this Article IV. Subcontractor shall, if requested by Contractor, furnish adequate evidence to substantiate its ability to meet the performance schedules and planned progress of the Scope of Work, including periodic progress reports setting forth the status of material, equipment, manpower and submittals.
- Upon request by Contractor, Subcontractor shall promptly increase its work force, accelerate its performance, resequence Work, work overtime, and work Saturdays, Sundays and holidays, all without additional compensation, if, as reasonably determined by Contractor, such work is necessary as a result of Subcontractor's failure or inability to maintain the current Project schedule due to Subcontractor's own defective or deficient work or other nonperformance.
- Subcontractor shall conform to Contractor's hours of work. No premium time will be acknowledged or paid unless pursuant to a prior written authorization by Contractor.
- Subcontractor shall fully cooperate and coordinate its work with that of Contractor and any other subcontractor or supplier for the project, and shall not interfere with Contractor's relationship with other subcontractors and suppliers. Subcontractor shall commence, continue, and complete the Scope of Work so as not to delay completion of the project or any portions thereof, including portions to be performed by others.
- 4.7 The responsibility of Subcontractor for prompt and timely performance shall not be deemed to be waived by any assent or acquiescence by Contractor to Subcontractor's late performance of a portion thereof. For any delay encountered during performance of the Scope of Work, Subcontractor shall not be given an extension of time to complete its Scope of Work, or additional costs arising from the delay, unless the Owner issues Contractor a Change Order granting the extension and additional costs. Subcontractor shall notify Contractor in writing within twenty-four (24) hours of recognizing a delay to its Scope of Work.

ARTICLE V - INSPECTION, STORAGE AND APPROVAL OF SUBCONTRACT WORK

- Subcontractor shall be solely responsible for thorough inspections of the Scope of Work for conformance with this Subcontract. If inspections disclose, or are necessitated by, incorrect or faulty materials or workmanship, all costs associated with said inspection, and any subsequently required inspections, shall be paid solely and fully by Subcontractor.
- 5.2 Subcontractor shall provide, and shall ensure that its sub-subcontractors and suppliers provide, sufficient, safe, and proper facilities for such inspection and/or observation of the Scope of Work by Contractor, Owner, Architect or Engineer as may be requested. Subcontractor shall, upon request, demonstrate and confirm the quantities and qualities of the materials and equipment being supplied to the project.
- 5.3 Subcontractor shall store its equipment, material, and tools only in the areas designated by Contractor.
 5.4 Subcontractor shall be responsible for the receipt, delivery, unloading, storage, warehousing, protection, and all risk of loss relating to any materials or equipment it is to furnish, install, provide, or have provided to it for performance of the Scope of Work. Regardless of any payment, the risk of loss of such materials and equipment shall remain upon Subcontractor until said materials or equipment are incorporated into the project. Subcontractor shall ensure that the materials it supplies have been suitably maintained to prohibit the growth of mold or the propagation of corrosion or rust.
- If Contractor furnishes material or equipment to Subcontractor, Subcontractor shall, immediately upon receipt, make a thorough inspection as to the physical condition and suitability of the material or equipment, and shall immediately notify Contractor, in writing, of any defect or nonconformity in the material or equipment. If Subcontractor fails to provide such notice, Subcontractor shall be

Page 4 Job Number: 01-19-0049 liable for all damages, and shall defend and indemnify Contractor against any claims, arising or alleged to arise out of such defect or nonconformity. Contractor shall not be liable for any deficiency in materials it receives at the site on Subcontractor's behalf. Loss or damage due to Subcontractor's acts or omissions shall be deducted from any amounts due or to become due to Subcontractor.

- 5.6 Subcontractor agrees that any tools, material or equipment of Owner or Contractor which are not to be incorporated into the Scope of Work will be available to Subcontractor only with Contractor's express written permission and in accordance with Contractor's terms and conditions for such use. If Contractor allows Subcontractor to use any such equipment, Subcontractor agrees that any operator provided by Owner, Contractor or Subcontractor shall be the agent and servant of Subcontractor and Subcontractor shall be solely responsible for the acts of the operator during the time of Subcontractor's equipment use. Subcontractor shall, immediately upon receipt, make a thorough inspection as to the physical condition and suitability of any such tools, material or equipment and the competency of the operator, and shall immediately notify Contractor in writing, of any defect or nonconformity in the tools, material or equipment or any incompetence of the operator. If Subcontractor fails to provide such notice, Subcontractor shall be liable for any damages, and shall defend and indemnify Contractor against any claims, arising or alleged to arise out of such defect or nonconformity in the tools, material or equipment and incompetence of the operator.
- in the tools, material or equipment and incompetence of the operator.

 5.7 Within seventy-two (72) hours after notice from Contractor, or immediately after notice in emergency or critical path situations, Subcontractor shall commence, and thereafter proceed diligently, to take down and remove any designated portion of its work which is condemned or is disapproved as not being in compliance or conformity with the requirements of the Subcontract. Subcontractor shall promptly, at its own expense, correct the same. If Contractor determines that it will accept nonconforming work, Contractor shall be entitled to an equitable credit for the nonconformity.
- 5.8 Subcontractor shall promptly perform at its own expense any and all punch list work submitted to it by Contractor. If such work is not performed within a reasonable time prescribed by Contractor, then in addition to its other remedies provided herein or available at law or in equity, Contractor may complete the work and deduct the cost thereof from the Subcontract Price.
- 5.9 No substitution shall be permitted in the Scope of Work or materials specified to be provided by Subcontractor unless permitted by the Subcontract, and Subcontractor shall first obtain written approval from Contractor for any such substitution. Subcontractor shall defend and indemnify Contractor against all claims and expenses incurred by Contractor as a result of any unapproved substitution.
- 5.10 Contractor and Owner shall be permitted to occupy and use any portion of the Scope of Work that has been either partially or fully completed by the Subcontractor, but such occupation or use shall not be deemed to be a waiver by the Contractor of any of its rights against the Subcontractor unless there is an express agreement in writing to that effect.

ARTICLE VI - SAFETY AND CLEAN-UP/JOB SITE MEETINGS

- 6.1 Subcontractor shall be solely responsible for the safety of its employees, sub-subcontractors, suppliers, and any other person for whom Subcontractor is responsible, and shall maintain its work area so as to at all times provide a safe working environment, including erection and maintenance of suitable fences, barriers, and barricades when specifically required for the performance of the Scope of Work, and conformance with all safety policies and requirements of Contractor and with all safety requirements of any applicable governmental authority, including OSHA. Subcontractor shall replace any fences, barricades and/or barriers which Subcontractor removes or damages in the performance of the Scope of Work and shall be responsible for maintaining a safe working environment while such fences, barriers and barricades are damaged or removed.
- 6.2 Subcontractor, its sub-subcontractors, suppliers, and any other person or entity for whom Subcontractor is responsible, shall not generate, introduce or transport any hazardous substance as defined in CERCLA or RCRA, at, near or on the Project without the prior written consent of Contractor. Subcontractor shall notify Contractor in writing if Subcontractor discovers at, near, or on the Project any actual or potential hazardous substance, such notice to be provided within forty-eight (48) hours of obtaining knowledge thereof. Such written notice must also be given to others at the Project Site and to governmental authorities prior to exposure to such substance or chemical of any persons at the Project site and, in any event, in sufficient time to permit others at the Project Site to comply with all governmental laws, rules, and regulations. All such written notices shall include a description of the chemical composition of the substance or chemical in sufficient detail to permit compliance with all governmental laws, rules, and regulations, and Subcontractor shall furnish copies of all such notices to Contractor. Upon such discovery, Subcontractor shall cease any work which may impact the hazardous substance until receipt of a written notice to proceed from Contractor.
- 6.3 Subcontractor shall continuously maintain its work areas of the Project free from all dirt, rubbish, debris, and any other waste materials and ensure their proper removal from the Project site or, if supplied by Contractor, to common receptacles or bins. On completion of the various portions of the Scope of Work, Subcontractor shall broom clean its work areas.
- 6.4 If Subcontractor fails, upon twenty-four (24) hours written notice, to maintain its work area as herein required, then in addition to its other remedies provided herein or available at law or in equity, Contractor may cure the deficiency and deduct the cost thereof from the Subcontract Price.
- 6.5 Subcontractor shall attend all job site meetings as requested by Contractor, including regular informational, progress, and safety meetings.
- 6.6 Subcontractor shall ensure compliance by itself, its employees, and its sub-subcontractors with any applicable laws or regulations with respect to "drugs and the workplace," and shall be solely responsible for the consequence of any drug-related losses or expenses due to their noncompliance.
- of the program or if the program is required by the Subcontract, Subcontractor and its sub-subcontractors shall adopt and implement a written mandatory drug and alcohol testing program effective at the latest when the Subcontractor's or sub-subcontractor's employees first appear on-site. The program's goal must be to attempt to provide a drug-free and alcohol-free work place. If the Prime Contract does not identify the details of the program, or if the program is required by the Subcontract and not by the Prime Contract, then the program shall comply with Subcontractor's collective bargaining agreements, as may be applicable or alternatively, include as minimum requirements, provisions as follows:
 - 6.7.1 Testing pre-employment applicants applicants offered employment must pass a pre-employment drug and alcohol test before beginning work on the jobsite.
 - 6.7.2 Testing employees involved in any on-site accident resulting in medical aid injury.
 - 6.7.3 Testing employees involved in any on-site equipment accidents regardless of whether the accident resulted in medical aid injury or not.

Page 5 Job Number: 01-19-0049

- Testing employees when there is reasonable suspicion that they are working under the influence of drugs or alcohol. Any employees who test positive as defined by the drug and alcohol program must be immediately removed and will only be allowed to return when they have successfully completed a qualified drug and alcohol rehabilitation program, or in the 6.7.4 6.7.5
- case of an out-patient program, are in good standing in a qualified drug and alcohol rehabilitation program.
- 6.7.6 All testing is to be conducted by a qualified drug-testing agency utilizing standard methods and detection levels
- In work jurisdictions where random drug testing is allowed, provisions for such testing must be included in the program. The creation and implementation of any drug and alcohol testing program must comply with all applicable federal, state and municipal laws governing drug and alcohol testing. This specifically includes laws governing methods of testing, threshold detection levels, custody and processing of test samples, and use of approved laboratory facilities. The defense, indemnification and hold harmless provisions contained in Article XV hereof are applicable to all such drug and alcohol testing. Subcontractor and its sub-subcontractors must submit a copy of their mandatory drug testing program (including at least the minimum requirements noted above) to Contractor no later than thirty (30) days before any of their employees first appear on-site. Documentation evidencing implementation and on-going maintenance of the program must be provided to Contractor no later than ten (10) days following any written request from Contractor.

ARTICLE VII - ASSIGNMENT/SUB-SUBCONTRACTORS/SUPPLIERS

- Subcontractor shall not engage or employ any person or entity, including sub-subcontractors or suppliers, to which Contractor has reasonable objection, and shall immediately remove from the Project site any such person or entity. Promptly after executing the Subcontract, Subcontractor shall submit a list, for Contractor's review and approval, of sub-subcontractors and suppliers to be used in performing the Scope of Work, and shall update this list as any changes occur.
- Subcontractor shall not assign or sublet its obligations to perform the Subcontract, or any part thereof, without Contractor's prior written consent. Any such assignment or sub-subcontracting without such consent shall be void. If Contractor consents to an assignment of part or all of the Subcontract, or if Subcontractor assigns any accounts receivable relating to the Subcontract, such assignment shall be subject to and subordinated to: (a) all labor preferences and other liabilities, actual or potential, as may be imposed on Contractor due to any obligation or liability of Subcontractor; and (b) all payment obligations of Subcontractor under the Subcontract. Under no circumstances shall any valid assignment of accounts receivable by Subcontractor to a third party, whether by express approval or by operation of law, have priority over Subcontractor's payment responsibilities to Contractor, sub-subcontractors, suppliers, employees, union trust funds or taxing authorities. Subcontractor shall require any assignee who takes an interest in the Subcontract as collateral to agree that: (a) it shall have no right to payment unless and until all sub-subcontractors, suppliers, employees, union trust funds and taxing authorities have been paid, and any claims of Contractor have been satisfied; and (b) it will repay to Contractor immediately upon receipt any amount received in violation of this Paragraph, with or without demand by Contractor.

 7.3 Contractor's consent to any such assignment or subletting shall not in any manner relieve Subcontractor of its obligations to
- Contractor under the Subcontract, and Subcontractor shall remain fully liable for the Scope of Work, as performed by its subsubcontractors, suppliers and assignees.
- Contractor shall have the right to assign all or any portion of its rights and interests in the Subcontract to Owner, Owner's lenders, Contractor's sureties, a joint venture or partnership in which Contractor is a joint venturer or partner, or to any entity which is affiliated with Contractor, and Subcontractor shall thereupon have all of the same duties and obligations to said assignee as if said assignee had been the original contracting party hereto. Upon request, Subcontractor shall promptly provide Contractor with written confirmation of Subcontractor's consent to such assignment.
- Subcontractor shall make prompt payment to all persons and entities to which it becomes obligated in connection with its performance of the Subcontract, including sub-subcontractors, suppliers, employees, union trust funds and taxing authorities, and shall, within ten (10) days of receiving notice of any lien or claim, take such action, at its own expense, as is necessary to remove any mechanic's liens or other claims which relate or are alleged to relate to the Scope of Work and are filed against: (a) the Project or the property on which the Project is located; (b) Owner or Contractor; or (c) any bonds provided by Owner or Contractor in connection with the Project. No payment shall be made to Subcontractor until said lien or claim has been removed or discharged or there has been furnished to Owner or Contractor a bond or other security satisfactory to Owner and Contractor. Subcontractor shall further take such action, at its own expense, as may be necessary to cause Owner not to withhold any monies due to Contractor from Owner by reason of any liens or other claims. Subcontractor shall defend and indemnify Owner, Contractor and their sureties against any claims, liens, actions and damages, including attorneys' fees arising or alleged to arise out of Subcontractor's failure to comply with this Paragraph. Failure of Subcontractor after ten (10) days written demand by Contractor to remove or discharge any lien or claim shall constitute a breach of this Agreement. Any costs incurred by Contractor or Owner in connection with the discharge of any said lien or claim will be the sole responsibility of Subcontractor and shall accordingly be deducted from Subcontractor's contract amount.

ARTICLE VIII - SUBCONTRACTOR'S SUPERINTENDENT

Subcontractor shall furnish a competent and experienced superintendent, approved by Contractor, at the Project at all times when the Scope of Work is in progress.

ARTICLE IX - PAYMENTS

- 9.1 If Contractor is entitled to apply for progress payments from Owner pursuant to the Prime Contract, Subcontractor shall be entitled to apply for progress payments for the Scope of Work performed during the payment periods established in the Prime Contract, but not more frequently than monthly.
- Within fourteen (14) days after execution of the Subcontract, Subcontractor shall prepare and submit to Contractor a schedule of values apportioned to the various divisions or phases of the Scope of Work in a form acceptable to Contractor, which schedule of values must be supported by such documents and proof as Contractor may require. Said schedule of values shall be used for payment purposes only and shall not relieve Subcontractor of any responsibilities under the Subcontract. Contractor may, in its sole discretion, determine to waive the requirements set forth in this Paragraph, which waiver shall only be effective if in writing.

- 9.3 Progress payments shall be made by Contractor seven (7) days after a corresponding payment has been received by Contractor from Owner or its agent. In no event shall Subcontractor be entitled to receive any payment from Contractor or Contractor's sureties prior to Contractor's actual receipt of that payment from Owner. Contractor's receipt of payment from Owner shall be a condition precedent to any obligation of Contractor or its sureties to pay Subcontractor for any portion of the Scope of Work, including retainage, progress payments, changes in the Scope of Work as set forth in Article XI hereof, claims as described in Paragraphs 12.2 through 12.5 hereof, and final payment, and Subcontractor waives all right to commence litigation, arbitration or any other proceeding against Contractor or its sureties for payment until said monies are received by Contractor, unless nonpayment is caused solely by the negligent acts or omissions of Contractor. Should the foregoing condition precedent be unenforceable in the jurisdiction where the Project is located, Subcontractor agrees that Contractor shall have a reasonable period of time within which to tender payment, and such reasonable period includes, but is not limited to, the time necessary for Owner to process and make a progress or final payment, such reasonable period includes, but is not limited to, the time necessary for Owner to process and make a progress of final paymen or to fully adjudicate any disputes, claims, causes of action or other mattes associated with or related to the Subcontract Agreement and/or the Prime Contract. Subcontractor agrees that Contractor's sureties are intended third-party beneficiaries of this Paragraph. Subject to the foregoing, Subcontractor is not waiving its right to file a mechanic's lien under applicable law in the event that Subcontractor does not receive payment for the Scope of Work.

 9.4 As further condition precedent to payment by Contractor as referenced in Paragraph 9.3, Subcontractor shall submit the following to Contractor at least five (5) days prior to the date Contractor is required to submit its progress estimate to Owner: (a) Subcontractor's monthly progress estimate and invoice, along with proper back-up, all in a form satisfactory to Contractor; and (b)
- executed waivers of lien rights ("Lien Waivers") from Subcontractor and its sub-subcontractors and suppliers in sufficient form for Owner and Owner's lender and title insurer, if any, to determine Contractor's right to payment under the Subcontract and all applicable laws.
 - All Waivers shall be in a form satisfactory to Contractor. Unless otherwise required by the Prime Contract, Lien Waivers for work for which Subcontractor has not yet been paid, may be conditioned upon payment; and with respect to work for which Subcontractor has already been paid, the Lien Waiver must be unconditional.
 - Owner and/or Contractor shall be entitled to adjust Subcontractor's monthly progress estimate to the amount which Owner and/or Contractor reasonably believes to be the actual amount earned by Subcontractor during the applicable time period, 9.4.2 and shall only be responsible for payment to Subcontractor of that adjusted amount.
 - 9.4.3 Contractor may, in its sole discretion, determine to waive the requirements set forth in this Article IX, which waiver shall only be effective if in writing.
 - With respect to (a) work performed by Subcontractor on a cost-reimbursable basis, or (b) work for which Subcontractor seeks additional compensation in addition to the Subcontract Price, Subcontractor shall promptly permit Contractor or its agents or representatives to inspect and copy all of Subcontractor's relevant documents, related to the item (a) or (b) of 944 this Paragraph.
- If applicable according to governing law, Subcontractor agrees that all funds received by Subcontractor are to be held in trust, and Subcontractor further agrees to be bound as a fiduciary to Contractor and to Subcontractor's subcontractors and suppliers to apply the funds held in trust properly to payment of labor, equipment, services and materials in connection with the Scope of Work.
- Progress payments will be reduced by retainage in accordance with the terms of this Subcontract. Subcontractor may bill for materials suitably stored at the Project site if approved and paid by the Owner. In addition, all or part of monthly Progress payments may be withheld from Subcontractor by Contractor, and/or Subcontractor may be backcharged, to the extent that:
 - Subcontractor is indebted to Contractor pursuant to the Subcontract or any other agreement between Subcontractor and Contractor or its affiliates or subsidiaries, whether or not such other agreement is related to the Project;
 - 9.6.2 Defective Scope of Work has not been remedied;
 - Subcontractor has failed to pay, or provide satisfactory evidence of payment to, sub-subcontractors, suppliers, employees, 9.6.3 laborers, union trust funds and taxing authorities, or any claim or lien by any third party has been asserted or threatened with respect to the Scope of Work;
 - 9.6.4 Contractor has a reasonable basis to believe that the Scope of Work cannot be completed for the unpaid portion of the Subcontract Price or in accordance with the Project schedule;
 - 965 Contractor, Owner, or another subcontractor or supplier have been injured or damaged by Subcontractor's performance or failure to perform the Scope of Work;
 - 9.6.6 Subcontractor fails to submit waivers of lien rights and/or releases of claims as required in the Subcontract or fails to provide certified payroll data when requested by Contractor; or
 - In the event of a Revision or Construction Change Directive deleting a portion of the Scope of Work, Contractor shall have the right to withhold from its periodic progress payments to Subcontractor an amount which Contractor, in its reasonable 9.6.7 judgment, determines to be the value of such work. Said amount may be held by Contractor until the value of such work is determined by agreement or by the dispute resolution procedures provided in Article XII hereof. Monies withheld or retained by Contractor from Subcontractor as provided in this Article IX shall not accrue interest.
- All amounts withheld or retained by Contractor from monthly progress payments as provided in this Article IX shall be reduced to an amount then being withheld by Owner from Contractor for the Scope of Work upon the latest to occur of the following:
 - Owner's release of any retainage it has withheld as to the Scope of Work;
 - 9.7.2
 - Substantial completion of the Scope of Work;
 The curing of all deficiencies set forth in Subparagraphs 9.6.1 through 9.6.7; and 9.7.3
 - Approval by Subcontractor's sureties of the reduction in retainage. Notwithstanding anything to the contrary herein, Contractor shall be entitled to withhold or retain amounts sufficient to reimburse Contractor for amounts owed by 974 Subcontractor pursuant to Articles XV and XXI hereof.
- 9.8 Except as provided in Subparagraphs 9.6.1 through 9.6.7, final payment and payment of retainage shall be payable to Subcontractor no later than thirty (30) days after final completion and only when payment is received from the Owner and then only to the extent the cost of removing defective or unauthorized work does not exceed the retainage amount. Prior to final payment, Subcontractor shall submit, on behalf of itself and its

sub-subcontractors and suppliers, all materials required by Article XVIII hereof, together with appropriate Lien Waivers, and verifying full payment of all monies due or to become due relating to the Subcontract. Subcontractor's requisite release must constitute a full release of Contractor and Contractor's sureties. If Subcontractor intends to exclude any claims from said release, the release shall specifically detail each and every claim that Subcontractor asserts against Contractor and its sureties, or said claims shall be deemed waived. Also,

> Page 7 Job Number: 01-19-0049

if the Subcontractor provided a Performance and Payment Bond, a Consent of Surety must be given to the Contractor prior to the final

- Subcontractor agrees it will pay all amounts owing to its sub-subcontractors and suppliers within seven (7) days of receipt of a progress or final payment from Contractor for all work performed and all materials furnished through the date of Subcontractor's payment request to Contractor, or within the time required by applicable law, whichever is less. Subcontractor agrees that Contractor, in its sole discretion, shall have the right but not duty to issue join checks to Subcontractor and its subcontractors, laborers or suppliers as necessary to ensure payment to them. Such joint check procedures, if employed, shall create no right in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit Contractor to repeat the procedures at any time in the future. Subcontractor shall ensure that all amounts owed to or on behalf of its employees are timely paid, including, without limitation, all wages, employee benefits, withholding taxes, and all other amounts. Subcontractor agrees that a default by without limitation, all wages, employee benefits, withholding taxes, and all other amounts. Subcontractor agrees that a default by Subcontractor under this Subcontract shall constitute a default of any other contract between Contractor and Subcontractor or their affiliated entities, and that a default of any such other subcontract shall constitute a default of this Subcontract.

 9.10 No payment, including final payment, shall be evidence of the performance of the Subcontract by Subcontractor, either in whole or in part. No payment shall be construed as an acceptance of defective or incomplete work, and Subcontractor shall remain responsible for its performance conforming with the requirements of the Subcontract.

 9.11 If Contractor has furnished a performance and payment bond, Subcontractor hereby waives any right that Subcontractor may have to direct, request or order Owner, lenders, or title insurers to withhold amounts owed to Contractor to satisfy any claims of
- Subcontractor.
- Contractor reserves the right to conduct an audit of Subcontractor's records pertaining to the Project at any time and for any reason, at Contractor's expense as reasonably necessary to assure Subcontractor's compliance with the Subcontract

ARTICLE X - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- All labor, services and materials to be furnished as part of the Scope of Work shall comply, at Subcontractor's own expense, with all applicable federal, state, and local statutes, regulations, rules, and ordinances, including those relating to safety, hazardous with all applicable federal, state, and local statutes, regulations, rules, and ordinances, including those relating to safety, hazardous waste, discrimination, immigration, fair employment, equal opportunity and worker's compensation. Subcontractor is required to comply with the applicable requirements of Executive Order 11246, including the maintenance and certification of non-segregated facilities, and the applicable provisions of 41 CFR Section 60-741 and 41 CFR Section 60-300. To the extent required by the Prime Contract, Subcontractor shall comply with the requirements of Federal Acquisition Regulation (FAR) clauses 52.203-13 - Contractor's Code of Business Ethics and Conduct, and 52.203-14 - Display of Hotline Poster(s). Subcontractor and its sureties shall indemnify Contractor for any damages, penalties, or costs of any nature arising out of Subcontractor's failure to comply with such laws, or Subcontractor's failure to require its own sub-subcontractor or suppliers to so comply. Additionally, Subcontractor is responsible for building codes when referenced in the Subcontract, and will comply with local trade practices concerning workmanship and compliance with building codes. Subcontractor shall, at its own expense, correct any violations hereof, and shall defend and indemnify Contractor against all claims and expenses relating thereto.
- In case of discovery of any variance between the Subcontract and any applicable statutes, regulations, rules, or ordinances, Subcontractor shall promptly notify Contractor thereof in writing, and make the necessary changes before proceeding with the Scope of Work. In the event that Subcontractor discovers or reasonably should have discovered any such variance and fails to promptly notify Contractor, Subcontractor shall at its sole expense make any change in the Scope of Work necessitated by failure to disclose such variance, and shall defend and indemnify Contractor against all claims and expenses relating thereto.
- Subcontractor warrants that it is duly licensed by all applicable government authorities to perform the Scope of Work and that it will maintain such licenses at its own expense for a minimum of one year after the date of final acceptance of the Project.

ARTICLE XI - CHANGES IN SCOPE OF WORK

- 11.1 Contractor retains the right to make changes in the Scope of Work, which may be accomplished after execution of the Subcontract by Change Order, Construction Change Directive, or Field Order, subject to the limitations stated in the Subcontract.
 11.2 Changes in the Scope of Work shall be performed under applicable provisions of the Subcontract, and Subcontractor shall
- proceed promptly with such changes, unless otherwise provided in the Change Order, Construction Change Directive, or Field Order. Contractor shall have no liability to Subcontractor for work relating to changes where such work was undertaken without written authorization from Contractor.
- Where unit prices have been agreed upon by Contractor and Subcontractor, all adjustments, whether increases or decreases, shall be made in accordance with said unit prices. Unit prices shall be deemed to include all general and administrative expenses, overhead, profit, supervision, extended performance cost factors, and all other direct and indirect expenses
- A Change Order is a written instrument prepared by Contractor and signed by Contractor and Subcontractor, stating their agreement upon all of the following:
- agreement upon all of the following:

 11.4.1 A change in the Scope of Work;

 11.4.2 The amount of the adjustment in the Subcontract Price, if any; and

 11.4.3 The extent of the adjustment in the time for performance, if any.

 11.5 Within ten (10) days of receipt of any proposed Change Order from Contractor or within such shorter time as may be prescribed in the Subcontract, Subcontractor shall notify Contractor in writing of any adjustment in the Subcontract Price or time for performance necessitated thereby, including a detailed breakdown of the difference in time required and value of the work, labor, services, and materials to be altered, added, omitted or changed, and including quotes from sub-subcontractors and suppliers. If Contractor and Subcontractor agree on all adjustments, and Owner issues a corresponding Change Order to Contractor, then a Change Order will be issued to Subcontractor. If they do not agree, Contractor may issue a Construction Change Directive as provided herein.
- A Construction Change Directive is a written order prepared and signed by Contractor, directing a change in the Scope of Work and stating a proposed basis for adjustment, if any, in the Subcontract Price or time for performance, or both. A Construction Change Directive shall be used in the absence of total agreement on the terms of a proposed Change Order..

Page 8

Job Number: 01-19-0049

- 11.7 If a Construction Change Directive provides for an adjustment to the Subcontract Price, and if unit prices have not been previously agreed upon, the adjustment shall be based upon one of the following methods:
 - 11.7.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - 11.7.2 Unit prices subsequently agreed upon;
 - 11.7.3 Cost to be determined in a manner agreed upon by the parties; or
 - 11.7.4 As provided in Paragraph 11.10.
- 11.8 Upon receipt of a Construction Change Directive, Subcontractor shall promptly proceed with the change in the Scope of Work involved and advise Contractor of Subcontractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Subcontract Price or time for performance.
- 11.9 A Construction Change Directive signed by Subcontractor indicates the agreement of Subcontractor therewith, including adjustment in Subcontract Price and time for performance, if any, and Subcontractor shall make no further claim for costs, time or other impacts relating to such change.
- 11.10 If Subcontractor does not respond promptly to a Construction Change Directive or disagrees with the proposed method for adjustment in the Subcontract Price, the method and the adjustment shall be determined on the basis of reasonable expenditures and savings attributable to the change, including, in case of an increase in the Subcontract Price, a reasonable allowance for Subcontractor's overhead and profit. In such case, Subcontractor shall keep and present, in such form as Contractor may prescribe, an itemized accounting, together with appropriate supporting data. In no event shall labor charges for overtime work exceed the standard percentage increase paid for similar overtime work in the community in which the Project is located. "Overhead" shall be deemed to include full and complete compensation to Subcontractor for all general and administrative expenses, home office overhead, field office overhead, bonding and insurance costs, and supervision, and shall be an amount consistent with the Prime Contract. In no event shall overhead and profit combined exceed that provided for in the Prime Contract or, in the absence of such provision, fifteen percent (15%) of the cost of the adjusted work performed by Subcontractor's own forces or five percent (5%) of the cost of work performed by subsubcontractors. "Cost" for the purpose of this Paragraph means Subcontractor's net costs and shall be limited to the following:
 - 11.10.1 Costs of labor, including Social Security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - 11.10.2 Costs of material, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
 - 11.10.3 Rental costs of machinery and equipment, exclusive of hand tools (for which overhead and profit shall be limited to five percent (5%)); and
- 11.10.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes related to the Scope of Work.

 11.11 Pending final determination of Subcontractor's cost, amounts not in dispute may be included in Subcontractor's applications for progress payments. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

 11.12 A Field Order is a written order signed by Contractor, directing a minor change in the Scope of Work not involving adjustment
- 11.12 A Field Order is a written order signed by Contractor, directing a minor change in the Scope of Work not involving adjustment in the Subcontract Price or time for performance and not inconsistent with the Subcontract. Such change shall be performed promptly upon issuance of the Field Order describing said change and shall be performed without any adjustment of Subcontract Price or time for performance.
- 11.13 Any disputes arising out of or relating to a request for or issuance of a Change Order, Construction Change Directive, or Field Order, including disputes as to adjustments to the Subcontract Price or time for performance relating thereto, shall be resolved as provided in Article XII hereof.
- 11.14 With respect to (a) work performed by Subcontractor on a cost reimbursable basis and (b) work for which Subcontractor seeks additional compensation, Subcontractor shall permit Contractor to inspect and copy any of Subcontractor's relevant documents.

ARTICLE XII - RESOLUTION OF DISPUTES

12.1 A claim is a demand or assertion made in writing by Contractor or Subcontractor seeking an adjustment in the Subcontract Price and/or time for performance, an adjustment or interpretation of the Subcontract terms, or other relief arising under or relating to the Subcontract, including the resolution of any matters in dispute between Contractor and Subcontractor in connection with the Project. All Claims must be made by written notice to Contractor at least one (1) week prior to the beginning of Subcontractor's affected or additional work, or by two (2) days prior to the date by which Contractor is obligated to give notice to the Owner with respect to such claim, or within one (1) week of Subcontractor's first knowledge of the event, whichever shall first occur, otherwise, such claims shall be deemed waived. Subcontractor shall make no claim or initiate any proceeding against Contractor arising out of or relating to the Subcontract, the performance of the Scope of Work, or otherwise relating to the Project except as specifically provided herein, and then only after all required notice and claims procedures have been strictly followed. In the event of such claim, which must be submitted in writing, Subcontractor shall, upon request, make available to Contractor for inspection all of Subcontractor's files and records including its bid preparation files relevant to such claim.

Subcontractor expressly acknowledges and agrees that the preceding notice requirements are a material term of this Subcontract Agreement, and are necessary for the Contractor to mitigate adverse consequences arising out of or related to Subcontractor's Claim, and that the Contractor will be prejudiced if the notice requirements are not followed by Subcontractor.

Remedies: Should Subcontractor's performance, in whole or in part, be delayed, disrupted, accelerated or suspended in the commencement, prosecution or completion of the Scope of Work ("Delay"), for reasons beyond Subcontractor's control and without its fault or negligence, Subcontractor's sole remedy against Contractor for claims based upon the action or inaction of Contractor, including action or inaction amounting to a breach of the Subcontract, or the action or inaction of any person or entity other than Owner, shall be a reasonable extension of the time for performance in which to complete the Scope of Work. If such Delay claims are based upon Owner's action or inaction, Subcontractor's sole remedies against Contractor shall be: (a) a reasonable extension of the time for performance in which to complete the Scope of Work, provided that a similar extension of time has been granted to Contractor by Owner; and (b) to the extent that Owner pays amounts to Contractor as compensation for the Delay, such payment being a condition precedent to Contractor's obligation hereunder, then Subcontractor shall receive reasonable compensation for such Delay, not to exceed the amount actually received by Contractor as compensation for Subcontractor shall only be entitled to

the remedies specified herein if Subcontractor shall have notified Contractor in writing of the cause of Delay no later than seventy-two (72) hours after the occurrence of the event causing the Delay.

- Claims for labor or materials: If claims arise against Subcontractor, Contractor or the Owner because of labor or materials furnished to the Project by Subcontractor or those for whom it is responsible, or if claims against the foregoing arise on account of any actions or failures to act by Subcontractor or those for whom it is responsible, Contractor may, at its discretion, withhold from such amounts otherwise due or to become due hereunder a sum adequate to cover said claims and any costs or expenses arising or to arise in connection therewith pending legal settlement thereof. This right of Contractor shall not be exclusive of any other rights of Contractor herein or by law provided.
- Claims by Owner: Subcontractor shall defend and indemnify Contractor against any claim by Owner against Contractor based upon the Scope of Work.

 12.5 Pass-Through Claims:
- - 12.5.1 If Subcontractor has a claim for which Owner is or may be responsible, Contractor, upon Subcontractor's timely request and at Subcontractor's sole expense, may assist Subcontractor in presenting its claims to Owner, Architect and/or Engineer, but in so doing Contractor acts solely as a conduit for such claim and assumes no responsibility or liability
 - 12.5.2 Notice of any claim by Subcontractor which will affect or become part of a claim which Contractor is required by the Prime Contract to make within a specified time period or in a specified manner shall be made in writing no later than seventy-two (72) hours after the occurrence of the event giving rise to the claim. Submittal of the details of any such claim shall be made in writing in sufficient time and sufficient manner to permit Contractor to satisfy the requirements of the Prime Contract. Such submissions shall be received by Contractor not less than ten (10) days preceding the time by which Contractor's submission must be made. Failure of Subcontractor to satisfy the requirements of this Subparagraph shall bind Subcontractor to the same consequences as those to which Contractor is bound.
- Procedures for Claims Described in Paragraphs 12.4 and 12.5: When Subcontractor prosecutes or defends any claim described in Paragraphs 12.4 or 12.5, Subcontractor shall follow all claim procedures in the Prime Contract. If the Prime Contract is described in Paragraphs 12.4 of 12.5, Subcontractor shall follow all claim procedures in the Prime Contract. If the Prime Contract is between Contractor and an instrumentality or agency of the United States Government, Subcontractor agrees that any claim by it will be prepared and submitted in full compliance with the Contract Disputes Act of 1978, as amended (41 U.S.C. Section 605 et seq.), and shall pursue and exhaust the procedures of the Contract Disputes Act before commencing any other action for any claims it may have arising out of the Subcontract. Subcontractor shall be bound to Contractor to the same extent that Contractor is bound to Owner by all decisions made in any proceeding authorized by the Prime Contract. Subcontractor's compensation on claims described in Paragraph 12.5 shall be limited to the compensation actually paid to Contractor in connection with those claims, and receipt of such payment by Contractor is a condition precedent to Contractor's obligations hereunder.
- Joinder of Subcontractor: Contractor may, in its sole discretion, join Subcontractor in any dispute resolution proceeding to which Contractor is or becomes a party and which, in Contractor's sole judgment, relates to or affects Subcontractor's performance of the Scope of Work, including: (a) any dispute resolution procedure provided in the Prime

Contract for disputes arising between Contractor, Owner and/or others, including arbitration and submission to Architect or Engineer; (b) litigation; (c) administrative proceedings; and (d) any other dispute resolution proceeding applicable under the prevailing law. If so joined, Subcontractor shall participate at its own expense in said proceeding, shall be bound by its outcome, and shall dismiss or abate any mediation, arbitration or litigation proceedings instituted against Contractor under Paragraph 12.7.

- Claims between Contractor and Subcontractor:
 - 12.7.1 If either party has claims against the other which are not covered under Paragraphs 12.3 through 12.6, the claimant shall provide written notice of such claims to the other party within sixty (60) days after the claimant knew or should have known of the facts giving rise to the claim, except as otherwise provided in Paragraph 12.2. Prior to the commencement of arbitration or litigation, each party agrees, upon the written request of the other party, to submit the claims to a mediator and to negotiate in good faith in an attempt to reach a settlement of the claims. Mediation shall be governed by the Construction Industry Mediation Rules of the American Arbitration Association. Neither party shall proceed with arbitration nor litigation while mediation is ongoing, except as otherwise provided in Paragraph 12.6.

 12.7.2 With respect to the claims identified in Subparagraph 12.7.1, if neither party requests mediation, or if mediation does
 - not resolve the dispute. Contractor may elect at any time to arbitrate or to litigate the dispute, and Subcontractor hereby agrees to arbitrate if so elected by Contractor. Subcontractor agrees to dismiss or abate any proceeding pending in a forum other than that selected by Contractor. Any arbitration proceeding shall be governed by the Construction Industry Arbitration Rules of the American Arbitration Association, as supplemented by Subparagraphs 12.7.3 and by Paragraph 12.8 hereof. No arbitration or litigation shall include by consolidation, joinder or in any other manner, parties other than Owner, Architect, Engineer, Contractor, Subcontractor and any other persons substantially involved in a common question of fact or law, whose presence is required if complete relief is to be accorded. If arbitration is selected by Contractor, 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.
 - 12.7.3 Subcontractor agrees to require its sureties and insurers to be bound by any arbitration award against it. Notwithstanding any provisions of law or rule of arbitration to the contrary, any party to an arbitration agreed to herein may avail itself of the discovery procedures provided for in the Federal Rules of Civil Procedure.
- 12.8 Waiver of Right to Jury Trial: Subcontractor waives its right to trial by jury in any litigation to which it is or becomes a party under the provisions of the Subcontract. Subcontractor agrees to include this condition in every subcontract and agreement for materials, supplies, labor or equipment entered into by Subcontractor relating to the Scope of Work. General Provisions:
 - Subcontractor shall proceed with the Scope of Work and maintain its progress in all respects during the pendency of any claim, dispute, mediation, arbitration or litigation provided Contractor has made payments that are otherwise payable in
 - If the elections afforded Contractor in Subparagraphs 12.7.1 or 12.7.2 hereof are not enforceable, then both parties shall be bound to resolve the dispute in accordance with the requirements of Subparagraph 12.7.2.

Page 10 Job Number: 01-19-0049

- 12.9.3 If Contractor has provided any bonds, Subcontractor agrees to stay any action or claim against Contractor and/or its sureties arising out of or relating to the Subcontract or the Scope of Work pending the complete and final resolution, including appropriate appeals, of all claims involving the Subcontract or the Scope of Work submitted pursuant to any of the dispute resolution procedures set forth in the Prime Contract or in Paragraphs 12.3 through 12.7 hereof. This provision in no way excuses or stays Subcontractor's obligations to file any and all notices or claims as required by statute, code, rule, regulation or bond.
- 12.9.4 Should either party file a claim or demand arbitration to enforce any of the provisions hereof, to protect its interests in any manner arising under the Subcontract, or to recover on a surety bond furnished by a party to the Subcontract, the prevailing party shall be entitled to recover from the other party and its sureties all reasonable attorneys' fees, costs, charges, expert witness fees, and expenses incurred in said proceeding.
- 12.9.5 The validity, interpretation, and performance of the Subcontract shall be governed by the laws of the State in which the Project is located, and Subcontractor hereby submits to the jurisdiction of that State. Any mediation, arbitration or legal proceeding permitted hereunder shall be commenced and proceed in the county in which the Project is located, unless the parties agree in writing to a different location.
- 12.9.6 Subcontractor agrees that Contractor's sureties are intended third-party beneficiaries of this Article XII.

ARTICLE XIII - INSURANCE

- 13.1 Prior to start of the Scope of Work, Subcontractor shall obtain, and shall maintain until two years following final acceptance of the Project by Owner or such longer period as the Prime Contract may prescribe, all insurance coverage as may be specified in the Prime Contract or in the Subcontract, Exhibit Subcontractor Insurance Requirements.
- 13.2 ALL insurance coverage and surety bonds shall be issued by companies with AM Best Financial Strength Classifications not less than A- and Financial Size Classifications not less than VIII.
- 13.3 Subcontractor agrees that it will require any and all subcontractors of any tier that it contracts with or authorizes and/or arranges to do any portion of the Work pursuant to this Subcontract to carry and maintain substantially similar insurance terms and coverage as required of the Subcontractor herein, including but not limited to waivers of subrogation in favor of Contractor (and Owner when required) and additional insured protection as required.
- 3.4 Subcontractor agrees to cause its insurer to provide Contractor 30 days advance and written notice if the policy cancels, terminates or is non-renewed for any reason (10 days for non-payment of premium). In addition, Subcontractor is responsible to keep insurance in force that meets the requirements of this Subcontract. Subcontractor is required to ensure Contractor is notified if Subcontractor's insurance is no longer in compliance with Contractor's requirements or is cancelled or non-renewed for any reason, prior to such change, cancellation or non-renewal taking place. In the event that Subcontractor's insurance is not in compliance or is cancelled, Contractor has the right to terminate the Subcontract.
- 13.5 Subcontractor shall furnish Contractor with valid and accurate certificates of insurance and policy forms and/or endorsements in compliance with the requirements herein. At its sole discretion, Contractor reserves the right to request a certified copy of Subcontractor's insurance contracts and/or copies of any and all applicable forms and/or endorsements necessary to comply with these provisions.
- 13.6 In all instances where another party (such as Owner, lender, regulator, government authority, etc) is required to be named as Additional Insured, Subcontractor agrees to cause their insurer to specifically name each and every such other parties as outlined in the contract as Additional Insured either using a named policy form or endorsement or for the Subcontractor to include the ISO CG2038 endorsement or its equivalent endorsement or policy language that provides the other party additional insured status.

ARTICLE XIV - BONDS

- 14.1 When requested by Contractor, Subcontractor shall furnish to Contractor duly executed Performance and Payment Bonds or such substitute security as is acceptable to Contractor, provided that Contractor will pay the cost of such bonds if Contractor makes its request after the Subcontract has been executed. Said bonds shall be issued by such surety company and in such format as are satisfactory to Contractor, and shall provide that the sureties' obligations are co-extensive with those of Subcontractor under the Subcontract. Unless otherwise specified, said Bonds shall each be in the full amount of the Subcontract Price, and failure to furnish the same shall be deemed a material breach of the Subcontract.
- 14.2 No change, alteration or modification to or deviation from the Subcontract shall release or exonerate, in whole or in part, any bond, or any surety on a bond given in connection with the Subcontract, and no notice is required to be given to such surety of any such change, alteration, modification or deviation.

ARTICLE XV - DEFENSE AND INDEMNIFICATION

15.1 To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor, Owner, Architect, Engineer, their sureties, consultants, and all persons indemnified by Contractor pursuant to the Prime Contract, and all parents, subsidiaries, affiliates, agents and employees of any of them (the "Indemnifiees") from and against any and all claims, liabilities, liens, costs, damages, citations, penalties, fines, attorneys' fees, losses, and expenses of whatever nature (the "Indemnified Claim") arising out of or resulting from Subcontractor's performance of or failure to perform the Scope of Work or Subcontractor's obligations under the Subcontract, including loss of use of any property resulting therefrom, but only to the extent caused by negligent acts or omissions of Subcontractor, Subcontractor's sub-subcontractors, suppliers, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to any Indemnitee, and shall survive the completion of the Project and final payment to Subcontractor. Subcontractor shall also defend, indemnify and hold harmless the Indemnitees from any Indemnified Claim arising out of or resulting from a breach of the Subcontractor's obligations and duties under the Subcontract; however, in no event shall the

Subcontractor be required to defend, indemnify and hold harmless the Indemnitees for any negligent act or omission of the

- With respect to an Indemnified Claim against an Indemnitee, by an employee of Subcontractor, Subcontractor's subsubcontractors, suppliers, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the defense and indemnification obligations under this Article XV shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Subcontractor or its sub-subcontractors or suppliers under worker's compensation acts, disability benefit acts, or other employee benefit acts.
- The obligations of Subcontractor under this Article XV shall not extend to the liability of Architect or Engineer, their consultants, and agents and employees of any of them arising out of: (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or
- (b) the giving of or the failure to give directions or instructions by Architect, Engineer, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

 15.4 Subcontractor's defense and indemnity obligations under this Article XV shall be limited to the extent necessary to comply with
- governing state and federal law. Subcontractor's defense and indemnity obligations shall survive the termination of the Subcontract for any reason.
- Subcontractor shall maintain such insurance as is necessary to fully underwrite Subcontractor's defense and indemnity obligations hereunder to the extent commercially available. However, Subcontractor shall not be relieved of any obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, durations or types required
- In the event of any Indemnified Claim, or any threat thereof, Contractor may retain any and all monies due or to become due to Subcontractor under the Subcontract in an amount sufficient to assure Subcontractor's obligations under this Article XV. This right of retention is in addition to, and is intended to complement, that set forth in Article IX hereof.
- Notwithstanding any provision to the contrary in any applicable law, including any statute of limitations, an Indemnitee's claim for indemnification by Subcontractor shall not accrue, and any applicable statute of limitations shall not begin to run, until Indemnitee's payment of a final judgment, arbitration award or settlement arising out of any Indemnified Claim.
- With respect to any matter to which Subcontractor's defense obligations apply, the Indemnitee shall have the right to assume its own defense if, in its sole discretion, it determines that the defense being provided by Subcontractor is inadequate or where Subcontractor has a conflict of interest in defending the claim. If the Indemnitee assumes its own defense at its sole cost.

ARTICLE XVI - TAXES

16.1 Subcontractor is an independent contractor, and shall timely pay, or cause its sub-subcontractors or suppliers to pay, all taxes, tariffs, contributions, premiums, assessments, or fees imposed directly or indirectly on account of the Scope of Work, including those payable on its employees or on its operations under Worker's Compensation Laws, Employment Welfare Benefit Plans, gross business taxes, and sales and use taxes and any other taxes, contributions and/or premiums which may become payable by operation of law o contract, including contributions payable by the employees. Subcontractor shall defend and indemnify Contractor against all liability, loss and expense resulting from Subcontractor's failure to comply with such requirements. At no time shall there be any increase in the Subcontract Price on account of any such tax or charge unless allowed by the Prime Contract. Subcontractor shall, if requested by Contractor, substantiate that all taxes and other charges have been and are being paid. If any claim or demand is made against Contractor for any matter enumerated herein, any payment due, or thereafter to become due, to Subcontractor shall be held by Contractor to cover such and expenses, including reasonable attorneys' fees.

ARTICLE XVII - LABOR RELATIONS

the remedies provided in Paragraphs 21.1 and 21.2.

17.1 Subcontractor shall do whatever is reasonably necessary in the prosecution of the Scope of Work to assure harmonious labor relations at the Project and to prevent strikes or other labor disputes.

Subcontractor shall fully abide by all labor agreements, project agreements, and jurisdictional decisions presently in force or subsequently executed with or by Contractor. Subcontractor's failure to so act may be deemed a material breach of the Subcontract. If directed by Contractor to do so, Subcontractor shall honor, and shall direct all sub-subcontractors and employees, including but not limited to any striking employees, to honor, any and all "reserved gate" or "dual gate" arrangements. In the event that Subcontractor, its sub-subcontractors, or its employees fail to comply with this Paragraph, Contractor shall be entitled to avail itself of

ARTICLE XVIII - SUBMITTALS, AS-BUILT DRAWINGS, ELECTRONIC DATA

- Subcontractor shall prepare and submit to Contractor in a timely manner all shop drawings, product samples, test results, installer's instructions, certificates, and other required submittals, and obtain all required approvals, permits, and licenses, necessary or required in connection with the Scope of Work. In no event shall said items be submitted to Contractor later than thirty (30) days following the award of the Subcontract without the written consent of Contractor.

 18.2 Contractor's review of shop drawings or other submittals shall be for general concept only. Approval by Contractor of any submittals of Subcontractor shall not relieve Subcontractor of liability for any deviations from the Subcontract, unless said deviation is specifically called to Contractor's attention in writing and is then so approved by Contractor in writing.

 18.3 Subcontractor shall submit to Contractor, within fifteen (15) days of the completion of the Scope of Work, as-built drawings
- and/or record drawings of the Scope of Work, and all warranties, quarantees, and maintenance and operation manuals with respect to the Scope of Work.
- Contractor may use Building Information Modeling ("BIM") to create a three dimensional electronic model of the Project (the "BIM Model," including all components of the model, all electronic data incorporated in the model, and all electronic or printed copies of the model and its components), based on the Prime Contract and information from other sources, for planning and coordinating the

Project, including the Scope of Work. Contractor may, at Contractor's discretion, provide Subcontractor electronic or printed copies of the BIM Model for reference, subject to the terms and conditions of this Article XVIII.

- Subcontractor acknowledges and agrees that the BIM Model is not part of the Subcontract and does not define the scope of the Scope of Work. The BIM Model is a device for illustrating the Project in three dimensions to enhance Contractor's understanding of the Project and to facilitate coordination of the Work of the overall Project.
- Contractor makes no representations or warranties regarding the adequacy, accuracy or completeness of the BIM Model Contractor shall not be liable to Subcontractor for any errors or inaccuracies in or related to the BIM Model and Subcontractor shall not be entitled to rely upon the BIM Model in connection with its performance of the Scope of Work. The BIM Model shall in no way modify the Subcontract or relieve Subcontractor of its obligations to perform the Scope of Work in accordance with the Prime Contract and to verify field conditions pursuant to Article III.
- Subcontractor shall promptly report to Contractor, in writing, any apparent errors, inconsistencies, inaccuracies or omissions discovered by Subcontractor between the BIM Model and any of the Subcontract Documents, or between the BIM Model and actual field conditions. Subcontractor shall not proceed with those portions of Work which reasonably relate to any such apparent error or inconsistency until Subcontractor provides Contractor with a written report describing in reasonable detail such apparent error,
- inconsistency, inaccuracy or omission.

 18.8 In the event the Subcontractor provides information for incorporation by Contractor into the BIM Model, Contractor shall have the right to rely upon the accuracy and completeness of such information.
- Contractor shall be deemed the sole author and owner of the BIM Model and expressly reserves any common law, statutory and other reserved rights, including copyrights, for the BIM Model. The Subcontractor shall use the BIM Model solely for the Project. Subcontractor shall not use or copy the BIM Model in whole or in part for any purpose not related to the Project. Notwithstanding the foregoing, Subcontractor may use the BIM Model to prepare its shop drawings and other submittals for the Project, provided that Subcontractor shall be solely responsible for the accuracy and completeness of the shop drawings, including conformance with the Prime Contract and actual field conditions.
- To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless Contractor from and against any and all claims, liabilities, liens, costs, damages, attorneys' fees and expenses of whatever nature arising out of, resulting from, or related to the Subcontractor's reliance, use, dissemination or modification of the BIM Model. Subcontractor hereby releases Contractor from any present or future claim for damages of any nature whatsoever, including but not limited to economic losses or consequential or special damages caused by or alleged to be caused by any BIM Model or the use of BIM Model for the Project. This Article shall not limit or amend Subcontractor's other indemnity obligations pursuant to the Prime Contract or the Subcontract. This Article shall survive completion of the Scope of Work or termination of the Subcontract for any reason.

ARTICLE XIX - GUARANTEES AND WARRANTIES

Subcontractor, in addition to all other guarantees and warranties required by law or by the Prime Contract, and not in limitation thereof, warrants and guarantees that its work is in conformance in all respects with the Subcontract, and that it shall provide all necessary maintenance of the Scope of Work until final acceptance of the Project. For one year after the date of final acceptance of the Project or such longer period as the Prime Contract or the law may provide, Subcontractor shall: (a) perform any corrective work on the Scope of Work without cost to Contractor; and (b) pay for the cost of any corrective work to any adjacent work or materials damaged during or as a result of such corrective work within five (5) days after receipt of written notice from Contractor and without cost to

ARTICLE XX - NON-INTERFERENCE WITH PRINCIPAL RELATIONSHIP

- 20.1 Subcontractor shall not interfere with Contractor's relationship with Owner, Architect or Engineer. Subcontractor shall not enter into any other contract relating to the Project without Contractor's prior written consent, which consent shall not be unreasonably withheld
- All communication between Subcontractor and Owner, Architect or Engineer shall be conducted through Contractor. 20.2

ARTICLE XXI - DEFAULT, SUSPENSION, TERMINATION FOR CONVENIENCE

- Should Subcontractor: (a) fail to proceed with the Scope of Work in the sequence directed by Contractor; (b) fail to prosecute the Scope of Work diligently, including failure to provide sufficient numbers of skilled workmen or proper materials, or failure to adhere to the applicable performance schedules; (c) cause Delay as defined in Paragraph 12.2 hereof to the work of Contractor or other subcontractors, sub-subcontractors or suppliers on the Project; (d) fail to perform any of its obligations under the Subcontract; (e) fail to perform the Scope of Work in accordance with the Subcontract; (f) file bankruptcy, assign assets for the benefit of creditors, beco insolvent, or be unable or fail to pay its obligations as they mature; or
- (g) repeatedly perform the Scope of Work in a manner which is rejected by Owner, Architect, Engineer, Contractor or governmental agencies having jurisdiction over the Project, then Contractor may deem Subcontractor to be in default and, at Contractor's sole option, and without limitation on other remedies available at law or in equity, take one or more of the following actions:
 - 21.1.1
 - Take temporary possession of all Subcontractor's material and equipment intended for performance of the Scope of Work (whether or not located on the Project site) in order to assure its availability for completion of the Scope of Work; Upon seventy-two (72) hours prior written notice of default, and provided the default is not fully cured within seventy-two (72) hours, cure the default at Subcontractor's expense plus fifteen percent (15%) for Contractor's overhead and fee, and 21 1 2 deduct the cost thereof from the Subcontract Price;
 - 21.1.3 Where the work of other contractors will be materially delayed, Contractor may proceed upon written notice to immediately cure the default at Subcontractor's expense plus fifteen percent (15%) for Contractor's overhead and fee, and deduct the cost thereof from the Subcontract Price; and/or
 - Upon seventy-two (72) hours prior written notice of default, and provided the default is not fully cured within said seventytwo (72) hours, give Subcontractor written notice of termination of the Subcontract and, at Contractor's option, take

Page 13 Job Number: 01-19-0049 possession of all of Subcontractor's material, equipment, manuals, records, drawings, and other items intended for the performance of the Scope of Work (whether or not located on the Project site), which Subcontractor hereby assigns and transfers to Contractor for such purpose, subject only to Contractor's exercising its option pursuant to this Subparagraph 21.1.4. Contractor shall be entitled to retain the Subcontractor's material, equipment, manuals, records, drawings and other items until the Scope of Work is completed, at which time, Contractor shall return all equipment, material and other items that are not incorporated into the Project and that are the property of the Subcontractor (e.g., tools and machinery).

- 21.2 In the event of termination of the Subcontract as provided in Subparagraph 21.1.4, Subcontractor shall receive no further payment of any unpaid portion of the Subcontract Price until such time as the Scope of Work is completed, at which time Subcontractor will be entitled to the unpaid portion of the Subcontract Price, less all costs and expenses incurred by Contractor in curing said default and completing the Scope of Work, plus fifteen percent (15%) for Contractor's overhead and fee, plus all costs and attorneys' fees incurred in connection with the default, the completion of the Scope of Work, and the resolution of any dispute concerning the amount owing to Subcontractor. If said costs, expenses, overhead and fee exceed the unpaid portion of the Subcontract Price, Subcontractor and its sureties shall be liable for, and shall promptly pay to Contractor, such excess amount, plus all costs and expenses, including reasonable attorney's fees, incurred by Contractor in obtaining such payment, and Contractor shall have a lien upon Subcontractor's material, tools, and equipment in Contractor's possession to secure payment thereof.

 21.3 If Owner has the right to suspend or terminate the Prime Contract, in whole or in part, for convenience, whether or not the Prime Contract is in default, then Contractor has the right to suspend or terminate the Subcontract upon the same terms and conditions.
- 21.3 If Owner has the right to suspend or terminate the Prime Contract, in whole or in part, for convenience, whether or not the Prime Contract is in default, then Contractor has the right to suspend or terminate the Subcontract upon the same terms and conditions. Subcontractor's rights, obligations and remedies upon suspension or termination for convenience shall be limited to the corresponding rights, obligations and remedies available to Contractor under the Prime Contract. In the event of suspension or termination for convenience by Owner of the Prime Contract, or such portion of the Prime Contract relating to the Scope of Work, Contractor shall suspend or terminate the Subcontract for convenience, and Subcontractor shall not be entitled to any compensation, for such suspension or termination except to the extent and in the amount that Contractor actually receives payment from Owner with respect to the suspension or termination of the Scope of Work.
- 21.4 In the absence of an Owner suspension or termination for convenience as described in 21.3 above, the Contractor, upon forty-eight (48) hours written notice, shall have the additional right to suspend all or any part of the Scope of Work for such period of time as may be determined to be appropriate for the convenience of the Contractor. The Subcontractor, after receipt of the Contractor's order, shall notify the Contractor in writing of the effect of such order upon the Scope of Work. In the event the Scope of Work is suspended hereunder, the Subcontract amount or Subcontract time shall be adjusted by Subcontract Change Order for any sustained and proven increase in the time or cost of performance of this Agreement caused by such suspension. Neither the Subcontract amount nor the progress schedule shall be adjusted for any suspension, to the extent that Subcontractor's performance would have been suspended due in whole or in part to the fault or negligence of the Subcontractor or by a cause for which Subcontractor would have been responsible.
- 21.5 The Contractor may at any time, terminate the Subcontract for the convenience of the Contractor and without any default under the Subcontract Documents. In the event of such a termination for convenience and notwithstanding any other provision of the Subcontract to the contrary, provided the Subcontractor is not in default, the Subcontractor shall receive, as its entire and sole compensation, its actual, necessary, and reasonable costs of performing the Work to date of termination, as well as any loss sustained with respect to sub-subcontracts and supply contracts and such other damage as the Subcontractor may reasonably have sustained and proven as determined by audit of the Subcontractor's records, plus a reasonable markup for overhead and profit not to exceed fifteen percent (15%). In no event shall such amounts paid or payable hereunder exceed the then current Subcontract amount, nor shall subcontractor be entitled to any profit on work not performed or any other consequential damage. The Subcontractor shall make its records available at reasonable times and places for the Contractor's audit.

ARTICLE XXII - CONTRACT INTERPRETATION

- 22.1 The partial or complete invalidity of any one or more provisions of the Subcontract shall not affect the validity and continuing force and effect of any other provision.
- 22.2 The failure of either party to insist, in any one or more instances, upon the performance of any of the terms of the Subcontract shall not be construed as a waiver or relinquishment of such term as respects further performance.
- 22.3 Except as otherwise specifically set forth herein, the Subcontract is solely for the benefit of the parties hereto, and shall not confer any rights, remedies or benefits upon anyone other than the named parties hereto and their successors and assigns. In no event shall Contractor incur any third party liability or responsibility by virtue of the Subcontract.
- 22.4 The Subcontract constitutes the entire agreement between the parties, and supersedes all prior negotiations, representations or agreements, oral or written. It is expressly understood and agreed that there are no agreements or promises by and between said parties, except as aforesaid, and that any additions to and changes in the Subcontract shall be in writing and signed by both parties hereto, except as otherwise provided in Article XI hereof. No provision of the Subcontract is to be construed against any party, regardless of which party was responsible for drafting it. Titles, captions or headings to any Article, Paragraph or Subparagraph shall not limit the full contents of same, and said Articles, Paragraphs and Subparagraphs shall have full force and effect as if no titles, captions or headings existed.
- 22.5 All written notices required or permitted hereunder shall be delivered to the address or transmitted to the facsimile number set forth on the first page of the Subcontract, or such other address or number as either party may designate by like notice. Subcontractor shall be deemed to have received notice of a fact, request, order or demand when its Superintendent is notified, either orally or in writing, or three (3) days after written notice is sent by Contractor, whichever is earlier. Contractor shall be deemed to have received notice of a fact, request, or demand three (3) days after written notice is sent by Subcontractor.

ARTICLE XXIII - PRESERVATION OF EVIDENCE

23.1 Subcontractor shall reasonably cooperate with Contractor in the event of any accident or other event that may give rise to a claim against Contractor or Owner. To the extent possible, Subcontractor shall preserve all evidence related to the accident or event until Contractor has had an opportunity to investigate and to inspect the evidence.

Page 14

ARTICLE XXIV - CONFIDENTIALITY

- 24.1 To the extent the Contract Documents provide for the confidentiality of any of the Owner's proprietary or otherwise confidential information disclosed in connection with the performance of this Agreement, Subcontractor is equally bound by the Owner's confidentiality requirements. In this Article "Confidential Information" means all information, documentation or records of one party that are disclosed to the other that are marked or stated to be "Confidential" at the time of disclosure or that would be considered by a prudent and reasonable businessperson to be confidential or proprietary in nature and includes all analyses, compilations, studies or other documents that contain or are derived from the foregoing information, documentation or records.
- 24.2 Subcontractor (the "Recipient") will hold in confidence any Confidential Information disclosed to it by Contractor (the "Disclosing Party"), to be used only for the purpose for which such Confidential Information was disclosed. Such obligation shall not apply to any information, documentation or records:
 - (a) which the Disclosing Party confirms in writing is not required to be treated as Confidential Information;
 - (b) which is in or becomes a part of the public domain otherwise than through disclosure prohibited by this Article XXIV;
 - (c) to the extent either party is required to disclose such Confidential Information by applicable law;
 - (d) to the extent such information, documentation or records were lawfully in the possession of the Recipient prior to its disclosure by the Disclosing Party or
 - (e) to the extent such information, documentation or records are received by the Recipient on a non-confidential basis from a third party, provided that to the best of the Recipient's knowledge, such third party was not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient.
- 24.3 The obligations of the Subcontractor pursuant to this Article are in addition to any confidentiality obligations under the Prime Contract that are incorporated into this Subcontract. All obligations of the Subcontractor and the Contractor pursuant to this Article shall survive termination of this Subcontract for any reason.

Job Number: 01-19-0049



Exhibit A SCOPE OF WORK 4/3/2019

Project: GSD LOMBARD MIDDLE

Project #: 01-19-0049

Subcontractor:

1. SPECIFICATION SECTIONS:

The work to be performed by Subcontractor is defined in the contract documents listed in Exhibit "E", including but not limited to, the following specification sections:

01 - General requirements

2. GENERAL SCOPE CLARIFICATIONS:

The following clarifications are intended to further define the scope of this Agreement but do not alter the project specific scope clarifications unless specifically noted.

- The Contract Price includes all labor, material, tools and equipment, applicable taxes, permits, testing, licenses, bond, if required, and insurance necessary to perform the above section(s) of work (complete, except as noted) per the Contract Documents. Subcontractor shall include all material and labor escalation for the duration of the project.
- This Subcontract Agreement supersedes all prior agreements and representations, written or oral. The Subcontractor will not amend the Agreement with attachments, riders or exhibits.
- 3. Subcontractor is responsible for all information and takes no exceptions to any requirements contained in the <u>complete</u> set of plans and specifications, except as may be excluded below.
- 4. Subcontractor will participate in weekly subcontractor meetings. Participation is to include a representative of your company authorized to make decisions on behalf of your firm.
- 5. No invoices or payment applications will be accepted prior to receipt of executed contract, certificate of insurance, and bond if applicable.
- Change requests will be accompanied by material quantities, subcontractor/supplier quotes and invoices, man hours, labor rates, equipment rates, overhead and profit. Lump sum change requests will not be accepted.
- 7. Invoices for extra work will not be paid without authorization from Russell Construction Co., Inc. (the "Contractor") prior to starting extra work.
- 8. All work will be performed by employees of Subcontractor.
- Schedule is of the essence, Subcontractor will assist in preparing and maintaining schedules. This may include resequencing of work and adjusting crew size to achieve required project dates.
- 10. Subcontractor is responsible for all freight to jobsite, unloading, and hoisting for their work.
- 11. Subcontractor to provide shop drawings, equipment schedules and submittals as required.
- 12. Subcontractor is responsible for daily or necessary cleanup of all work areas and adjacent parking, roads, or properties caused by their own operation in addition to final job clean-up.
- 13. Subcontractor is responsible for compliance with hazardous material handling requirements as governed by the local and regional ruling bodies including Safety Data Sheets (SDS).
- 14. Subcontractor to comply with all Rules and Regulations mandated by OSHA and that of the Contractor and any site-specific safety rules and regulations established by the Contractor. Subcontractor will comply with any specific rules, regulations, or policies required by the Owner. This project will require 100% hard hat, safety glasses and safety vest use. Mandatory fall protection/prevention while working 6' above adjacent surfaces will be strictly enforced.
- 15. Compliance with all federal, state and local codes, ordinances and safety regulations.

Page 16 Job Number: 01-19-0049

Exhibit A

- 16. Subcontractor is responsible for distributing all current information, addenda, schedules, clarifications, RFIs and other information to their field personnel. The subcontractor will regularly review all current information with their field personnel and make sure they are always using the most current information.
- 17. Subcontractor shall provide closeout documents, requirements, warranties and material three (3) months before date of completion unless noted otherwise in the attached project schedule. Subcontractor shall maintain as-built drawings during construction; drawings are to be updated on a daily basis.
- 18. Subcontractor shall provide layout of own work and measuring of all field conditions relating to work.
- 19. During the punch list phase of work, Subcontractor shall provide a staff, sufficient in size, and exclusively dedicated to the conduct of the punch list work, completely under Contractor's direction. This staff shall not participate nor share responsibility for other phases of Subcontractor's work being performed concurrently with the punch list work phase.
- 20. During Subcontractor's performance of work, Subcontractor shall perform quality control inspections and correct all defects discovered in the work. In addition, Subcontractor shall adhere to Contractor's and Owner's quality assurance/ quality control requirements, including but not limited to Contractor's completion list and Owner's punch list.

3. PROJECT SPECIFIC SCOPE CLARIFICATIONS:
Inclusions:
Exclusions:
4. COST BREAKDOWN:

Page 17 Job Number: 01-19-0049



Exhibit B

SUBCONTRACT INSURANCE REQUIREMENTS

The Subcontractor shall purchase and maintain the following insurance coverage set forth below to protect himself, Contractor, Architect and Owner from claims which may arise out of or result from Subcontractor's/Supplier's operations, whether such claims arise during the contract performance or subsequent to completion of the contract. The limits below are minimum requirements and shall not limit the Subcontractor's/Supplier's liability. Subcontractor/Supplier shall ensure that its subcontractors and truckers delivering to the jobsite shall maintain insurance in like forms and amounts including the additional insured requirement. Subcontractor liability insurance shall be primary and non-contributory as to any coverage maintained by Contractor.

Standard Worker's Compensation and Employer's Liability Worker's Compensation – Statutory Benefits Α.

Employer's Liability: \$500,000 each accident Coverage: All States Coverage

> \$500,000 each disease Waiver of Subrogation in favor of Russell Construction, Owner & Architect

\$500,000 each employee/person

B. Commercial General Liability

> General Aggregate \$2,000,000 Each Occurrence \$1,000,000 Limits:

> > Products/Completed Operations \$1,000,000 Fire Damage \$50,000 Personal Injury \$1,000,000 Medical Expenses: \$5,000

Coverage: CGL Occurrence Form Advertising Injury

> Per Project Aggregate **Broad Form Property Damage**

Premises and Operations X.C.U Hazards

Products/Completed Operations Additional Insured Endorsement - Contractor, Owner, Architect, Architect's Consultants and other indemnities as Contractual Liability

listed in item #3 below Independent Contractors

Personal Injury Waiver of Subrogation in favor of Russell Construction,

Owner & Architect

C. Comprehensive Automobile Liability

> I imits: \$1,000,000 per occurrence for bodily injury and/or property damage

Coverage: Owner vehicles

> Hired and non-owned liability Protection against uninsured motorist

Contractural Liability

D. Umbrella Liability

F

Limits: \$2,000,000 excess over Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability

Coverage: Follow Form for all coverage Design Errors and Omissions Insurance (if applicable):

\$2,000,000

F. Subcontractor is responsible for their own tools and equipment. While the pruchase of insurance is NOT required, the lack of wsuch insurance does not give right to making a claim against the Contractor for loss or damage.

Other insuracne may be required depending upon the work or location of the project (example Longshoreman coverage). It is the G. Subcontractors's responsibility to know what coverage is needed and include cost in bid

Certificates of Insurance shall be furnished to Contractor prior to commencement of the work and shall remain in effect for two (2) years after project

RUSSELL CONSTRUCTION CO, INC WILL BE NAMED AS "ADDITONAL INSURED" FOR "ANY AND ALL PROJECTS". If you already have a "Blanket COI" on file with Russell Construction - no further action is required.

The following additional insured endorsements are acceptable: CG2010 11 85 or CG 2010 10 01 AND CG2037 10 01 or CG2033 10 01 AND CG2037 10 01 or the equivalent.

See attached Certificate of Insurance as a guideline.

Page 18 Job Number: 01-19-0049

Exhibit B

ACORD

SUBCONTRACT EXHIBIT **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

contenting to the certificate holder in fied of each endersement(s)					
PRODUCER	Insurance Agency Name				
Insurance Agent	(A/C, No, Ext):	Phone #	(A/C, No): Fax	#	
Name Address	E-MAIL ADDRESS:	Agency E-Mail			
City, State, Zip Code	INSURER(S) AFFORDING COVERAGE		GE	NAIC#	
	INSURER A:	Insurance Company	Name	NAIC #	
INSURED	INSURER B:	Insurance Company	Name	NAIC#	
Subcontractor	INSURER C:	Insurance Company	Name	NAIC#	
Name Address	INSURER D:	Insurance Company Name		NAIC#	
City, State, Zip Code	INSURER E :	Insurance Company	Name	NAIC#	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R	TYPE OF INSURANCE	ADDL		POLICY NUMBER	POLICY	POLICY	LIMITS							
A	COMMERCIAL GENERAL LIABILITY	INCD	Р	Policy Number	Eff Date	Exp Date	EACH OCCURRENCE	\$ 1,000,000						
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000						
		V	х				MED EXP (Any one person)	\$ 5,000						
1	Contractual Liability	Х	Α.				PERSONAL & ADV INJURY	\$ 1,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000						
	POLICY X PROJECT						PRODUCTS - COMP/OP	\$ 2,000,000						
	OTHER: LOC							\$						
	AUTOMOBILE LIABILITY			Policy Number	Eff Date	Exp Date	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000						
l _в	X ANY AUTO					p	BODILY INJURY (Per person)	\$						
-	ALL OWNED SCHEDULED AUTOS	X	Х				BODILY INJURY (Per accident)	\$						
	X HIRED AUTOS X NON-OWNED AUTOS												PROPERTY DAMAGE (Per accident)	\$
1								\$						
С	X UMBRELLA LIAB X OCCUR CLAIMS-				Eff Date	Exp Date	EACH OCCURRENCE	\$ 2,000,000						
ľ	EXCESS LIAB MADE			Policy Number	Lii Date	LAP Date	AGGREGATE	\$ 2,000,000						
	DED RETENTION \$	Х						\$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Policy Number	Eff Date	Exp Date	X PER OTH -ER							
D	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	(X	,			E.L. EACH ACCIDENT	\$ 500,000						
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA	\$ 500,000						
	Îf yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY	\$ 500,000						
Е	Errors & Omissions Liability (If Applicable)			Policy Number	Eff Date	Exp Date	\$2,000,000 Occurrenc \$2,000,000 Aggregate							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Russell Construction Co., Inc. (Owner), (Architect) and/or (Engineer) are fulled as additional insured on the General Liability during ongoing and completed operations on any and all jobs. Additional insured also applies for the Automobile and Umbrella policies. A waiver of subrogation in favor of Russell Construction Co., Inc. applies to the General Liability, Auto Liability, Workers Compensation. Umbrella follows form.

Russell Construction Company, CUSD #205 and it's Board of Representatives, and Legat Architects are included as additional insured on the General Liability during ongoing and completed operations on any and all jobs. Additional insured also applies for the Automobile and Umbrella policies. A waiver of subrogation in favor of Russell Construction Company applies to General Liability, Auto Liability, Workers Compensation. Umbrella follows form.

CERTIFICATE HOLDER CANCELL ATION

	Russell Construction Co., Inc. 4600 East 53rd Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
I	insurance@russellco.com	AUTHORIZED REPRESENTATIVE

Page 19

Job Number: 01-19-0049



Exhibit C PAY APPLICATION & LIEN WAIVER POLICY

ANY SUBCONTRACT OR P.O.LESS THAN \$50,000:

- The Contractor's Affidavit (sworn statement) will NOT be required. If the contract progresses beyond the \$50,000 threshold, an affidavit will be required at that time.
- A Conditional Waiver of Lien will be required before payments are distributed with the collection of a Final Waiver of Lien before final payment.
- Purchase Orders can be billed on the vendors invoice if it is a one-time bill. Purchase Orders that take multiple billings will be billed using the AIA G702/G703 documents.
- Subcontracts regardless of billing period, must be submitted on the AIA G702/G703 documents.

ANY SUBCONTRACT OR P.O. EQUAL TO OR EXCEEDING \$50,000:

- The Contractor's Affidavit is required to be completed in full, listing all subcontracts and material suppliers contributing an amount of \$5,000 or more, including the vendor contact information, and submitted for approval with the first Pay Request. A subsequent contractor's affidavit should be submitted with each application thereafter.
- A Conditional Waiver of Lien will be required before payments are distributed with the collection of a Final Waiver of Lien before final payment.
- Subsequent Contractor's Affidavits, including 2nd tier waivers, may be requested as the project advances. Final 2nd tier waivers will be required before payment of last draw and/or Retainage.

 Purchase Orders and Subcontracts, regardless of the billing cycle, will be billed on the AIA G702/G703 documents.

General Clarifications:

The above are Russell minimum requirements, however Russell retains the right to modify or amend at any time following notice.

The monthly billing cut-off date is the 20th of each month.

Russell Construction requests that all invoices and pay applications be submitted in a .pdf format to our accounting email address (Accounting AP@Russellco.com) copying the respective Project Team Representative. Originals no longer need to be submitted.

Attached are copies of the related documents. Any items received without the required document will be rejected. Please feel free to contact our accounting department with any questions concerning the submission of your pay requests and the required affidavit.

Exhibit C CONTRACTOR'S AFFIDAVIT

	CONTRACT	OR'S AFFIDAV			
STATE OF					
			JOB#		
THE undersigned, being duly sworn, depose	es and says that he/sh	e is the	· tho		
work on the project located at	WIIO	is contractor for	e		
OWITED DV				•	·
That the total amount of the contract including has been previously requested. That all wait	vers are true, correct.	, on aenuine, delive	red unconditionally	Φ / and that there is ι	no claim, either
legal or equitable, to defeat the validity of sa	iid waivers. That the fo	ollowing are the	names of parties	who have furnished	d material or
labor, or both, for said work and all parties hinto the construction thereof and the amoun		contracts for s	pecific portions of	said work or for ma	aterial entering
become due to each, and that the items me		or and material	required to comple	ete said work acco	rding to plans and
specifications.					
ONLY Columns 1-3 need to be completed and submitte	d with 1st pay request		Columns 4.6 must be	completed for subseque	ent or EINAL reports
CIVET COlumns 1-5 freed to be completed and submittee	u wiiii Tsi pay requesi.		Columns 4-0 must be	completed for subseque	ent of Frival reports.
COMPANY NAME	DESCRIPTION OF				
ADDRESS	WORK OR	CURRENT	PREVIOUS		BALANCE DUE
ACCTING, CONTACT NAME & PHONE # EMAIL	MATERIALS PROVIDED	CONTRACT	PAYMENT REQUESTED	THIS PAYMENT DISTRIBUTED	INCLUDING RETAINAGE
EMAIL	PROVIDED	\$	\$	\$	\$
		Ψ	Ψ	Ψ	Ψ
		\$	\$	\$	\$
		 \$	\$	\$	\$
		ľ	Þ	Þ	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
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		\$	\$	\$	\$
		\$	\$	\$	\$
Page of	TOTALS:	\$	\$	\$	\$
That there are no other contracts for said wo labor or other work of any kind done or to be					son for material,
Signed this	day of	f	,	·	
Signature:					
Subscribed and sworn to before me	e this	day of			·
notary stamp Signature:					

Job Number: 01-19-0049

ZEPHYER DOME DEMOLITION BID PACKAGE 01: DEMOLITION

Exhibit C

WAIVER OF LIEN TO DATE

STATE OF	SS	Job Number:	(Gty#
		Draw Number:	Lo	pan#
TO WHOM IT MAY CON WHEREAS the undersign		mployed by		to furnish
		for the premises kr	nown as	
of which			is the owner.	
The undersigned, for and	I in consideration	on of		
hereby waive and release liens, with respect to and machinery furnished, and services, material, fixture I certify under penalty of	e any and all lie on said aboved on the money s, apparatus or perjury and pur	d other good and valuable consideration or claim of, or right to, lien, under the described premises, and the improves, funds or other considerations due or machinery, furnished to this date by its suant to the laws of the state where the lature in lieu of a handwritten signature.	ne statutes of the State of I ements thereon, and on the or to become due from the the undersigned for the ab the Project is located that the	lowa, relating to mechanics' e material, fixtures, apparatus or owner, on account of labor, iove-described premises. the preceding is true and correct.
			VENDOR NAME	
Given under my hand an	d sealed this _		day of	
	Sign	nature:		
		I amount paid If waiver is for a cor		

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate him(her)self as partner.



SUBCONTRACT SAFETY & HEALTH REQUIREMENTS

INTRODUCTION

This handout has been developed to familiarize all subcontractors and their employees with Russell's safety rules, procedures and quidelines for controlling jobsite hazards, accidents and injuries. Subcontractor supervisors are responsible for ensuring that these safe work practices are communicated to and adhered to by all personnel under their supervision.

Each Subcontractor is expected to be aware of and comply with all Federal, State, Local, Owner and Russell Construction Safety Regulations (latest revision). This handout contains numerous guidelines for employee operations. It is not intended to cover every situation. The omission of any safety practice from this handout does not reduce individual responsibility for alertness and good judgment in job performance. In instances, where there are conflicting requirements, the more stringent will apply.

Compliance with Russell Construction Safety and Health Procedures is a requirement of the contract. Failure to comply will be considered a breach of contract subject to remedies provided in the contract, including but not limited to the removal of
Subcontractor employees, withholding of progress payments, termination for cause or denial of future bid opportunities with
Russell Construction Company.
When the Subcontractor is notified of an unsafe condition or practice, they shall immediately correct the hazard. The cost to
bring the work activity into compliance shall be incurred by the Subcontractor and/or any tiered Subcontractor, which is
responsible for the unsafe condition.
Russell Construction reserves the right to stop any portion of work, which is deemed to be unsafe, until the work can be
continued in a safe manner.
The Subcontractor and/or any tiered Subcontractor shall assume all costs, related to but not limited to, safety equipment
including personal protective equipment, training requirements, etc.
The Subcontractor shall be responsible for payment of all fines, damages or other costs (including legal fees) resulting from
failure to comply with Safety and Health Requirements and arising out of the Subcontractor's operations.

Russell Construction understands that our ultimate success directly relates to our team's success in the prevention of accidents. No project or task, large or small, is so important that it should be conducted in a manner which jeopardizes the health and safety of our project team. Safety is an integral part of project efficiency, cost reduction and total quality management.

RESPONSIBILITIES

The prevention of accidents and protection of property shall remain management's top priority and shall receive continued support and participation. Safety shall be the responsibility of everyone involved with the project. Before work begins, the Subcontractor shall designate their Competent Person, who will act as their site safety representative (Must have completed the OSHA 10-Hour Course).

11	Cubcontractor	Superintendent/Foreman
ш	Subcontractor	Superintendent/Foreman

- Complete the Russell Construction Subcontractor Safety Supervisor Orientation.
- Ensure all employees receive a Site Specific Safety Orientation before they begin working.
- Assist Russell Construction with the implementation and execution of the project Safety and Health Requirements.
- Make daily safety inspections to ensure that unsafe conditions or practices are corrected.
- Conduct weekly toolbox meetings for all employees on site and issue minutes to the Russell Superintendent.
- Complete the Weekly Safety Planning Checklist/Required Permits and submit to RCC Superintendent.
- Effectively utilize and train your employees in pre-planning, recognition and abatement of hazards.
- Attend Project Coordination and Safety meetings.
- Immediately notify the Russell Superintendent of any accident, incident or near miss. A written report must be supplied within 24 hours of the incident
- Ensure employees comply with all Safety and Health Requirements and enforce disciplinary measures when necessary.

2) Employees

- Perform their work to prevent accidents to themselves, fellow workers and property. Use personal protective equipment as required to meet all Safety Programs, Federal, State and Local Requirements.

 Alert supervisors to unsafe conditions, acts, accidents, incidents or near misses.
- Ensure that all tools and equipment are in good working condition.
- Maintain a clean and safe work area and actively participate in jobsite safety requirements.

DISCIPLINARY & ACCOUNTABILITY PROCEDURES

When unsafe conditions or practices are observed, the Subcontractor employee and/or supervisor will be directed to correct them. Failure to comply with and enforce Russell's Safety Requirements and/or applicable OSHA, Federal, State and Local Safety Regulations may result in the following disciplinary measures being taken:

> Page 23 Job Number: 01-19-0049

_	verbai warning
	As the first step in correcting unacceptable behavior, a verbal warning shall be issued, which shall be documented in the
	project files.
	Written Warning
	If the unacceptable performance continues, the next step shall be a written warning. The Subcontractor shall ensure the worker has satisfactorily completed a retraining session related to the safety policy that was violated. Documentation of this training shall be submitted to Russell Construction within 2 working days.
-	If a second written warning for the same violation is issued to any of the subcontractor's employees on site then both the
_	
	employees and supervisor shall be required to complete a retraining session and documentation shall be submitted within 2 working days.
	In the event 3 separate written warnings for the same violation have been issued to employees on site, then all employees on
	site, including the subcontractor's site supervisor and project manager will be required to complete a 1 hour safety training
	session conducted by the Russell Construction Safety Department. The cost of this training, which is \$500, will be deducted
	from your Subcontract. The Subcontractor may choose to have their qualified safety manager or 3rd party safety consultant
	conduct the training on site.
	3 Day Suspension From Jobsite
	If after being issued a verbal and written warning, an employee continues unsafe work activity, the worker will be removed
	from the project site and will not be allowed to work on any Russell Construction Project Site for 3 days. The Subcontractor's
	Supervisor will also receive a written warning.
7	Permanent Suspension From Jobsite
	Workers may be permanently removed from Russell Construction Project Sites if improvement in performance is not apparent
	or the employee is involved in another unmitigated life threatening operation.
	OF THE ETHNOVEE IS INVOIVED IN ANOTHER WITHINGALED HE THEATENING ODERATION.

In the event 5 separate written warnings have been issued to employees on site, a meeting shall be scheduled with Russell Construction Management and the Subcontractor Management to discuss safety performance, including but not limited to, the Subcontractor providing new on site supervision or providing a part time or full time safety representative for the duration of their work.

Gross disregard for Safety Procedures can result in immediate removal from the Project Site, the removal of all Subcontractor personnel from the jobsite and/or denial of future bid opportunities with Russell Construction Co.

DRUGS AND ALCOHOL

Illegal and unauthorized substances and drugs, look-alike drugs, synthetic drugs, alcoholic beverages and drug paraphernalia are strictly prohibited on all Russell Construction Sites. Persons or Subcontractor employees found to be using, in possession/concealment or under the influence of any of the above items, while working, on lunch or break, will be permanently removed from the jobsite and not allowed to return. All employees, their vehicles and personal property are subject to search and inspection before entering, while on or departing the jobsite.

CONTRABAND AND FIREARMS

Contraband, stolen property, firearms, weapons, explosives and any other hazardous substances are strictly prohibited on all Russell Construction jobsites. Persons or employees found to be using or in possession of or concealing any of the above unauthorized items will be permanently removed from the jobsite and will not be allowed to return.

GENERAL SAFETY REQUIREMENTS

All subcontractor work activities shall be conducted in accordance with all Federal, State, Local, Owner and Russell Construction Safety Policies and Procedures (latest revision). These requirements shall also be applied to all delivery personnel, vendors and visitors while on the job site.

Accident prevention is the responsibility of the subcontractor. A Competent Person must be designated in writing by the subcontractor. It is the competent person's responsibility to initiate and maintain an effective safety process at the job site. Each competent person should have completed the 10 Hour OSHA Construction Course.

SAFETY SUBMITALS / RECORDKEEPING

To assist in our efforts to provide a safe workplace, the following items must be submitted to the Russell Construction, prior to beginning work and/or periodically throughout the duration of the project as noted. These items will be kept on site or on file for the duration of your work.

Your completed Subcontractor Prequalification Questionnaire must be on file with Russell Construction.	
An acceptable Certificate of Insurance must be on file with Russell Construction, prior to beginning work.	
A copy of your Site Specific Safety Plan and/or Job Safety Analysis Forms.	
A copy of your Company's Hazard Communication Program, including Material Safety Data Sheets.	
A Competent Person must be designated for each Subcontractor.	
Page 24 Job Number: 01-19-00)49

	LAIIIDIL D	
	A copy of your Weekly Safety Meetings and Weekly Safety Planning Checklist must be submitted w	eekly.
	Accident investigation reports, including near misses, shall be submitted within 24 hours of the incid	ent.
	The annual inspection report for any crane which will be used on site shall be submitted prior to use	
	All required Safety and Health Permits/Plans (Fall Protection Plan, Steel Erection Plan, Confined Spermit, Scaffold Plan, Excavation Plan, Energized Work etc.)	pace Permit, Hot Work
	Noise and Air Quality monitoring reports, if required.	
	The electrical contractor must submit a written checklist verifying that they have tested all GFCI outlinenth.	ets at a minimum of once a
	Construction reserves the right to review all other documentation regarding safety training, equipmer nning, etc., which you are not required to submit.	at inspection reports, pre-
	SPECIFIC SAFETY REQUIRMENTS	
	NAL PROTECTIVE EQUIPMENT All construction workers shall wear hard hats, which meet ANSI Z89.1, 100% of the time while on th	o construction site, except
	in break areas, offices and restrooms. Safety glasses with side shields, which meet ANSI Z87.1, are required 100% of the time while on the	•
	in break areas, offices and restrooms. At a minimum, sturdy leather hard-soled work boots are required. Sneakers, tennis shoes, sandals,	
	permitted.	riigii rieeis, etc. are not
	All personnel on site shall wear high-visibility vests, shirts, sweatshirts, coats, etc. The use of gloves to protect hands from cuts, scrapes, punctures, chemical exposure and electrical considered a standard practice. The competent person is responsible for determining the correct glovescript.	
	exposure. Appropriate hearing protection shall be worn in work areas where there are high noise levels. Subcontractor's whose work activities warrant that employees wear respiratory protection, shall esta respiratory protection program in accordance with 29 CFR 1926.134. These said activities shall be does not expose other employees at the site to the respiratory hazards. All personnel shall wear appropriate clothing, including long pants and a shirt with sleeves. Shorts, sloose clothing or dangling jewelry are prohibited. If working over or near water, employees shall wear a US Coast Guard approved life jacket.	controlled in a manner that
	ROTECTION Fall protection shall be required 100% of the time when workers are exposed to a fall greater than 6 that pose a threat at less than 6 feet, in accordance with OSHA Subpart M. A "Fall Protection System" means that some physical means/methods are provided to eliminate a farm this may be accomplished by means of: Ladders, scaffolds, aerial lifts, guardrails, static lines, nets, vertical safety lines, retractable lanyards shock absorbing lanyard, hole covers and/or other Fall Protection Equipment. According to OSHA Subpart L, M and R, there may be work activities which qualify for an exception exception is only permitted if it is unfeasible or creates a greater hazard to use fall protection (you mapproved by the Russell Construction Superintendent and Safety Department.	Il exposure to employees. , full body harness with to the 6' rule. The
HOUSE	KEEPING Subcontractors are responsible for housekeeping conditions in their respective areas. Clear aisles,	stainwavs and
_	passageways shall always be maintained through the work area for the benefit of your personnel ar area.	
	Failure to clean up your work area, within 24 hours as required or directed will result in Russell Concleanup and the cost of that cleanup will be deducted from your Subcontract, based on our Subcont firm.	
ACCIDI	ENT REPORTING	
	The Subcontractor shall immediately report any accident to the Russell Construction Site Superinter Subcontractors will be responsible for investigating any accident/incident involving their employees accident report, which must be submitted to the Russell Construction Site Superintendent within 24 First aid may only be performed by an authorized individual. Personnel requiring additional medical attention shall be transported to the clinic or hospital by a de representative.	and completing an initial hours.
TDAIN	NG.	
TRAINI	NG The Subcontractor shall ensure all employees have received appropriate training for the tasks that t any tools & equipment that will be used. Documentation of training must be submitted upon request	
	Page 25	Job Number: 01-19-0049

All employees shall receive a site safety orientation before beginning work, participate in weekly and other safety meetings held on site and be instructed on the safety procedures and precautions included in the Subcontractor's site safety plan and/or Job Safety analysis.

SUMMARY

These Safety Requirements along with any additions or modifications that may be necessary during the life of the project should assist in helping to eliminate accidents throughout the construction process. This program is to be used in conjunction with the Subcontractor's own Safety Programs.

Russell Construction expects full cooperation of all Contractors, regardless of tier, in monitoring, supervising and enforcing the Project Safety Program. It is mandatory that all Contractors, regardless of tier, engaged in work on the Project, comply with Russell Construction's Safety Program, all Federal, State and Local Safety Codes and Regulations throughout the duration of their construction on this Project. Russell Construction reserves the right to add or change items to this Program as deemed necessary to maintain a safe workplace.

All employers are responsible for instructing their employees in the recognition and abatement of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposures to illness or injury.

Good safety practices carried out on this Project will produce a safe and healthful workplace for all employees. Neglecting safety is neglecting job responsibilities.

Job Number: 01-19-0049



Exhibit E

Page 27 Job Number: 01-19-0049



Exhibit F
PROJECT SCHEDULE

Page 28 Job Number: 01-19-0049

SECTION 006113 – PERFORMANCE BOND AND PAYMENT BOND

PART 1 – GENERAL

1.01 <u>DESCRIPTION</u>

The purpose of this Section is to identify the required performance bond and payment bond.

Performance & Payment Bonds will be required by all subcontractors in excess of \$100,000. All costs associated with providing these bonds shall be included in the subcontractor's bid and noted on the bid form. The costs of these bonds are to be indicated on the bid form under informational numbers.

END OF SECTION 006113

The form follows this page

AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description: (Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

SURETY

(Corporate Seal) Company:

(Corporate Seal)

Signature:

Company:

Signature: Name Name and Title: and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRÉSENTATIVE:

(Architect, Engineer or other party:)

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- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - 1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim:
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



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SAMPLE PAYMENT BOND 006113-A - 4

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place

of business)

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description: (Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond:

None

☐ See Section 16

CONTRACTOR AS PRINCIPAL Company:

SURETY (Corporate Seal) Company:

(Corporate Seal)

Signature:

Signature: Name Name

and Title: and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default.
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors:
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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§ 16 Modifications to this bond are as follows:



(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

Signature:

Address

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4

CERTIFICATE OF INSURANCE

Use Accord form 25

Insurance Limits

CERTIFICATE HOLDER CUSD #205

ADDITIONAL INSURED CUSD #205, Russell Construction.

(Attach CUSD #205 Certificate Copy Form)



Exhibit B

SUBCONTRACT INSURANCE REQUIREMENTS

The Subcontractor shall purchase and maintain the following insurance coverage set forth below to protect himself, Contractor, Architect and Owner from claims which may arise out of or result from Subcontractor's/Supplier's operations, whether such claims arise during the contract performance or subsequent to completion of the contract. The limits below are minimum requirements and shall not limit the Subcontractor's/Supplier's liability. Subcontractor/Supplier shall ensure that its subcontractors and truckers delivering to the jobsite shall maintain insurance in like forms and amounts including the additional insured requirement. Subcontractor liability insurance shall be primary and non-contributory as to any coverage maintained by Contractor.

Standard Worker's Compensation and Employer's Liability Worker's Compensation – Statutory Benefits Α.

Employer's Liability: \$500,000 each accident Coverage: All States Coverage

> \$500,000 each disease Waiver of Subrogation in favor of Russell Construction, Owner & Architect

\$500,000 each employee/person

B. Commercial General Liability

> General Aggregate \$2,000,000 Each Occurrence \$1,000,000 Limits:

> > Products/Completed Operations \$1,000,000 Fire Damage \$50,000 Personal Injury \$1,000,000 Medical Expenses: \$5,000

Coverage: CGL Occurrence Form Advertising Injury

> Per Project Aggregate **Broad Form Property Damage**

Premises and Operations X.C.U Hazards

Products/Completed Operations Additional Insured Endorsement - Contractor, Owner, Architect, Architect's Consultants and other indemnities as Contractual Liability

listed in item #3 below Independent Contractors

Personal Injury Waiver of Subrogation in favor of Russell Construction,

Owner & Architect

C. Comprehensive Automobile Liability

> I imits: \$1,000,000 per occurrence for bodily injury and/or property damage

Coverage: Owner vehicles

> Hired and non-owned liability Protection against uninsured motorist

Contractural Liability

D. Umbrella Liability

F

Limits: \$2,000,000 excess over Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability

Coverage: Follow Form for all coverage Design Errors and Omissions Insurance (if applicable):

\$2,000,000

F. Subcontractor is responsible for their own tools and equipment. While the pruchase of insurance is NOT required, the lack of wsuch insurance does not give right to making a claim against the Contractor for loss or damage.

Other insuracne may be required depending upon the work or location of the project (example Longshoreman coverage). It is the G. Subcontractors's responsibility to know what coverage is needed and include cost in bid

Certificates of Insurance shall be furnished to Contractor prior to commencement of the work and shall remain in effect for two (2) years after project

RUSSELL CONSTRUCTION CO, INC WILL BE NAMED AS "ADDITONAL INSURED" FOR "ANY AND ALL PROJECTS". If you already have a "Blanket COI" on file with Russell Construction - no further action is required.

The following additional insured endorsements are acceptable: CG2010 11 85 or CG 2010 10 01 AND CG2037 10 01 or CG2033 10 01 AND CG2037 10 01 or the equivalent.

See attached Certificate of Insurance as a guideline.

Page 18 Job Number: 01-19-0049

Exhibit B

Δ	c	n	R	ı

SUBCONTRACT EXHIBIT **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

(-)				
PRODUCER	PANE:	Insurance Agen	,	
Insurance Agent	(A/C, No, Ext):	Phone #	(A/C, No): Fax #	
Name Address	E-MAIL ADDRESS:	Agency E-Mail		
City, State, Zip Code		INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A:	Insurance Company	Name	NAIC #
INSURED	INSURER B:	Insurance Company	Name	NAIC #
Subcontractor	INSURER C :	Insurance Company	Name	NAIC #
Name Address	INSURER D :	Insurance Company	Name	NAIC#
City, State, Zip Code	INSURER E :	Insurance Company	Name	NAIC#
	INCUDED E .			

COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	NS ADDL SUB POLICY POLICY							
INS R	TYPE OF INSURANCE		SUB	POLICY NUMBER	POLICY	POLICY EXP	LIMITS	
Α	COMMERCIAL GENERAL LIABILITY			Policy Number	Eff Date	Exp Date	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR			,			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
l	_	,	ι,				MED EXP (Any one person)	\$ 5,000
l	Contractual Liability	Х	X				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
l	POLICY X PROJECT						PRODUCTS - COMP/OP	\$2,000,000
	OTHER: LOC							\$
	AUTOMOBILE LIABILITY			Policy Number	Eff Date	Exp Date	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
lв	X ANY AUTO	x		'			BODILY INJURY (Per person)	\$
-	ALL OWNED SCHEDULED AUTOS		X				BODILY INJURY (Per accident)	\$
1	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
1								\$
C	X UMBRELLA LIAB X OCCUR CLAIMS-				Eff Date	Exp Date	EACH OCCURRENCE	\$ 2,000,000
ľ	EXCESS LIAB MADE			Policy Number	Lii Date	LAP Date	AGGREGATE	\$ 2,000,000
	DED RETENTION \$	Х						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Policy Number	Eff Date	Exp Date	X PER OTH -ER	
D	NY PROPRIETOR/PARTNER/EXECUTIVE N/A	N/A	Х	,			E.L. EACH ACCIDENT	\$ 500,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. DISEASE - EA	\$ 500,000	
	İf yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY	\$ 500,000
Е	Errors & Omissions Liability (If Applicable)			Policy Number	Eff Date	Exp Date	\$2,000,000 Occurrence \$2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Russell Construction Co., Inc. (Owner), (Architect) and/or (Engineer) are fulled as additional insured on the General Liability during ongoing and completed operations on any and all jobs. Additional insured also applies for the Automobile and Umbrella policies. A waiver of subrogation in favor of Russell Construction Co., Inc. applies to the General Liability, Auto Liability, Workers Compensation. Umbrella follows form.

Russell Construction Company, CUSD #205 and it's Board of Representatives, and Legat Architects are included as additional insured on the General Liability during ongoing and completed operations on any and all jobs. Additional insured also applies for the Automobile and Umbrella policies. A waiver of subrogation in favor of Russell Construction Company applies to General Liability, Auto Liability, Workers Compensation. Umbrella follows form.

CERTIFICATE HOLDER	CANCELLATION

Russell Construction Co., Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
insurance@russellco.com	AUTHORIZED REPRESENTATIVE	

Page 19

Job Number: 01-19-0049

SECTION 011200 - MULTIPLE SUBCONTRACT SUMMARY

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of the Subcontract, including amended General Conditions and other Division 1 Specification Sections, apply to Work of this Section.

1.02 SUMMARY

- A. The intent of this Section is to indicate the Work required by the Subcontractors and to provide information regarding the duties, responsibilities, and cooperation required by the Subcontractors, with similar requirements for the subcontractors and suppliers.
- B. Owner's right to maintain current operations.
- C. Occupancy requirements.
- D. Work by owner.
- E. Permits, fees, and notices.
- F. Labor and materials.
- G. Verifications of existing dimensions.
- H. Project security.
- I. Coordination of work.
- J. Time of commencement and completion.
- K. Schedule of contract responsibilities.

1.03 WORK UNDER SEPARATE CONTRACTS

- A. Subcontracts are defined to include the following contracts described in the Schedule of Contract Responsibilities included hereinafter; and each is recognized to be a major part of the project, with Work to be performed concurrently and in close coordination with Work of other Subcontracts.
- B. The "Contract Documents", as defined in the General Conditions, include "the Drawings, Bidding Requirements and Specifications". Although Drawings are grouped and identified by classification of the Work, Contractors shall be responsible for their Work as specified herein and as indicated on the Drawings. Although the majority of the Drawings are "to scale," Contractors are directed to use indicated dimensions for determining material quantities and for other reasons. No additional monies will be allowed due to Subcontractors using "scaling instruments" to determine material quantities or for other reasons.
- C. Separate subcontracts will be awarded as per the attached "Schedule of Contract Responsibilities" following this Section. Contractors shall include Work required by the Specifications and Drawings for each contract area defined in the Schedule.
- D. Work for the complete construction of the Project will be under multiple subcontracts with the Construction Manager. The Construction Manager will manage the construction of the Project.
- E. Each Contractor shall be responsible for demolition and disposal of existing items relative to his Contract.

1.04 ADMINISTRATIVE RESPONSIBILITIES OF SUBCONTRACTORS AND CM

A. The Construction Manager shall be responsible for the maintenance of the Construction Schedule and management of every phase of Work.

- a. Each Subcontractor shall read the Specifications and Drawings for other separate Contracts for fixed equipment and the like to be incorporated or attached or built in to the Work; and familiarize himself with the requirements and responsibilities of other Contracts to enable the required coordination and supervision.
- b. Each Subcontractor shall also familiarize himself with other items to be incorporated into the Work including equipment and Work by the Owner.
- c. Each Subcontractor shall cooperate with the Construction Manager in notifying him when the Work is at a stage to require the services of other Contractors and shall notify the Construction Manager in the event that such other Contractors do not carry out their responsibilities in connection with such notification.
- B. Subcontractors shall cooperate with and assist the Construction Manager in the preparation of construction progress and procedures, schedule of product deliveries, and their effect on the overall project progress and completion. Other Contractors shall cooperate in getting their Work and the work of their subcontractors completed according to the schedule as prepared and maintained by the Construction Manager. Each Subcontractor shall immediately notify the Construction Manager of a delay in delivery of products or the scheduled date of completion that may affect the total progress of construction.
- C. The Owner will furnish the topographical survey, either as a part of these Drawings or separately, giving the general topographical lines existing at the site and the property lines.
- D. Subcontractor's required to make connections to existing utilities, especially sewerage where gravity flow occurs, shall verify grades and locations at points of such connections and shall notify the Construction Manager of circumstances which would adversely affect the proper flow or connection to such facilities.
- E. The Construction Manager shall reserve the right to dismiss or remove any subcontractor controlled employees from the project at the discretion of the Construction Manger and/or Owner.

1.05 SUBCONTRACTORS' USE OF PREMISES

- A. General: During the construction period, the Subcontractors jointly shall have full use of the premises during the summer months for construction operations, including use of the site. While school is in session, Subcontractors shall be restricted to assigned areas of work as depicted in the schedule and directed by the Construction Manager. Disruptive activities shall be required to be performed outside of school hours. Subcontractors are to make such provisions in their bids. Each Subcontractor's use of the premises is limited only by the Owner's right to perform work or to retain other Contractors on portions of the Project.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - a. Owner Occupancy: Allow for Owner occupancy and use by the public.
 - b. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

1.06 OWNER'S RIGHT TO MAINTAIN OPERATIONS

- A. During the course of this Project, normal and customary functions and operations must be maintained. The Contract Documents are intended to define a strict separation between the school activities of students and staff from the activities of the construction project.
- B. The Construction Manager, Architect, and Owner will not tolerate any visible or audible actions initiated or responded to by any employees of Contractors on this Project toward any students, teachers, or staff members at the school system. Violators shall be promptly removed from the site
- C. The Owner intends to instruct students, teachers, and staff to refrain from communications with Contractors' personnel working on this Project. All communication with Owner and staff shall be through the Construction Manager.
- D. Contractors must expend their best effort toward protection of the health, safety, and welfare of occupants on the Owner's property during the course of Work on this Project.
- E. Contractors and Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Owner may establish. Employees shall be properly and completely clothed while working. Bare torsos, legs and feet will not be allowed. Possession or consumption of alcoholic beverages or drugs, and/or other noxious behavior on the site is strictly prohibited. Violators shall be promptly removed from the site. Smoking is not permitted on school property or within school buildings.

1.07 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.
- B. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - a. The Construction Manager will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.
 - b. Party which obtained general building permit shall obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
 - c. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
 - d. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building.

1.08 WORK BY OWNER

- A. The Owner intends to complete the following items of Work outside the provisions of these Contract Documents. Contractors shall not restrict or interfere with the Owner's right to the Project to accomplish this Work.
 - a. Equipment and furniture except as scheduled and specified under Divisions 11 and 12 and shown on the Drawings.
 - b. Items which may be deleted from Contracts for Work as required by the Contract Documents.
 - c. The purchase and supplying of certain materials as noted in the Project Manual.

B. Items noted "by others" will be furnished by others. The Contractor shall be responsible to coordinate with the Owner, Construction Manager, other Contractors, Design Team and Suppliers related to all said Work.

1.09 PERMITS, FEES, AND NOTICES

- A. The Construction Manager will secure the improvement location permit, general building permit, and the construction observation certificate for the Owner. Each Contractor shall secure and pay for other permits, governmental fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are received. Fees to relocate utilities on Owner's property shall be included in the bid of the Contractor doing the relocation.
 - a. State filing fees for plan approval are the responsibility of the Owner and will be paid by Owner.
- B. Utility Tie-Ins: Shall be arranged by responsible Subcontractor with local utility company and other involved parties for of service.
- C. Shutdowns of existing systems shall be limited to minimum time required and scheduled with other involved parties. Provide 5 days written notice of shutdown to Construction Manager and Owner.
- D. Inspections of installed work shall be performed by the governing authority as arranged for by the installing Contractor. Work shall not be covered until approved.
- E. Each Subcontractor shall give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of his Work. If a Subcontractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Construction Manager in writing, and necessary changes shall be adjusted by appropriate notification. If a Subcontractor performs work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Construction Manager, he shall assume full responsibility therefore and shall bear the costs attributable thereto.

1.10 LABOR AND MATERIALS

- A. Unless otherwise specifically noted, the Subcontractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of his Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- B. Unless otherwise specifically noted, the Subcontractor shall provide anything in excess of the drawings or specifications in order to complete the installation of his Work.
- C. Each Subcontractor shall enforce strict discipline and good order among his employees or other persons carrying out Work of his Contract and shall not permit employment of unfit person or persons or anyone not skilled in the task assigned to them.

1.11 CUTTING AND PATCHING

A. Refer to Section 017329 – Cutting and Patching, for provisions on this subject.

1.12 VERIFICATIONS OF EXISTING DIMENSIONS

A. When verification of existing dimensions is required, the Subcontractor requiring said verification for the construction or fabrication of his material shall be the Contractor responsible for the procurement of the field information.

1.13 PROJECT SECURITY

A. The Construction Manager shall be responsible for developing and conducting a security program, specifically oriented for the prevention of damage, or loss, to the entire project site and other property at the site or adjacent thereto. This shall be acceptable to the Owner, and shall remain in effect through Substantial Completion of the Project. Subcontractors shall abide by such plan as implemented by Construction Manager. Neither Construction Manager nor Owner assume any liability of loss or damages to items owned or in control of Subcontractors on site or adjacent to site.

1.14 SCHEDULE OF CONTRACT RESPONSIBILTIES - SCOPE

- A. Subcontractors shall submit their proposals based on the work included under each contract area as listed herein. Include Work necessary for a complete project, as shown on the Drawings and called for in the Specifications.
- B. Questions concerning the phasing or "Schedule of Contract Responsibilities" should be directed to the Construction Manager, who will be the interpreter and be responsible for this Schedule of Contract Responsibilities and Contract Breakdown, prior to submitting proposals and during construction.
- C. The requirements of Division 1 are a part of the Work of each and every contract area. The Subcontractor for any one contract area shall be familiar with the Work and requirements of all other contract areas.
- D. Certain Specification Sections describe Work to be performed under several contract areas. (Example: 079200 Joint Sealants) Provide Work of this nature as required for each contract area whether or not enumerated in the Schedule of Contract Responsibilities.
- E. The following contract areas are broken down by Specifications Section conforming basically to the CSI format.
- F. The Drawings and Specifications as furnished for each of the Contracts is for the convenience of the Subcontractor in preparing a proposal for this Project. However, each Subcontractor is responsible to review the complete set of Drawings and Specifications to assure that Work required to be installed to complete his phase of the Work is included in his proposal. This "Schedule of Contract Responsibilities" is a definition of the work as it is to be bid in separate contracts. Where a specific item of Work is not defined, but is normally inherent to a trade, or is included in the scope of the applicable technical revision, it will be the responsibility of that Subcontractor to include the Work in his proposal.
- G. This "Schedule of Contract Responsibilities" is to aid each Subcontractor in defining the Scope of Work to be included in his proposal. However, omissions from this "Schedule of Responsibilities" do not relieve the Subcontractor from including in his proposal that Work which will be required to complete his Contract. Each Subcontractor should read the "Schedule of Contract Responsibilities" completely to familiarize himself with the Work of other Contractors that may have Work in adjacent areas and to coordinate the interfacing problems that may occur as the work is assembled and constructed.
- H. Where specific work is to be completed under a particular phase of the Project and the Work is wholly or partially completed by other trades because of the type of work involved or jurisdictional trade agreements, the Subcontractor will be responsible to subcontract the Work as necessary to complete the Work included in his Contract. No delay in the Work will be allowed due to the failure of the Subcontractor to subcontract related work required by jurisdictional trade agreements.

1.15 COORDINATION OF WORK

A. Each Subcontractor is responsible to coordinate his Work with the Work of other trades and other Contractors and requirements of the school system. The Subcontractor must make space allowances for Work of other Contractors, provide necessary openings where indicated or implied by the Drawings and Specifications. Each Subcontractor is responsible to protect his own Work. Each Contractor is responsible to coordinate and abide by overall schedule requirements for placement of work as communicated by Construction Manager and Owner.

1.16 TIME OF COMMENCEMENT AND COMPLETION

- A. The Contractor shall commence work within seven (7) days after being notified in writing to proceed and shall complete the Work within the time limitations established in the Form of
 - a. It is anticipated that construction will start within 50 calendar days after receipt of bids or earlier.
 - b. Construction shall be complete within the outlines given on the schedule included in section 013200, or earlier, after Notice to Proceed.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 SCHEDULE OF CONTRACT RESPONSIBILITIES & GENERAL REQUIREMENTS

A. PROVIDED BY OWNER OR THE CONSTRUCTION MANAGER 014529 Testing Laboratory Services (by owner)

B. PROVIDED BY ALL CONTRACTORS AS APPLICABLE

011200	Multiple Contract Summary
012600	Contract Modification Procedures
012973	Schedule of Values
012976	Applications for Payment
013119	Project Meetings
013200	Schedules and Reports
013300	Submittal Procedures
014529	Testing Laboratory Services (Paragraph 1.05)
015000	Temporary Facilities and Controls
015116	Temporary Fire Protection
015136	Temporary Water
015213	Field Offices and Sheds
015219	Temporary Sanitary Facilities
015623	Temporary Barricades
015626	Temporary Fencing
015633	Utility Protection
015639	Temporary Tree and Plant Protection
015713	Temporary Erosion & Sediment Control
015719	Temporary Environmental Controls
015723	Temporary Storm Water Pollution Control

ZEPHYER DOME DEMOLITION BID PACKAGE 01: DEMOLITION

RUSSELL APRIL 2019

015726	Site Watering for Dust Control
017413	Progress Cleaning
017419	Construction Waste Management & Disposal
017700	Closeout Procedures

3.02 BID CATEGORIES

A. BID CATEGORY NO 1A - Demolition

General Requirements in Paragraph 011200-3.01-B

Section 024116 Structure Demolition

Plans Zephyr Dome Demolition dated 4/1/19

Per plans and complete specification sections with the following clarifications:

- 1. Safety orientation and background checks for all workers prior to beginning work.
- 2. Approved certificate of Insurance on file with the Construction Manager before beginning work.
- 3. Compliance with the Construction Manager's Safety Program.
- 4. No smoking job-site.
- 5. Surveying, Staking, and Layout as required.
- 6. All water and erosion control including required installation, maintenance and removal of silt fence after site has been stabilized.
- 7. Stabilization of site as grading is completed.
- 8. Complete demolition and removal of existing structures in accordance with drawings.
- 9. All utilities have been disconnected and abandoned previously.
- 10. No historical artifacts will be salvaged.
- 11. Owner will abate any asbestos materials prior to demolition.
- 12. Backfill requirements in paragraph 011200-3.03.
- 13. Import and place a 6" top soil and fine grading of all disturbed areas to be ready for seeding.
- 14. Seeding is to be done by the Owner.
- 15. Install and maintain 6' tall chain link temporary fencing enclosing extent of construction area.
- 16. Backfilled area to be mounded to prevent ponding. Subcontractor is responsible if area settles below adjacent grade for a period of 1 year.
- 17. Excess spoils generated by this scope of work to be removed from site.

3.03 BACKFILL REQUIREMENTS

- A. Embankments shall be constructed of materials that will compact and develop stability. No sod, frozen material, or any material which, by decay or otherwise, might cause settlement shall be placed or allowed to remain in Embankments. Embankments shall be constructed to the height and width deemed necessary to provide for shrinkage during compaction. No rock, stones or broken concrete more than 4 in. (100 mm) in largest dimension shall be permitted within a vertical distance of 12 in. (300 mm) from the surface of the finished earth grade. So far as practicable, each lift of material shall extend the entire length and width of the embankment. The material shall be leveled by means of bulldozers, blade graders or other equipment approved by the Engineer. Each lift shall be not more than 8 in. (200 mm) thick when in loose condition, uniform in cross section, and thoroughly compacted before the next lift is started.
- B. Each lift of the embankment material shall be disked sufficiently to break down oversized clods, mix the different materials, secure a uniform moisture content, and ensure uniform density and compaction. Disking may be omitted if the fill material consists of sand or gravel.
- C. All material shall be compacted to a minimum of 95 percent of the standard laboratory density and not contain more than 120 percent of the optimum moisture determined according to AASHTO T 99 (Method C). The Contractor will be permitted the use of an approved additive to effect a quicker drying time.

- D. The standard laboratory density shall be the maximum dry density determined according to AASHTO T 99 (Method C). A coarse particle correction according to AASHTO T 224 shall be used.
- E. The dry density of the compacted embankment will be determined by the Engineer at regular intervals according to AASHTO T 191, Illinois Modified AASHTO T 310 (Direct Transmission Density/Backscatter Moisture), or by other
- F. methods approved by the Engineer.
- G. The embankment shall be sprinkled with water when it is necessary to increase the moisture content of the soil to permit the embankment to be constructed to the densities indicated above.
- H. Compacting equipment and compacting operations shall be coordinated with the rate of placing embankment so that the required density is obtained.

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 **SUMMARY**

- A. Proposal Request.
- B. Request for Pricing.
- C. Proceed Order.
- D. Allowance Authorization.
- E. Change Order.
- F. Minor Changes in the Work.
- G. Execution of Change Documents.
- H. Correlation of Contractor Submittals.

1.02 RELATED DOCUMENTS

A. Section 012100 – Allowances

1.03 PROPOSAL REQUESTS

A. Proposal requests that require adjustment to the Contract Sum or Time if accepted, will be issued by the Architect to the Construction Manager, with detailed description of the proposed change and supplemental or revised Drawings and Specification as appropriate.

1.04 CONSTRUCTION MANAGER INITIATED REQUEST FOR PROPOSAL (RFP)

- A. An RFP is a document issued by the Construction Manager to obtain pricing from Contractors.
- B. The Contractor shall submit the name of the individual authorized to receive RFP documents, and be responsible for informing others in Contractor's employ or subcontractors of the work.
- C. Pricing for RFP is due within 10 days after issue date.
- D. Document each lump sum quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- E. Provide data to support computations:
 - a. Cost and quantities of products, labor and equipment.
 - b. Overhead and profit.
 - c. Justification for any change in contract time.
 - d. Credit for deletions from contract, similarly documented.

1.05 PROCEED ORDER (PRO)

- A. The Construction Manager with consent of the Owner may issue a document, instructing the Contractor to proceed with a change in the work, for subsequent inclusion in a change order. Proceed Orders are used on emergency items or work items that are critical in maintaining the construction schedule.
- B. The document will describe changes in the work, and will designate the method of determining any change in contract sum or contract time.
- C. The Contractor shall promptly execute the change in work.
- D. For time and material Proceed Order work:

- 1. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in work.
- 2. The Construction Manager's on-site representative must verify and sign the contractor's daily timesheets, not as approval for payment, but for record that work was completed per the Proceed Order. Proceed Order authorization number must be indicated on all Daily Time Sheets.
- 3. Submit itemized account and supporting data after completion of change within (15) days after completion.
- E. The Construction Manager will determine the change allowable in contract sum and contract time as provided in the contract documents.

1.06 ALLOWANCE AUTHORIZATION

A. An allowance authorization will be issued based upon the Request for Proposal and/or the Proceed Order and the Contractor's price quotation as approved by the Construction Manager and Owner.

1.07 CHANGE ORDER

A. A change order will be issued based upon the Request for Proposal and/or the Proceed Order, and Contractor's price quotation as approved by the Construction Manager, architect and Owner.

1.08 MINOR CHANGES IN THE WORK

A. The Architect will advise of minor changes in the work not involving an adjustment to contract sum or contract time as authorized by contract, by issuing supplemental instructions.

1.09 EXECUTION OF CHANGE DOCUMENTS

- A. Construction Manager will issue Change Orders and Allowance Authorizations for signature by all parties.
- B. Signed copies are to be returned to the Construction Manager within 14 days.

1.10 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized change order and/or allowance authorization as a separate line item and adjust the contract sum (for Change Orders).
- B. Promptly submit revisions to Construction Schedule to reflect any change in contract time.
- C. Promptly enter changes in project record documents.

1.11 DOCUMENTATION AND PRICING

- A. For changes in the Work on the lump sum or time and material methods, the Subcontractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Construction Manager and Architect.
 - a. As a minimum, the detailed breakdown shall include and indicate the items shown below:
 - i. Labor costs, itemized by each trade involved, showing the hourly rates for each and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid workmen in accordance with the established management labor agreement.

- ii. Burden on labor, which shall be only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, worker's or workman's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA.
- iii. Quantities of materials, equipment and supplies, at their actual cost, with unit costs indicated.
- iv. Allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
 - 1. For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
 - 2. For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
 - 3. For each Subcontractor or Sub-subcontractor involve, for Work performed by that Subcontractor's of Sub-subcontractor's own forces, fifteen percent (15%) of the cost.
 - 4. For each Subcontractor, for work performed by the Subcontractor's Subsubcontractors, five percent (5%) of the amount due the Subsubcontractor.
- v. The percentages allowed for overhead and profit shall be deemed to include, and no further addition for:
 - 1. Field and office supervision and administration, including the field superintendent, foreman, field design/drafting, and project coordination.
 - 2. General insurance, except that listed as labor burden.
 - 3. Labor Inefficiency.
 - 4. Lost Time.
 - 5. Use or replacement of tools.
 - 6. Consumables.
 - 7. Shop burden.
 - 8. Equipment rental (other than specifically required additional hoisting equipment, required excavating m=equipment or similar equipment necessary solely as a result of the change).
 - 9. Engineering and estimating costs.
 - 10. Field Design/Drafting
 - 11. As-Built or Record Drawings.
 - 12. Updating site drawings and specifications.
 - 13. Cost of safety measures (including those imposed by OSHA).

SECTION 012973 – SCHEDULE OF VALUES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements governing each Sub contractor's Schedule of Values.
 - 1. Coordinate the Schedule of Values with the Applications for Payment, Project Schedule, Submittal Schedule, and List of Subcontracts.
 - 2. Contractors using computer generated AIA Forms must submit a copy of their license, including license number, with each request for payment.
- B. Progress payments will not be processed without an approved Schedule of Values on file.

1.03 SCHEDULE OF VALUES

- A. Coordination: Each Sub Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with the Construction Manager's Project Schedule.
 - a. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - i. Construction Manager's Project Schedule.
 - ii. Application for Payment forms, including Continuation Sheets.
 - iii. List of subcontractors.
 - iv. Schedule of allowances.
 - v. Schedule of alternates.
 - vi. List of products.
 - vii. List of principal suppliers and fabricators.
 - viii. Schedule of submittals.
 - b. Within 15 days after the Pre-Construction Conference, each awarded Contractor shall submit to the Construction Manager a Schedule of Values, for approval, showing accurate costs for the items of work assigned to the Contractor, defined under Section 01120 Multiple Contract Summary.
 - c. Subschedules: Where Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. The Schedule of Values shall include at a minimum a line item for labor and material costs for each specification section assigned to the Contractor under Section 01120 Multiple Contract Summary, and shall further divide the work into a sufficient number of individual work items to serve as an accurate basis for Contractor's Application for Payment. Each work items shall receive its prorated share of profit and overhead, including a line item for closeout. The Schedule of Values shall consist of a complete breakdown of the Contractor's contract sum showing the various items of work, divided so as to facilitate the approval of payments to the Contractor for Work completed. In addition to and conjunctive with the division of various items of work, the breakdown shall separate individual buildings within the project, shall separate sitework from building(s) components, and shall separate remodeling/renovation work from new construction work.

The Schedule of Values shall be prepared in a format as directed by the Construction Manager, showing the breakdown of items of work and supported by such data to substantiate its correctness as the Construction Manager may require. The contract breakdown shall be the same form as that to be used in submitting request for payments as covered by Article 9, of the amended General Conditions. Each item of Work shall have indicated a separate cost of labor and material. This schedule when reviewed by the Construction Manager, Architect, and Owner shall be used as the basis of approving payments along with establishing percentages of Work complete.

- a. Identification: Include the following Project identification on the Schedule of Values:
 - i. Project name and location.
 - ii. Name of the Architect.
 - iii. Project number.
 - iv. Contractor's name and address.
 - v. Date of submittal.
- b. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed.
 - i. Related Specification Section or Division.
 - ii. Description of Work.
 - iii. Name of subcontractor.
 - iv. Name of manufacturer or fabricator.
 - v. Name of supplier.
 - vi. Change Orders (numbers) that affect value.
 - vii. Dollar value.
 - viii. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- c. In addition to the sections assigned to the Contractor as defined above, Contractors shall include the following line items on their Schedule of Values:
 - i. Bonds: Performance, Labor and Material (if required).
 - ii. Mobilization.
 - iii. Demobilization.
 - iv. Insurance/Hazcom/Safety.
 - v. **Submittals** in the amount of 2 percent of the Contract; however, not less than \$1,000.00 nor more than \$15,000.00.
 - vi. **Daily cleanup** (in the amount of 1 percent of the total contract amount).
 - vii. Closeout and O&M Manuals in an amount equal to 2 percent of the Contract amount; however, not less than \$2,000.00 nor more than \$20,000.00
- d. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items. Schedule of Values shall be coordinated with the Construction Schedules such that the percentages of Work completed closely relates to the values for the Work shown on the request for payments. At the beginning of the Project, the Contractor shall prepare a schedule of monthly progress payments showing the amount the Contractor may require for the Work proposed to be completed. The purpose of this schedule is to allow the Owner to determine what amounts of funds will be required to have available each month during the progress of construction for progress payments.
- e. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- f. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.

- i. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
- g. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- h. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
- i. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - i. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
- j. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
- C. Schedule of Values shall be typed or printed on AIA Documents G702 1992 and G703-1992.
- D. Each Schedule of Values shall have the Contractor's name, Bid Category name and number, project name and number and shall be dated and signed.
- E. Should the Schedule of Values be "rejected, resubmit", resubmittal is due within 5 days of receipt of rejected schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

SECTION 012976 – APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements governing each Sub contractor's Applications for Payment.
 - a. Coordinate the Applications for Payment with the Schedule of Values, Project Schedule, Submittal Schedule, and List of Subcontracts.

1.03 APPLICATIONS FOR PAYMENT

- A. Applications for Payment shall be made no later than the **20th day** of the month through the Construction Manager to the Owner. Payments to the Contractor will not be made until final approval by the Owner. Applications made by the **20th day** of the month, if approved, will be paid at approximately the end of the following month. The Contractor shall submit to the Construction Manager, electronically, an itemized Application for Payment, supported by such data, such invoices, substantiating the Contractor's right to payment as the Owner, Architect, or Construction Manager may require. The form of Application for Payment shall be AIA Document G702 Application and Certification for Payment (1992 Edition), support by AIA document G703 Continuation Sheet, with Owner's Claim Form as prescribed by State Board of Accounts. Continuation Sheet (G703) shall be prepared the same as the Schedule of Values submitted by the Contractor and as approved.
 - a. Contractors shall submit a pencil copy of the Application for Payment to the Construction Manager at the site 10 days prior to date for submission of Application for Payment. After review by the Construction Manager and Architect a corrected copy will be returned to the Contractor within 5 working days.
- B. Each Application for Payment shall be consistent with previous applications and payments as certified by the Construction Manager, Architect and paid for by the Owner.
 - a. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- C. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Construction Manager will return incomplete applications without action.
 - a. Entries shall match data on the Schedule of Values and the Construction Manager's Project Schedule. Use updated schedules, if revisions were made.
 - b. Include amounts of fully executed Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit electronic copy of signed and notarized Application for Payment to the Construction Manager.
 - a. Attach approved pencil copy to each Application for Payment.

- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who is lawfully entitled to file a mechanics lien arising out of the Contract and related to the Work covered by the payment.
 - a. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 - b. When an application shows completion of an item, submit final or full waivers.
 - c. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the CM. Contractor Combined Waiver-Contractor Affidavit
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 - a. List of subcontractors.
 - b. List of principal suppliers and fabricators.
 - c. Schedule of Values.
 - d. Construction Manager's Project Schedule.
 - e. Submittal Schedule.
 - f. List of Contractor's staff assignments.
 - g. Copies of permits as applicable.
 - h. Copies of authorizations and licenses from governing authorities for performance of the Work.
 - i. Certificates of insurance and insurance policies.
 - j. HAZCOM/Safety Programs.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
 - a. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 - b. Administrative actions and submittals that shall precede or coincide with this application include:
 - i. Occupancy permits and similar approvals. Occupancy permit shall be submitted by party responsible for acquiring general building permit.
 - ii. Warranties (guarantees) and maintenance agreements.
 - iii. Approved O&M Manuals.
 - iv. Test/adjust/balance records.
 - v. Maintenance instructions.
 - vi. Meter readings.
 - vii. Startup performance reports.
 - viii. Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - ix. Final cleaning.
 - x. Advise on shifting insurance coverages.
 - xi. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - a. Completion of Project closeout requirements.
 - b. Completion of items specified for completion after Substantial Completion.
 - c. Ensure that unsettled claims will be settled.
 - d. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 - e. Transmittal of required Project construction records to the Owner.
 - f. Certified property survey.
 - g. Proof that taxes, fees, and similar obligations were paid.

- h. Removal of temporary facilities and services.
- i. Removal of surplus materials, rubbish, and similar elements.
- j. Change of door locks to Owner's access.
- k. Submit for release of Performance & Payment Bond by submitting the AIA Form G707, "Consent of Surety to Final Payment Form".

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

SECTION 013119 – PROJECT MEETINGS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

1.02 **SUMMARY**

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
 - a. Pre-construction conferences.
 - b. Pre-installation conferences.
 - c. Progress meetings.
- B. Each Contractor or awardee shall be required to have present at each of the following project meetings a representative acceptable to the Construction Manager. The designated representative shall have sufficient authority and knowledge to make decisions for the Contractor he is representing on matters affecting this Project.
- C. Contractor or representative unable to attend a specified meeting shall have an acceptable alternate representative designated or shall notify the Construction Manager not less than 3 days prior to date of meeting.

1.03 PRE-CONSTRUCTION CONFERENCE

- A. The purpose of this meeting is to review submittals that will be required by the Contractors and to review the project procedures that are to be followed during the progress of construction.
- B. Advance written notice of the Pre-Construction Conference date, time, and place will be sent to the various successful bidders by the Construction Manager. Sub Contractors shall require their principal subcontractors to attend.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Discussion of construction schedule.
 - b. Critical work sequencing.
 - c. Designation of responsible personnel.
 - d. Processing of field decisions and Change Orders.
 - e. Procedures for processing Applications for Payment.
 - f. Distribution of Contract Documents.
 - g. Submittal of shop drawings, product data and samples.
 - h. Procedures for maintaining record documents.
 - i. Use of premises:
 - i. Office and storage areas.
 - ii. Owner's requirements.
 - j. Major equipment deliveries and priorities.
 - k. Safety and first-aid procedures.
 - 1. Security procedures.
 - m. Housekeeping procedures.
 - n. Working hours.

PROJECT MEETINGS 013119 - 1

013119 - 2

D. Construction Manager shall prepare minutes and record significant discussions and agreements and disagreements of each conference, and the approved schedule. Construction Manager shall promptly distribute the record of the meeting to everyone concerned.

1.04 PRE-INSTALLATION CONFERENCES

- A. Conduct a pre-installation conference at the project site before each construction activity that requires coordination with other construction, as outlined in the technical sections.
- B. Attendees: The Sub Contractor, installing foreman, and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. The Construction Manager shall schedule conferences and advise the Architect of scheduled meeting dates.
 - a. Review the progress of other construction activities and preparations for the particular activity under consideration of each pre-installation conference, including requirements for the following:
 - i. Contract Documents.
 - ii. Options.
 - iii. Related Change Orders.
 - iv. Purchases.
 - v. Deliveries.
 - vi. Shop drawings, product data, and quality control samples.
 - vii. Review of mockings.
 - viii. Possible conflicts.
 - ix. Compatibility problems.
 - x. Time schedules.
 - xi. Weather limitations.
 - xii. Manufacturer's recommendations.
 - xiii. Warranty requirements.
 - xiv. Compatibility of materials.
 - xv. Acceptability of substrates.
 - xvi. Temporary facilities.
 - xvii. Space and access limitations.
 - xviii. Governing regulations.
 - xix. Safety.
 - xx. Inspecting and testing requirements.
 - xxi. Required performance results.
 - xxii. Recording requirements.
 - xxiii. Protection.
 - b. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.
- C. Contractors shall review and comply with required pre-installation conferences outlined in the Contract Documents. (See individual Specification Sections.)

1.05 PROGRESS MEETINGS

A. Progress meetings will be established on a weekly basis, or more frequently as determined by the Construction Manager, to review the progress of construction, possible delays, problems, and projected construction activity. The Contractor is required to attend progress meetings. Contractors

PROJECT MEETINGS

failing to be represented at project meetings, when specifically requested, will be taken into consideration when payment applications are being considered for approval by the Construction Manager. This in no way relieves the Contractors for coordination due to lack of attendance.

- a. Notice of said meetings will originate in the office of the Construction Manager.
- b. Contractor shall require his principal subcontractors to attend.
- c. The progress and schedule of each involved Contractor shall be coordinated at this meeting. The representatives of the Contractor present shall have the authority to change the Contractor's work schedule or authorize work with the consent of the Construction Manager. If the Contractor fails to attend this meeting, it shall be his responsibility to obtain the information discussed at the meeting. Meeting notes and the most current construction schedule will be in the office of the Construction Manager. Attendance at these meetings is required for Contractors' payments.
- d. Coordinate dates of meetings with preparation of payment requests.
- B. Minimum Agenda shall be as follows:
 - a. Review work progress since last meeting.
 - b. Note field observations, problems, and decisions.
 - c. Identify problems which impede planned progress.
 - d. Review off-site fabrication problems.
 - e. Develop corrective measure and procedures to regain planned schedule.
 - f. Revise construction schedule as indicated.
 - g. Plan progress during next work period.
 - h. Review submittal schedules, expedite as required to maintain schedule.
 - i. Tracking of material deliveries.
 - i. Maintaining of quality and work standards.
 - j. Review changes proposed by Owner for effect on construction schedule and effect on completion schedule.
 - k. Complete other current business.
 - 1. Documentation of information for payment requests.

1.06 PRE-CLOSEOUT MEETING

- A. When the work or designed portion thereof is 70% substantially complete, by billing, the Construction Manager will conduct a Pre-Closeout Meeting.
- B. Minimum agenda will be to review Section 01770 Contract Closeout.
 - a. O & M Manuals Required at 75% Completion.
 - b. Prerequisites to Substantial Completion.
 - c. Wrap-up all RFP's.
 - d. Punch Lists.
 - e. Record Drawings.
 - f. Start to Finalize Change Orders.
 - g. Extra Stock.
 - h. Owner's Training.
 - i. Final Payment Application.
- C. Contractors are to attend this "Progress Meeting" for Pre-Closeout.

PART 2 PRODUCTS (Not Applicable)

PROJECT MEETINGS 013119 - 3

PART 3 EXECUTION (Not Applicable)

SECTION 013200 – SCHEDULES AND REPORTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. The work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

1.02 **SUMMARY**

- A. This Section includes administrative and procedural requirements for schedules and reports required for proper performance of the Work, including:
 - a. Construction schedule
 - b. Submittal schedule
 - c. Use of site plan

1.03 GUIDELINE SCHEDULE

- A. A guideline schedule is included at the end of this section showing milestone activities for the Project, as well as anticipated completion date.
 - a. Prior to bidding Project, Contractor shall review the guideline schedule to determine if the intent of the schedule can be met.
 - b. The guideline schedule is to be used for bidding purposes only; however, the indicated completion date of all Work of the Project must be accomplished by all Contractors.
 - c. Sequence of work
 - i. Notice to Proceed May 14, 2019
 - ii. Demolition to commence on June 17, 2019.
 - iii. All work relating to demolition to be complete July 29, 2019.

1.04 CONSTRUCTION SCHEDULES

- A. Within 15 days of the Pre-construction Meeting, each Subcontractor is to assemble all necessary information and dates concerning his activities, and those of his Subcontractors and Suppliers and submit such information in the form required by the Construction Manager. Each Contractor shall submit the following schedule information to the Construction Manager as a minimum:
 - a. A bar chart schedule of all activities contained in the Contractor's Scope of Work. This schedule shall include activity descriptions and durations for all activities in work days (as opposed to calendar day) for shop drawings, fabrication, delivery and installation of products, materials, and equipment. The activities on the schedule must be at a level of detail approved by the Construction Manager and agree with the terminology and building sequencing established by the Construction Manager.
 - b. Identification of precedent relationships between the Contractor's activities and those of other Contractors based on a thorough review of the Contract Drawings and details showing interface between Contracts.
 - c. Graphic diagrams indicating the proposed direction of work whenever applicable or if requested by the Construction Manager.
 - d. Assumed crew size, equipment, production rates, and similar data used to arrive at adequate durations and sequences.

- e. If a Contractor cannot provide a complete schedule of all of his activities within 15 days after Pre-construction Meeting, the Contractor may, after Construction Manager's written approval, provide a work plan for the first 60 days after award. The Contractor's final schedule shall be complete and submitted to the Construction Manager prior to the 45th day after the Pre-construction Meeting.
- B. In collaboration with the various Contractors associated with the Work, the Construction Manager will compile all Contractor schedules and develop a project master construction schedule, which integrates activities of Architect, Construction Manager, Contractors, Subcontractors, and Suppliers and meets the time requirements. The sequence of all work activities shall be determined by the Construction Manager and reviewed by all Contractors. This schedule will become the project plan for construction.
- C. Contractors' schedule activities may be re-sequenced and the schedule adjusted provided all Work is completed within the stated milestone dates and if the Construction Manager and affected Contractors are notified of the change within 5 calendar days of receipt of the schedule; otherwise, the project master construction schedule shall be deemed accepted by all parties and becomes a contractual requirements for each Contractor.
- D. The project construction schedule will be provided by the Construction Manager, consistent with the guideline schedule and utilizing the Contractors' construction schedules provided by the separate Contractors.
 - a. Contractor shall provide the Construction Manager with information and data to prepare a working day construction schedule and sequence of events for each work activity included in his bid category within 15 days after the Pre-construction Meeting. The Contractor shall cooperate with the Construction Manager in establishing a final overall project schedule which meets the specified completion date.
 - b. After the project schedule has been established, Contractors shall work overtime, nights, and weekends, if necessary, to maintain their portion of the schedule.
 - i. Overtime, night and weekend work will be at no additional cost to the Owner or Construction Manager.
 - ii. Failure of the Contractor to maintain his portion of the schedule will be grounds for the Construction Manager to withhold all or part of any payments which may become due to the Contractor for work completed.
 - c. The contractor is responsible to expedite all approvals and deliveries of material so as not to delay job progress.
 - d. The Contractor shall begin all phases of his work as quickly as physically possible, but not to impede or jeopardize the work of other Contractors.
 - e. Phases of the work may be started prior to the scheduled start dates if coordinated with other Contractors, and, if approved through the Construction Manager.
 - f. The Contractor shall cooperate fully with the Construction Manager in the coordination of the work with all other Contractors and the convenience of the Owner as indicated in the Specifications.
- E. Each Contractor's work shall be executed at such a rate as to ensure meeting the specified milestone dates for Substantial Completion. By execution of the Contract, a Contractor represents he has analyzed the Work, the materials and methods involved, the systems of the building, availability of qualified mechanics and unskilled labor, restrictions of the site, constraints imposed, his own work load and capacity to perform the Work and agrees that the specified dates are reasonable considering the existing conditions prevailing in the locality of the Work, including weather conditions, and other factors, with reasonable allowance for variations from average or ideal conditions.
- F. The Construction Manager will utilize the project master construction schedule to plan, coordinate, and manage all construction activities of Contractors, Subcontractors, and Suppliers. All Contractors are to complete all Work in accordance with this schedule.

- G. The Construction Manager, Superintendent / Field Manager generated two and three week rolling schedules shall take precedence over all other schedules.
- H. The Construction Manager will hold periodic progress meetings at the jobsite. Field supervisors from each Contractor working on the site are to attend all such meetings. Each Contractor is to provide services of responsible personnel to provide necessary scheduling and manpower information. Each Contractor shall be responsible to be familiar with the schedule, how it will affect or modify his operations including his coordination with the activities of other Contractors. Each Contractor shall prepare a short interval schedule generally covering a two week period to coordinate with the activities of other Contractors. Each Contractor shall prepare a short interval schedule generally covering a two week period to coordinate the detailed activities of subcontractors and suppliers. The short interval schedules shall be prepared on a 4 week look ahead form provided and **submitted 24 hours prior to the job progress meetings**, or as required by the Construction Manager. The Construction Manager will update the project master construction schedule monthly and display the current schedule at the jobsite and prepare progress reports accordingly.
- I. Whenever it becomes apparent that any activity completion date may not be met, the responsible Contractor(s) are to take some or all of the following actions at no additional cost to the Owner or Construction Manager.
 - a. Increase construction manpower to put the project back on schedule.
 - b. Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination, which will place the project back on schedule.
 - c. Reschedule activities to achieve maximum practical concurrency and place the project back on schedule.
- J. If the Contractor fails to take any of the above actions, Owner or Construction Manager may take action to attempt to put the project back on schedule and deduct cost of such actions from monies due or to become due the Contractor in accordance with the subcontract.
- K. The Construction Manager will manage the project and will make every effort to complete the project within the schedule. Time extensions may be granted to various Contractors when delays that affect final completion date have been caused by inability of another Contractor to meet his time commitments; however, neither Owner nor Construction Manager will assume responsibility to any Contractor for compensation, damages, or other costs due to delays.

1.05 LIST OF SUBCONTRACTORS, SUPPLIERS, AND MANUFACTURERS

A. Each Contractor shall submit, through the Construction Manager, a list of subcontractors and manufacturer's participating on this Project. <u>List shall be submitted within 48 hours after receipt of bids</u>. The list shall be complete with names, street addresses, city, state, and zip code.

1.06 SUBMITTAL SCHEDULE

- A. Within 15 days of the Notice To Proceed, each Contractor shall submit their schedule of submittals.
 - a. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Construction Schedule.
 - b. The contractor shall provide the following information:
 - i. Scheduled date for the first submittal (due date).
 - ii. Name of the Subcontractor (under comments).
 - iii. Fabrication time.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Construction Manager, Architect, Owner, Subcontractors, and other parties required to comply with submittal dates indicated.

- a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.07 PROJECT USE SITE PLAN

- A. The Construction Manager, in cooperation with other Contractors on this Project, shall prepare a proposed project use site plan.
- B. Contractor shall confine operations at the site to areas within the areas indicated and as approved on the use of the site plan, and as permitted by law, ordinances, and permits. Site shall not be unreasonably encumbered with materials, products, or construction equipment.
- C. The Construction Manager in reviewing his use of the site shall include access to proposed building for construction purposes, storage of materials and products, parking, where possible, for employees, temporary facilities including offices, storage, and workshop sheds or portable trailers, and unloading space.
- D. Where a temporary fence is to be provided, the Construction Manager shall show any additional area needed in the Contractor's use of the site beyond that which may be indicated on the Drawings.
- E. The Construction Manager will indicate to the other Contractors after award of Contract which portions of the existing parking lot and non-paved areas can be used for construction activities. Damage to existing parking lot or unpaved areas shall be paid for by the Contractor responsible for damage.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - a. Shop drawings.
 - b. Product data.
 - c. Samples.

1.03 SUBMITTAL PROCEDURE

- A. Submittals, including those specified herein to be submitted to the Architect, excluding those directed to a specific individual, shall be submitted directly to the Construction Manager for his review. Construction Manager will forward required submittals to the Architect for his review.
- B. Contractors on this Project shall provide submittals in accordance with the requirements of this Section. Where a submittal is required by a Contractor but assistance needed from others, Contractors shall participate and cooperate to expedite each submittal.
- C. Where submission of samples, shop drawings, or other items are required from suppliers or subcontractors, it shall be the responsibility of the Contractor for whom the subcontractor is executing the Work to see that the submittal items required are complete and properly submitted, and corrected and resubmitted at the time and in the order required so as not to delay the progress of the Work. Submittals shall be made through the Contractor.
- D. The Contractor shall check shop drawings, samples, and other submittals and submit them to the Construction Manager with a letter of transmittal giving his approval, comments, and suggestions. Each transmittal shall include the following information:
 - a. Date submitted.
 - b. Project title and number.
 - c. Contractor's name and address.
 - d. Identification by Specification Section and quantity submitted for each submittal including name of subcontractors, manufacturer, or supplier.
 - e. Notification of deviations from the Contract Documents for each submittal.
 - f. Contractor's written approval marked on each submittal.
- E. The Contractor shall prepare, review, and stamp with his approval and submit, with reasonable promptness or within the specified time periods and in orderly sequence so as to cause no delay in the Work or in the Work of another Contractor, submittals required by these Contract Documents or subsequently required by modifications.
- F. The Construction Manager and Architect shall review and take action on submittals with reasonable promptness, so as to cause no delay in the progress. A reasonable period of time in accordance with approved project schedule for review of and action taken on submittals shall be as specified herein, but in no case shall it be less than 10 working days from the time it is received by the Architect until

- the time the submittal is marked and forwarded or returned. Contractors shall allow sufficient mailing time for submittals.
- G. A schedule of submittals shall be submitted by the Contractor to the Construction Manager within 15 calendar days of Notice to Proceed date and before any materials, equipment, or fixtures are purchased. The schedule must include proposed submittal dates. The dates listed in the schedule must allow sufficient time for review and processing by the Construction Manager and the Architect. Re-submittal, if necessary, of the shop drawings or other data before the Work represented by shop drawings and samples is needed by the Contractor to complete its performance under their Contract. No extensions of time will be granted to the Contractor because of its failure to have shop drawings, video tape, sample, and product data submitted in time to allow for review, re-submittal and final review. Contractor must also submit a separate schedule (in table format), in addition to the Construction Manager's schedule, identifying all submittals dates to the Construction Manager for review and approval.

1.04 SHOP DRAWINGS

- A. The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Construction Manager and the Architect. Such Work shall be in accordance with approved submittals.
- B. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
 - a. Autocad Drawings: CD copy of Drawings may be available from the Architect. The Contractors requiring this service must contact the Architect to verify availability. Contractors requesting drawings shall also be required to submit a release waiver that may be obtained from the Architect.
- C. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
 - a. Advertising brochures will not be accepted as shop drawings.
 - b. Erection and setting drawings as referred to in these Specifications will be considered as shop drawings and shall be submitted along with detailed shop drawings.
 - c. Where schedules are required to indicate locations, they shall be submitted as part of the shop drawings package for that item.
 - d. Shop drawings and schedules shall repeat the identification shown on the Contract Drawings.
 - e. The Contractor shall check all shop drawings, samples, and other submittals and submit them to the Construction Manager giving his approval and/or comments and suggestions.
 - f. Include the following information:
 - i. Dimensions.
 - ii. Identification of products and materials included by sheet and detail number.
 - iii. Compliance with specified standards.
 - iv. Notation of coordination requirements.
 - v. Notation of dimensions established by field measurements.
- D. Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, Subcontractor, submittal name, and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking and provide space for Construction Manager and Architect's "action" marking. Package each submittal appropriately for

- transmittal and handling. Submittals which are received from sources other than through the Construction Manager will be returned "without action".
- E. By approving and submitting shop drawings, the Contractor thereby represents that he has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data, and that he has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents prior to submitting to the Construction Manager. Submittals which are received from sources other than through the Construction Manager will be returned without review, requiring resubmittal.
- F. The Contractor shall make corrections required by the Architect and shall resubmit the required number of corrected copies of shop drawings until appropriately marked. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Architect on previous submissions.
- G. The Construction Manager and the Architect will review shop drawings only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Construction Manager and Architect's review of a separate item shall not indicate review of an assembly in which the item functions.
 - a. Only shop drawings, product data, and samples marked "Reviewed" or "Furnish As Corrected" shall be considered "final" and used in conjunction with the work of this Project.
- H. The Construction Manager and Architect's review of shop drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Construction Manager in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Construction Manager or Architect's action relieve the Contractor from responsibility for errors or omissions in the shop drawings.
 - a. The Construction Manager and Architect's review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and qualities, or for substantiating instructions or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and 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 Construction Manager and Architect's approval of a specific item shall not indicate approval of an assembly of which it is a component.
- I. Notations and remarks added to shop drawings by the Architect are to ensure compliance to Drawings and Specifications and do not imply a requested or approved change to contract cost.
- J. Should deviations, discrepancies, or conflicts between shop and contract drawings and Specifications be discovered, either prior to or after review, Contract Documents shall control and be followed.
- K. Submittals shall be electronically transmitted to the Construction Manager via Procore. Subcontractor accounts will be established once notice to proceed is provided.
- L. Shop drawings not requested by the Architect/Engineer shall be returned without action.
- M. Shop drawings will be marked as follows: Contractor shall take the following action for each respective marking:
 - a. REVIEWED.
 - b. REVIEWED REVISE AS NOTED" Final but Restricted Release; Contractor may proceed with fabrication, taking into account the necessary corrections on submittal and with Contract Documents.
 - c. "REVIEWED REVISE AND RESUBMIT" Contractor will be required to resubmit shop drawings in their entirety. No fabrication or installation shall be started until shop drawings so marked have been completely revised, resubmitted, and marked by Architect.

N. More than two reviews of each Shop Drawing, Product Data item, sample and similar submittals will be subject to a deductive change order to provide funds for compensating the Architect/Engineer for the additional review.

1.05 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 - a. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information.
 - i. Manufacturer's printed recommendations.
 - ii. Compliance with trade association standards.
 - iii. Compliance with recognized testing agency standards.
 - iv. Application of testing agency labels and seals.
 - v. Notation of dimensions verified by field measurement.
 - vi. Notation of coordination requirements.
 - b. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 - i. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
 - c. Submittals: Submit electronic copy of each required submittal. The Architect will retain one and will return the other marked with action taken and corrections or modifications required.
 - i. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - d. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - i. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - ii. Do not permit use of unmarked copies of Product Data in connection with construction.
- B. In compliance with the OSHA Hazard Communication Standard (1910.1200, 08-24-1987) Contractors shall post at the site MSDS (Material Safety Data Sheets) for ALL products classified as hazardous that their firm has knowledge that they will be furnishing, using, or storing on the jobsite during the duration of this Project in accordance with OSHA standards. At the completion of the project, the Contractor shall turn their "SDS" information directly over to the Owner.

1.06 SAMPLES

- A. The Contractor shall submit to the Architect through Construction Manager triplicate samples to illustrate materials or workmanship, colors, and textures, and establish standards by which the Work will be judged.
 - a. Submit full size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.

- i. Mount or display samples in the manner to facilitate review of qualities indicated. Prepared samples to match the Architect's sample. Include the following:
 - 1. Specification Section number and reference.
 - 2. Generic description of the sample.
 - 3. Sample source.
 - 4. Product name or name of the manufacturer.
 - 5. Compliance with recognized standards.
 - 6. Availability and delivery time.
- ii. Submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - 1. Where variation in color, pattern, texture, and other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
 - 2. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
- B. By approving and submitting samples, the Contractor thereby represents that he has determined and verified materials, catalog numbers, and similar data, and that he has checked and coordinated each sample with the requirements of the Work and of the Contract Documents prior to submitting to the Architect.
- C. The Contractor shall resubmit the required number of correct or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted samples to revisions other than the changes requested by the Architect on previous submissions.
- D. The Architect will review samples but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's review of a separate item shall not indicate approval of an assembly in which the item functions.
- E. The Architect's action shall not relieve the Contractor of responsibility for deviations from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of the deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's action relieve the Contractor from responsibility for errors or omissions in the samples.
- F. Unless otherwise specified, samples shall be in triplicate and of adequate size to show function, equality, type, color, range, finish, and texture of material. When requested full technical information and certified test data shall be supplied.
 - a. Each sample shall be labeled, bearing material name and quality, the Contractor's name, date, project name, and other pertinent data.
 - b. Transportation charges to and from the Architect's office must be prepaid on samples forwarded. Samples shall be retained by the Architect until the Work for which they were submitted has been accepted.
- G. Materials shall not be ordered until final review is received in writing from the Construction Manager. Materials shall be furnished, equal in every respect to reviewed samples. Where color or shade cannot be guaranteed, the maximum deviation shall be indicated by the manufacturer. Work shall be in accordance with the final reviewed samples.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

SECTION 014529 – TESTING LABORATORY SERVICES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 RELATED REQUIREMENTS

- A. The Owner, through the Construction Manager, will employ and pay for services of a testing agency of their choice to perform specified inspection, sampling, and testing services.
- B. Inspections and testing required by laws, ordinances, rules, regulations or orders of public authorities: General Conditions.
- C. Certification of products and mill test reports: Respective Specifications Sections.
- D. Test, adjust, and balance of equipment: Respective Specification Sections.
- E. Inspection, sampling, and testing: Respective Specification Sections.
- F. Related work specified elsewhere.

1.03 QUALIFICATIONS OF LABORATORY AND SUBMITTALS

- A. Meet requirements of ASTM E329, current edition, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as used in Construction."
 - a. The term "agency" as used in Section 4 of ASTM E329 shall mean the local or closest office of said agency.
- B. Laboratory qualifications for inspection, sampling, and testing of soils and aggregates shall be comparable to the requirements of ASTM E329.
- C. Testing Equipment.
 - a. Calibrated at maximum 12-month intervals by devices of accuracy acceptable to the Architect.
- D. Submit documentation of specified requirements.

1.04 LABORATORY DUTIES, LIMITATIONS OF AUTHORITY

- A. Provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction.
 - a. Comply with specified standards; ASTM, other recognized authorities, and as specified.
 - b. Ascertain compliance with requirements of Contract Documents.
- C. Promptly notify Construction Manager, Architect, and Contractor of irregularities or deficiencies of Work which are observed during performance of services.
- D. Promptly submit three (3) copies of reports of inspections and tests to the Construction Manager, including the following information, as applicable:
 - a. Date issued.
 - b. Project title and number.
 - c. Testing laboratory name and address.
 - d. Name and signature of inspector.
 - e. Date of inspection or sampling.
 - f. Record of temperature and weather.

- g. Date of test.
- h. Identification of product and Specification Section.
- i. Location in project.
- j. Type of inspection or test.
- k. Observations regarding compliance with Contract Documents.
- E. Perform additional services as required by Owner.
- F. Laboratory is not authorized to:
 - a. Release, revoke, alter, or enlarge on, requirements of Contract Documents.
 - b. Approve or accept any portion of Work.
 - c. Perform any duties of the Contractor.

1.05 CONTRACTORS' RESPONSIBILITIES

- A. Cooperate with laboratory personnel to provide access to Work and to manufacturer's operations.
- B. Assist laboratory personnel in obtaining samples at the site.
- C. Notify laboratory sufficiently in advance of operations to allow for their assignment of personnel and scheduling of tests.
- D. Should the Contractors fail to schedule laboratory services or fail to cancel laboratory services, if the need arises, all additional costs shall be borne by the Contractors.
- E. Employ and pay for services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required when initial tests indicate work does not comply with Contract Documents.
 - a. Separate laboratory shall be approved by the Owner, Architect and the Construction Manager.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 TEMPORARY EQUIPMENT AND WORK ITEMS

- A. Provide the following listed temporary equipment and work items; maintain and remove same at completion where applicable.
 - a. Temporary heat, protective enclosures, concrete blankets, straw, etc., for specific items of work such as masonry, drywall, and concrete on the exterior and in the interior prior to the enclosure of the building while cold or inclement weather conditions are encountered while proceeding with work as scheduled.
 - b. Temporary heat for field offices and storage buildings.
 - c. Grounded UL approved extension cords from work area to power source and any additional lighting required to perform the work, and as required by applicable laws, in addition to that provided in Section 015113.
 - d. Restoration of areas damaged by construction operations.
 - e. Removal of snow, frost and ice for work continuance.
 - f. Drinking water for own employees if otherwise not available.
 - g. Receiving of materials at the site.
 - h. Barricades for protection of people and property, including fall protection at roofs, warning signs, traffic control signs, flashers, etc., in addition to barricades specified in Section 015623.
 - i. Acceptable fire protection within five feet (5') of any burning, welding, cutting, or soldering operations.
 - j. Replace barricades removed for convenience or for access to the work.
 - k. Materials hoisting systems as required to expedite the work.
 - 1. Fences around excavations.
 - m. Ladders, scaffolding and similar items for own employees in addition to the facilities provided under Section 015636.

1.03 SPECIAL TOOL REQUIREMENTS

- A. Furnish all necessary power and hand tools to properly perform the work.
- B. Certain electrical power requirements will be furnished by the Electrical Contractor under Section 01511. It is the individual Contractor's responsibility to make his own arrangements with the Electrical Contractor in the event special power requirements are needed for his special tools.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SECTION 015116 – TEMPORARY FIRE PROTECTION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 FIRE PROTECTION

- A. Provide adequate fire protection and fire prevention for the Project and in no case less than that required by applicable federal law(s).
 - a. Minimum provisions, unless otherwise required by law(s), shall be 10# capacity ABC type fire extinguishers, plainly marked and easily accessible, in each area where work is in progress.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SECTION 015136 – TEMPORARY WATER

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 TEMPORARY CONSTRUCTION WATER

- A. Provide temporary water service at a convenient location, maintain the service and remove same at completion.
 - **a.** The Owner will pay for all temporary construction water. Coordinate with Owner thru the Construction Manager for nearest existing water source.

1.03 DRINKING WATER

A. Provide chilled potable drinking water for all construction personnel in general location.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 015136

TEMPORARY WATER 015136 - 1

TEMPORARY WATER 015136 - 2

SECTION 015213 – FIELD OFFICES AND SHEDS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 TEMPORARY STRUCTURES

- A. The Construction Manager, will provide and maintain adequate office space used for Progress Meetings.
- B. Temporary structures required for offices, storage or other purposes in the performance of the Work, shall be located and erected only with approval of the Construction Manager and Owner and shall be removed and the premises shall be cleaned of all debris when directed. The vacated area shall be restored to the original condition when necessary.
- C. All temporary work sheds and offices, if of combustible construction, shall be located at least thirty (30) feet from the building.
- D. Subcontractors requiring power to temporary structures will make their own arrangements for such power as provided in Section 015113.
- E. Costs to relocate temporary structures shall be paid by the relevant subcontractor.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SECTION 015219 – SANITARY FACILITIES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 TEMPORARY SANITARY FACILITIES

- A. Subcontractor shall provide portable type toilets for the duration of the project.
- B. Adequate facilities shall be provided for all workmen on the Project and in no case less than those required by applicable federal law(s).
- C. Keep facilities clean and sanitary.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 015219

SANITARY FACILITIES 015219 - 1

ZEPHYER DOME DEMOLITION BID PACKAGE 01: DEMOLITION

RUSSELL APRIL 2019

SANITARY FACILITIES 015219 - 2

SECTION 015623 – TEMPORARY BARRICADES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 <u>BARRICADES</u>

A. All subcontractors shall provide barricades as associated with their scope of work.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SECTION 015626 – TEMPORARY FENCING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 SCHEDULING

A. Provide temporary fencing to outline limits of site usage prior to start of other work as directed by the Construction Manager.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Fencing to be six (6) feet high chain link with gates. Fabric to be 9 ga. galvanized wire mesh.
- B. Fencing shall be new plastic snow-type fencing, four (4) feet high, with 2x4 wood top rail. Posts shall be heavy-duty studded steel T-posts, 1-3/8" x 1-3/8" x 7/64" thick by 4' tall.

PART 3 – EXECUTION

3.01 <u>INSTALLATION</u>

- A. Chain link
 - a. Install construction perimeter fencing as directed by the Construction Manager.
 - b. Space posts ten (10) feet o.c. and drive three (3) feet into ground. Fasten fence to each post with five (5) fasteners.
 - c. Provide gate posts and gates for two (3) 20'-0" wide openings (each opening to contain two (2) 10'-0" leaves) with forked type of plunger type latch to permit operation from either side of gate with padlock eye as an integral part of latch.
- B. Plastic
- a. Install construction perimeter fencing as directed by the Construction Manager.
- b. Space posts eight (8) feet o.c. and drive three (3) feet into ground. Fasten fence to each post with five (5) fasteners.
- c. Fence to incorporate continuous wood top rail (2x4). Fasten fence to top rail

3.02 <u>MAINTENANCE</u>

- A. Maintain fencing in good repair until completion of the Project unless directed otherwise by the Construction Manager.
- B. Relocate fencing if necessary due to construction progress when directed by the Construction Manager.
- C. Remove fencing from site when directed by the Construction Manager.

END OF SECTION 015626

TEMPORARY FENCING 015626 - 1

TEMPORARY FENCING 015626 - 2

SECTION 015633 – UTILITY PROTECTION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 PROTECTION

- A. Existing utility lines and structures indicated or known, and utility lines constructed for this Project shall be protected from damage during construction operations.
- B. Locate and flag all lines and structures before beginning excavation and other construction operations.

1.03 REMOVAL AND RELOCATION

A. When utility lines and structures that are to be removed or relocated are encountered within the area of operations, notify the Construction Manager and affected utility in ample time for the necessary measures to be taken to prevent interruption of the services.

1.04 UNKNOWN LOCATIONS

- A. Damage to existing utility lines or structures not indicated or known shall be reported immediately to the Construction Manager and the affected utility. If determined that repairs are required under the Contract, the cost of such repairs will be covered by Change Order.
- B. Record locations of utility lines or structures on "Project Record Drawings" maintained at the jobsite by the Construction Manager.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 015633

UTILITY PROTECTION 015633 - 1

UTILITY PROTECTION 015633 - 2

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 **JOB CONDITIONS**

- A. Existing Conditions
 - a. Inspect all trees and plants near building site.
- B. Scheduling
 - a. Protective fencing shall be in place before commencement of any other work.

PART 2 – PRODUCTS

2.01 <u>MATERIALS</u>

A. Fencing shall be new plastic snow-type fencing, four (4) feet high. Posts shall be heavy-duty studded steel T-posts, 1-3/8" x 1-3/8" x 7/64" thick by 4' tall.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Trees to be protected shall have fencing placed completely around the tree at the full spread of the branches.
- B. Plants to remain shall have fencing placed completely around individual or groups of plants 1' beyond edge of plants.
- C. Existing lawn and other areas to be left undisturbed shall have fencing placed where indicated or as required for protection.
- D. Space posts 6' o.c. and drive 3' into the ground. Fasten fence to each post with five (5) fasteners.
- E. Place warning signs on tree protective fencing stating, "Do Not Store Materials Within Fence".

3.02 MAINTENANCE

- A. Maintain fencing in good repair until completion of the Project unless directed otherwise by the Construction Manager.
- B. Remove fencing when directed by the Construction Manager.

SECTION 015713 – TEMPORARY EROSION & SEDIMENT CONTROL

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 QUALITY ASSURANCE

- A. Conform to requirements of regulatory agencies as called for in the General Conditions.
 - a. The following list is included as a bidding and construction aid and does not necessarily represent all affected agencies.
 - i. Environmental Protection Agency.
 - ii. Corps of Engineers.
 - iii. Department of Agriculture, Soil Conservation Service.
 - iv. State of Illinois, Stream Pollution Control Board.
 - v. State of Illinois, Department of Natural Resources, Division of Water.
 - vi. County and municipal regulatory agencies.
 - b. Reference Standards.
 - i. The latest issues of the following documents form a part of this Specification to the extent indicated hereinafter.
 - 1. Illinois Department of Transportation, "Standard Specification" (IDOT).
 - 2. U.S. Department of Agriculture, Soil Conservation Service, Agriculture Information Bulletin 343, "Controlling Erosion on Construction Sites".

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Mulches and Binding Material.
 - a. Where permitted by agency having jurisdiction, straw bales shall be wire bound, unweathered, wheat straw containing no viable seeds of noxious weeds as defined by Illinois Seed Law.
 - i. When bales are used for sediment traps, provide two (2) 36" stakes per bale.

PART 3 – EXECUTION

3.01 INSTALLATION

A. General:

- a. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits.
- b. Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative.

- c. The area of bare soil exposed at any one time by construction operations should be held to a minimum. Stream crossing by fording with equipment shall be limited to control turbidity and in areas of frequent crossings temporary culverts or bridge structures shall be installed. Any temporary culverts or bridge structures shall be removed upon completion of the Project.
- d. Fills and waste areas shall be constructed by selective placement to eliminate silts or days on the surface that will erode and contaminate adjacent streams.
- B. Temporary anti-mud tracking road and wheel wash area.
 - a. Verify removal of topsoil as specified in Section 02210, Site Clearing.
 - b. Spreading of compacted aggregate shall comply with IDOTSS 303.09.
 - c. Renew surface as often as required to provide 100% protection against mud tracking on public roads.
 - d. Remove as required for installation of other work as required by work sequence schedule. Clean wheel sediment trap to maintain basin.
- C. Straw Bale Sediment Filters.
 - a. Install straw bales (laid end to end) for erosion and sediment traps. Bales generally are to be placed along a line twenty (20) feet beyond toe of slopes, around sediment settling basins, wheel wash areas, and other such locations as indicated. Remove sediment before it reaches the 1/3 point on the bales. Maintain bales in position until permanent grass is sown and mulched.
- D. Diversion ditches, sediment basins and erosion repair.
 - a. Construct diversion ditches along the top of all slopes, provide chutes along the slopes from diversion ditches to sediment basins located at the toe of slopes. Ditches, chutes and sediment basins to be large enough to carry a one year storm of 30 minutes duration. Chute to be constructed of polyethylene sheeting or other approved material. Repair all slope and ditch erosion after each rainfall and clean sediment basins to maintain capacity. Maintain all work until installation of permanent lawn or planting. Remove when and as directed.
 - b. Readjust location of control devices when and as necessary to prevent sediment from entering streams or sewers.

3.02 MAINTENANCE

- A. Sediment Traps and Diversion Ditches
 - a. Maintain until installation of permanent construction.
 - b. Remove sediment and redistribute on site where directed. Maximum allowable depth of sediment in any trap shall be 33%.

SECTION 015719 - TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 APPLICABLE REGULATIONS

A. In order to prevent, and to provide for abatement and control of any environmental pollution arising from the construction activities of the Contractor and his Subcontractors in the performance of this Contract, they shall comply with all applicable federal, state, and local laws, and regulations concerning environmental pollution control and abatement as well as the specific requirements stated elsewhere in the Contract Documents.

1.03 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

A. All items having any apparent historical or archaeological interest that are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the Architect so that the proper authorities may be notified.

1.04 PROTECTION OF WATER RESOURCES

- A. The Contractor shall not pollute water resources with fuels, oils, bitumens, calcium chloride, acids, or harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable federal, state, county, and municipal laws concerning pollution of rivers and streams. All Work under this Contract shall be performed in such a manner that objectionable conditions will not be created in water resources through or adjacent to the Project areas.
 - a. Spillages: At all times of the year, special measures shall be taken to prevent chemicals, fuels, oils, grease, bituminous materials, waste washings, herbicides and insecticides, and cement from entering water resources.
 - b. Disposal: If any waste material is dumped in authorized areas, the Contractor shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated, disposed of as directed by the Architect, and replaced with suitable fill material, compacted and finished with topsoil, all at the expense of the Contractor.

1.05 PROTECTION OF FISH AND WILDLIFE

A. The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. Fouling or polluting of water will not be permitted. Wash waters and wastes shall be processed, filtered, ponded, or otherwise treated prior to their release into the storm sewers or streams.

1.06 PROTECTION OF MONUMENTS, MARKERS, AND ART WORK

A. Monuments and markers shall be protected before beginning operations near them.

1.07 <u>MAINTENANCE OF ENVIRONMENT PROTECTION CONTROL FACILITIES</u> <u>DURING CONSTRUCTION</u>

A. During the life of this Contract, the Contractor shall maintain all facilities constructed for pollution control under this Contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SECTION 015723 – TEMPORARY STORM WATER POLLUTION CONTROL

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 WATER CONTROL

- A. Protect excavations, trenches and structure from damage by rain water, ground water, backing-up of drains and sewers and from all other water. Provide pumps, well points, equipment and enclosures to provide protection for the Work.
- B. Dewatering of excavations as needed.
- C. Install approved temporary erosion control devices when discharge velocity of pumping equipment causes soil erosion at the point of discharge.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SECTION 015726 - SITE WATERING FOR DUST CONTROL

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 QUALITY ASSURANCE

A. Comply with the requirements of the Air Pollution Control Board of the State of Illinois and other specified requirements.

1.01 DUST CONTROL

- A. The Contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas on or off site free of dust.
- B. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment, or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times; and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Sprinkling that causes much tracking of public roads will not be allowed and other approved methods must be used.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SECTION 017413 – PROGRESS CLEANING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 PURPOSE

- A. The purpose of this Section is to define and emphasize the responsibilities of the Construction Manager and each Subcontractor to remove his rubbish and debris from the construction area as follow:
 - a. Each Subcontractor shall execute housekeeping to keep his work, the site and adjacent properties free from accumulations of construction operations and as follows:
 - i. Clean up all waste materials, rubbish and debris resulting from his own operations at such frequencies as required by the Construction Manager; but as a minimum on a daily basis.
 - ii. Place waste materials, rubbish and debris outside the building in rubbish containers, as provided under Section 017419.
 - iii. Repair, patch, and touch up marred surfaces to match adjacent finishes damaged by his own operations.
 - iv. Leave all work areas in a "broom clean" condition at the completion of their work for the day.
 - v. Participate in joint clean up as directed by the Construction Manager.
 - b. The Construction Manager shall be responsible for the following items of cleaning and debris control:
 - i. Oversee cleaning and ensure the building and grounds are maintained free from accumulations of waste materials, rubbish, and debris.
 - ii. The Construction Manager may, from time to time schedule joint trade clean-up times in which all Subcontractors shall provide labor, in proportion to the manpower employed during the time period, to clean up all debris.
 - c. **Each Subcontractor** is financially responsible for his own clean-up operations. Clean-up must be timely as well as thorough in order to meet safety regulations and permit other Subcontractors to perform without hindrance from dirt and debris. Subcontractors failing to meet housekeeping requirements will be charged for services arranged by the Construction Manager. The Construction Manager reserves the right to proceed with clean up at the Subcontractor's expense with a twenty-four hour written notice (which may be faxed).
 - d. The cost of this work shall be included in the Subcontractor's Bid and must appear as a line item on the "Schedule of Values" as 1% of the total contract amount.
- B. Each Friday afternoon, and more often if necessary, the Contractors shall perform an overall cleanup of the entire Project, including a broom cleaning. Each Contractor will be required to provide one (1) worker for two (2) hours minimum to participate in general building and site clean-up. This work will be directed by the Construction Manager. Rubbish Containers will be provided per Section 017419.

1.03 <u>SAFETY REQUIREMENTS</u>

PROGRESS CLEANING 017413 - 1

A. Hazards Control

- a. Store volatile wastes in covered metal containers, and remove from premises daily.
- b. Prevent accumulation of wastes which create hazardous conditions.
- c. Provide adequate ventilation during use of volatile or noxious substances.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - a. Do not burn or bury rubbish and waste materials on Project site.
 - b. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm of sanitary drains.
 - c. Do not dispose of wastes into streams or waterways.

PART 2 – PRODUCTS

2.01 <u>MATERIALS</u>

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- C. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- D. Use sweeping compound when broom-cleaning concrete floors for dust control.
- E. Each Contractor shall provide his own cleaning materials and equipment.

PART 3 – EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. Daily during progress of work, clean site and public properties and dispose of waste materials, debris and rubbish in dumpster type rubbish container provided under Section 017419.
- D. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- E. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- F. Place no new work on dirty surfaces.

END OF SECTION 017413

PROGRESS CLEANING 017413 - 2

SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT & DISPOSAL

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes: Administrative and procedural requirements for construction waste management activities.
 - a. Related section, Demolition and Salvage
- B. Bulk debris from Earthwork, Concrete, Masonry, Roofing, Landscaping, or other activities that create bulk waste shall be removed by the respective contractor. The Construction Manager will maintain dumpsters for general waste and miscellaneous recyclable materials for use by all. Wood scraps, drywall scraps, boxes, cut ends of material and similar shall be considered general waste and can be placed in these dumpsters. All trash must be sorted by type by the trade that produced it and properly placed in the respective dumpster. Boxes must be broken down before being placed in the proper dumpster.

1.02 DEFINITIONS

- A. Construction, Demolition, and Land-clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land-clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.
- B. Salvage: Recovery of materials for on-site reuse, or offsite sale or donation to a third party.
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Grinding of concrete for use as sub-base material. Chipping of land-clearing debris for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
 - a. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
 - b. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, is used to recover recyclable materials. Co-mingled containers are to be taken to a material recovery facility with at least a 50% co-mingled recycling rate.

1.03 SUBMITTALS (Not Used)

1.04 PERFORMANCE REQUIREMENTS (Not Used)

1.07 WASTE MANAGEMENT REPORT (Not Used)

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 CONSTRUCTION WASTE MANAGEMENT, GENERAL

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.
- B. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.
- C. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.
- D. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.
- E. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.02 SOURCE SEPARATION

- A. General: Separate recyclable materials from CDL waste to the maximum extent possible. Separate recyclable materials by type.
 - a. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
 - b. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - c. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
 - d. Store components off the ground and protect from weather.

3.03 CO-MINGLED RECYCLING

A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

3.04 REMOVAL OF CONSTRUCTION WASTE MATERIALS

- A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.
- B. Transport CDL waste materials off Owner's property and legally dispose of them.
- C. Burning of CDL waste is not permitted.

SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.
- B. Refer to the amended General Conditions of the Subcontract for Substantial Completion and final payment.

1.02 SUMMARY

- A. Closeout is hereby defined to include general requirements near end of Contract Time in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner, and similar actions evidencing completion of Work. Specific requirements for individual units of Work are specified in Sections of Divisions 2 through 48. Time of closeout is directly related to "Substantial Completion".
- B. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
 - a. Substantial Completion
 - b. Final Completion
 - c. Punch list
 - d. Correction of Work period
 - e. Project record documents
 - f. Certification of code compliance
 - g. Operation and maintenance manuals
 - h. Instructions for the Owner's personnel

1.01 SUBSTANTIAL COMPLETION

- A. Substantial Completion is defined as the point at which the Work, or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the Owner for its intended purposes. Intended purpose is defined to mean usable from an operational and safety standpoint. The Owner at its sole discretion may, after obtaining the necessary approvals and certificates, take Beneficial Occupancy at this time or choose to wait to occupy until after Final Completion is achieved.
- B. Substantial Completion Requirements To be considered substantially complete, the following items shall be addressed (as applicable)
 - a. Advise Owner of pending insurance changeover requirements.
 - b. Make final changeover of locks and transmit keys to Owner and advise Owner's personnel of changeover in security provisions.
 - c. Advise Owner of changeover in utilities.
 - d. Complete start-up testing of systems and instructions of Owner's operating/maintenance personnel. Discontinue and remove from project site temporary facilities and services, along with construction tools, mock-ups, and similar elements.

- e. Obtain and submit releases enabling Owner's full and unrestricted use of the Work and access to services and utilities, including occupancy permits, operating certificates, and similar releases.
- f. Complete final cleaning-up requirements. Refer to Section 017423 Final Cleaning.
- g. Touch up and otherwise repair and restore marred, exposed finishes.
- C. Inspection Procedures On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - a. The Architect will repeat inspection when requested and assured that the work is substantially complete.
 - b. Results of the completed inspection will form the basis of requirements for final acceptance.

1.02 FINAL COMPLETION

- A. Final Completion is defined as the point at which all Work is complete, in accordance with the Contract Documents.
- B. Final Completion Requirements To be considered complete, the following items shall be addressed (as applicable)
 - a. Submit final payment request, with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and complete operations where required.
 - b. Copy of the Project Punch List, stating that each item has been completed or otherwise resolved for acceptance.
 - c. Submit record drawings, maintenance manuals, and similar final record information.
 - d. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, agreements, final certifications, and similar documents.
 - e. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
 - Submit certification of code compliance for mechanical and electrical sections of work.
 - g. Submit certification stating that no materials containing asbestos were incorporated into the work.
 - h. Plumbing Contractor shall submit certification stating that no flux or solder used for drinking water piping contained more than 0.2 percent lead, and that no pipe or fittings used for drinking water piping contained more than 8.0 percent lead.
 - i. Submit consent of surety to final payment.
 - j. Submit evidence of final, continuing coverage complying with insurance requirements.
 - k. Submit a final liquidated damages settlement statement, if applicable. Final unconditional waiver of liens, prepared on AIA Documents G706, G706A, and Consent of Surety 707.
 - 1. Submit Final Verification of the number of jobs created or maintained in Galesburg and Knox Co. as a result of this project.

- C. Re-inspection Procedure: The Architect will re-inspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
 - a. Upon completion of re-inspection, the Architect will prepare a <u>certificate of final acceptance</u>. If the work is incomplete, the Architect will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.01 PUNCH LIST

- A. Project punch list is defined as a list of items within a project, which remains to be replaced or completed in accordance with the requirements of the contract documents at the time of substantial completion.
- B. Prior to the preparation of a Project Punch List, Construction Manager shall prepare a prepunch list to verify readiness of the Work.
- C. After preparation of pre-punch list, the Construction Manager, Architect, and Owners Representative (optional) shall inspect the Work, and prepare the Project Punch List for use to expedite proper completion of the Work.
- D. The pre-punch list and Project Punch List will be transcribed by the Construction Manager utilizing an iPad or similar device.
- E. The Project Punch List will be generated and distributed during the course of the inspection of the Work. The Project Punch List will include the following categories.
 - a. Item number
 - b. Date recorded
 - c. Description including room number and location
 - d. Trade or responsible party
 - e. Timeline for correction
- F. Construction Manager to distribute the Project Punch list within 2 working days of the preparation of the Project Punch List.
- G. Standard timeline for correction for punch list items to be 5 days following receipt of the Project Punch List.
- H. If the responsible party fails to complete the items on the punch list with in the specified time, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the assigned contractor or subcontractor.
- I. If more than one inspection by the Architect for the purpose of evaluating corrected work for a Contractor is required by the subject list of items to be completed or corrected, it will be performed at the Contractor's expense.
- J. At the time of the Substantial Completion Inspection, the Architect discovers excessive additional items requiring completion or correction; the Architect may decline to continue the inspection, instructing the Construction Manager as to the general classification of deficiencies which must be corrected before the Architect will resume the Substantial Completion Inspection.

3.02 CORRECTION OF WORK PERIOD (WARRANTY)

- A. Prior to the expiration of the one year correction of work period (warranty), the Architect and Construction Manager will check to see if additional Work by the Contractor(s) is needed to make good on the warranties. An itemized list will be furnished to the Contractor for corrective or replacement work.
- B. This Work shall be completed immediately by the Contractor(s) after receiving notification.

3.03 PROJECT RECORD DOCUMENTS

- A. Project Record Documents include drawings, project manual, and product data.
- B. Each subcontractor shall update "Project Record Drawings" on prints set-aside especially for this purpose on the job. Drawings shall incorporate changes made in the Work of the respective trades during the construction period. Such changes shall be indicated at the time they occur.
 - a. Accurately record information in an understandable drawing technique.
 - b. Record data as soon as possible after obtaining it. Record and check markup prior to enclosing concealed installations.
- C. The Construction Manager shall maintain at the job site one copy of Drawings, Project Manual, addenda, final shop drawings, change orders, field orders, other contract modifications, and other documents submitted by the subcontractor, in compliance with various Sections of the Project Manual.
- D. Each of these project record drawings shall be clearly marked "Project Record Document", maintained in good condition; available for observation by the Architect; Mark these drawings to show the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:
 - a. Dimensional changes to the Drawings.
 - b. Significant detail not shown in the original Contract Documents including Change Orders or Construction Change Directives.
 - c. The location of underground utilities and appurtenances, dimensionally referenced to permanent surface improvements.
 - d. The location of internal utilities and appurtenances concealed in building structures, referenced to visible and accessible features of the structures.
 - e. Revisions to details shown on the Drawings.
 - f. Revisions to routing of piping and conduits.
 - g. Revisions to electrical circuiting.
 - h. Revisions to actual equipment locations.
 - i. Revisions to duct size and routing.
 - j. Changes made following the Architect's written orders.
 - k. Details not on original Contract Drawings.
 - 1. Charts and locations of concealed work.
 - i. The plumbing and HVAC Contractors shall prepare a suitable chart identifying and locating each concealed control or other concealed items requiring repair, adjustment, and maintenance.
 - ii. Charts shall list each item, together with its function, item number, and location.
 - iii. Locations throughout the building shall be identified on the wall or ceiling by permanent, non-obstructive plates, labels, or other approved means secured in a permanent manner.

- iv. Chart details, identification methods, locations, and methods of attachment shall be as approved by the Architect's representative at the jobsite upon full submission of proposed procedures and proper execution of same.
- E. Keep project record documents current. Do not permanently conceal work until the required information has been recorded.
 - a. Note Construction Change Directive numbers, alternate numbers, change order numbers, and similar identification.
- F. During the construction period, maintain one copy of the Project Manual, including addenda and modifications issued, for Project Record Documents purposes.
 - a. Mark the Specifications to indicate the actual installation where the Installation varies from that indicated in Specifications and modifications issued. Note related project record drawings information, where applicable. Give particular attention to substitutions, selection of product options, and information on concealed installations that would be difficult to identify or measure and record later
- G. Monthly, record changes for the work of Divisions 2 through 48 on the Construction Manager's "Project Record Documents".
 - a. Electronic Record Set to be managed by the Construction Manager
 - b. Paper Record Set in Jobsite Trailer
 - c. The Construction Manager's record drawings will be submitted to the Owner.
 - d. Pay Applications may be held up if subcontractor fails to maintain current record documents.
- H. At the completion of the project, each subcontractor shall submit two (2) hard and one (1) electronic copy all operation and maintenance manuals, warranties and as-built drawings to the Construction Manager.

3.04 CERTIFICATION OF CODE COMPLIANCE

- A. Prior to final payment the Contractors indicated below shall submit through the Construction Manager to the Architect letters of certification of code compliance as noted on project documents:
 - a. The Mechanical Sub Contractor.
 - b. The Electrical Sub Contractor.

3.05 MAINTENANCE AND OPERATING MANUALS

- A. At the time of subcontractor's pay application reaches <u>75 percent complete</u>, each subcontractor shall submit to the Construction Manager one copy of a rough draft for a comprehensive Maintenance and Operating Manual presenting complete directions and recommendations for the proper care and maintenance of visible surfaces as well as maintenance and operating instructions for equipment items which he has provided.
 - a. If the project is being constructed in Phases, provide Maintenance and Operating Manuals at the completion of each Phase of Work.
- B. Operating instructions shall include necessary printed directions for correct operations, adjustment, servicing, and maintenance of movable parts. Also included shall be suitable parts lists, final shop drawings, diagrams showing parts location and assembly, information specified in individual Specification Sections and the following:
 - a. Emergency Instructions.
 - b. Copies of specific warranties.

- c. Wiring diagrams.
- d. Recommended maintenance procedures and turn around times.
- e. Inspection and system test procedures.
- f. Precautions against improper maintenance and exposure.
- C. Upon Architect's review and prior to issuance of final payments, each subcontractor shall submit two (2) hard and one (1) electronic copy of the corrected and completed maintenance manuals to the Construction Manager.
 - a. If the project is being constructed in Phases, provide Maintenance and Operating Manuals at the completion of each Phase of Work.
- D. Finished manuals shall be loose-leaf type with hardboard covers and titled tabs identifying each particular portion of the Work.
- E. For each titled item or work portion, manual must provide the name, address, and phone number of the following parties:
 - a. Contractor/Installer
 - b. Manufacturer
 - c. Nearest dealer/supplier
 - d. Nearest agency capable of supplying parts and service
- F. For each manual label on front cover or spine shall indicate the following information:
 - a. Project name and address
 - b. Owner's name
 - c. Name and address of Architect
 - d. Name and address of Construction Manager
 - e. Date of submission

3.06 <u>INSTRUCTIONS FOR THE OWNER'S PERSONNEL</u>

- A. Arrange for each Installer of equipment that requires regular maintenance and noted in technical sections, to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if Installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
 - a. Maintenance manuals
 - b. Record documents
 - c. Spare parts and materials
 - d. Tools
 - e. Lubricants
 - f. Fuels
 - g. Identification systems
 - h. Control sequences
 - i. Hazards
 - j. Cleaning
 - k. Warranties and bonds
 - 1. Maintenance agreements and similar continuing commitments
- B. As part of instruction for operating equipment, demonstrate the following procedures:
 - a. Startup
 - b. Shutdown
 - c. Emergency operations
 - d. Noise and vibration adjustments
 - e. Safety procedures
 - f. Economy and efficiency adjustments

- g. Effective energy utilization C. Complete Verification of Owner Training form.
- D. Owner training sessions are required to be filmed and transferred to the owner for their future use.

END OF SECTION 017700

SECTION 024116 – STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Demolition and removal of buildings.
- 2. Removing below-grade construction.
- 3. Disconnecting, capping or sealing, abandoning in-place and removing site utilities.
- 4. Salvaging items for reuse by Owner.

1.2 MATERIALS OWNERSHIP

A. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. No items are intended to be salvaged.

1.3 SUBMITTALS

- A. Proposed Protection Measures: Submit informational report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of building demolition with starting and ending dates for each activity.
- C. Inventory of items to be removed and salvaged.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.
- C. Predemolition Conference: Conduct conference at Project site.

1.5 PROJECT CONDITIONS

A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.

- B. Owner assumes no responsibility for buildings and structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work. Coordinate with Owners asbestos abatement contractor.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Construction Manager and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. On-site storage or sale of removed items or materials is not permitted.
- E. Arrange demolition schedule so as not to interfere with Owner's on-site operations or operations of adjacent occupied buildings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting demolition operations.

3.2 PREPARATION

- A. Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.
- B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
 - 1. Owner has verified that all utilities have been disconnected.
- C. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
- D. Salvaged Items:

1. There are no salvaged items.

3.3 PROTECTION

- A. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
- B. Temporary Protection: Erect temporary protection, around existing trees to remain.
 - 1. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 2. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
 - 3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 4. Provide protection to ensure safe passage of people around building demolition area.
- C. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.4 DEMOLITION

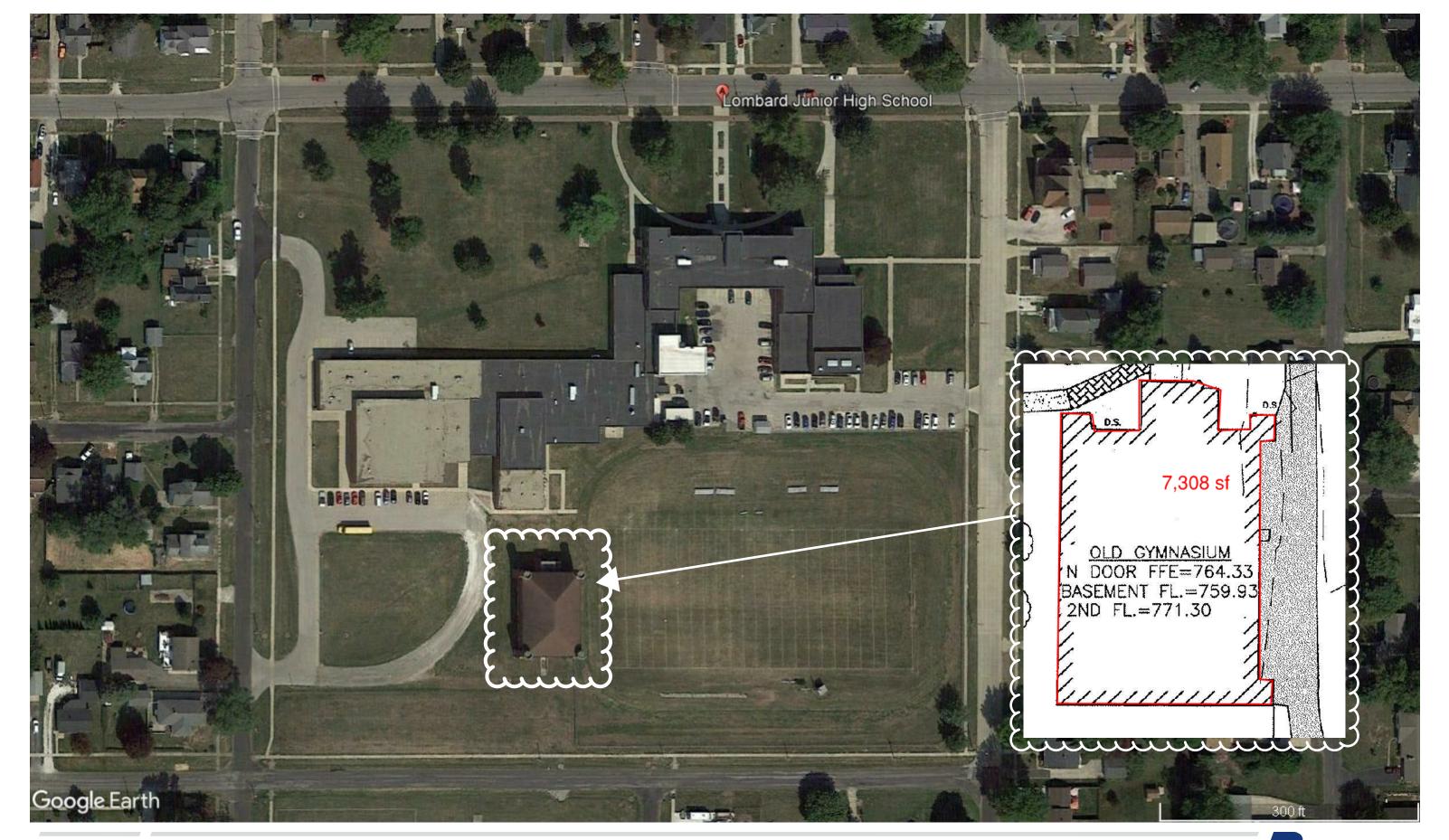
- A. General: Demolish indicated buildings completely. Use methods required to complete the Work within limitations of governing regulations.
 - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 - 2. Maintain fire watch during and for at least 2 hours after flame cutting operations.
 - 3. Maintain adequate ventilation when using cutting torches.
 - 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
- C. Explosives: Use of explosives is not permitted.

- D. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- E. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- F. Demolish foundation walls and other below-grade construction.
 - 1. Remove below-grade construction, including basements, foundation walls, and footings, completely.
- G. Existing Utilities: Coordinate demolition or abandonment of utilities with Construction Manager.
- H. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials.
- I. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.5 CLEANING

- A. Remove demolition waste materials from Project site and legally dispose of them in an EPA- approved landfill acceptable to authorities having jurisdiction.
- B. Do not burn demolished materials.

END OF SECTION 024116

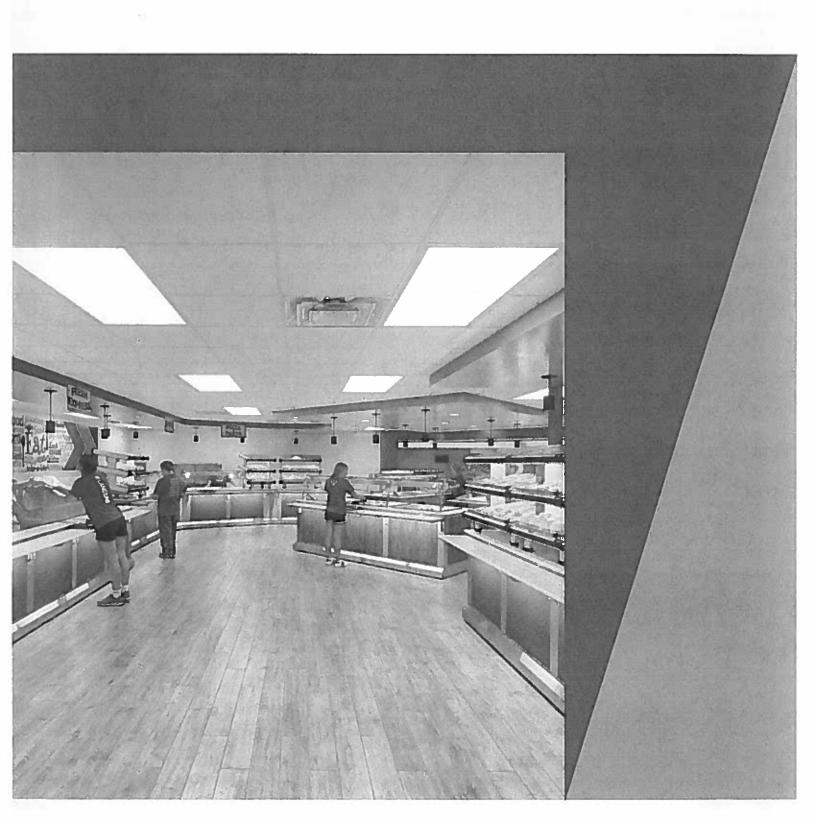




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GALESBURG SCHOOL DISTRICT

CLEVENGER | A//OCIATE/



April 01, 2019

Ms. Jennifer Hamm Assistant Superintendent of Finance and Operations Galesburg CSD #205 932 Harrison Street Galesburg, Illinois 61401

Reference: Galesburg School District #205

Foodservice Consulting Services

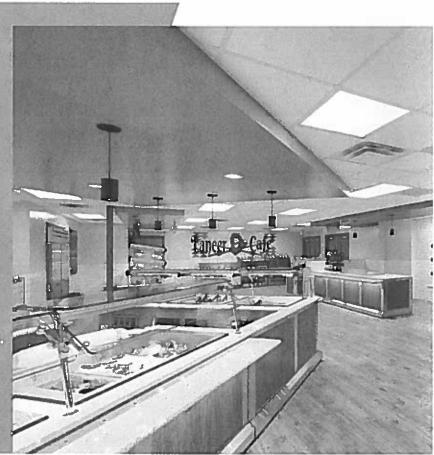
Dear Ms. Hamm,

Thank you for requesting our proposal for food facilities consulting and design services on this project. Services are proposed which reflect our understanding of the project requirements. On acceptance, this agreement is to be between Galesburg CSD #205 (Client) and Clevenger Group Inc., dba Clevenger Associates - Midwest Office (Consultant).

PROJECT SUMMARY.

It is our intention to establish a set of parameters that the district will use throughout the design and construction process that will take place over the life of the district realignment project.

It is our goal to protect project integrity from start to finish by exploring all of the various options and objectives early on in the process. This will keep the team focused on the final outcomes desired for the foodservice operation.



PROJECT APPROACH.

Our approach to this project will be split into 2 phases of work. The first phase will be a master planning exercise for the entire needs of the district food service department. The 2nd phase is the full service design of the four schools (King, Steele, Lombard and High School). Below, please find our project approach for each phase.

phase I - management advisory and planning



There will be many decisions to be made in the early stages of the project in order to execute a design plan that matches the needs of the district food service department. The following items will need to be studied and considered during the programming phase:

- Spatial Requirements by Building
- Building Enhancements to Support New Model
- Menu Structure (Central Kitchen and Onsite Preparation)
- Scratch Cooking Recipes and Equipment Requirements
- Packaging, Distribution, and Service Requirements
- Storage Requirements (Satellite & Central Kitchen)
- Warewashing (Satellite & Central Kitchen)
- Existing Equipment Reuse and/or Disposal
- Basic Equipment Package for Satellite Operations
- Equipment Sizing and Equipment Package Central Kitchen
- Data Logging (HACCP) Capability in Central Kitchen
- Cold Storage Alarm System Dial-up or BIM
- Transportation Considerations Delivery Times
- Labor Requirements in all kitchens
- Security & Cost Controls
- Sustainability in Relation to Building Operational Costs
- Sustainable Equipment Selection
- Asset Tracking

PROJECT APPROACH.

phase I - management advisory - high-level schematic design

Once the programming effort is underway, and substantial decisions have been reached, we will move to begin high-level schematic design of each building. We will provide high-level schematic design drawings for each school and discuss issues affecting design with the owner, architectural, and engineering teams. During this phase we will be exploring options for optimal workflow in each building as well as addressing any constraints that may exist. We will also explore the best traffic flow for moving students through the service lines for optimum speed of service. This exercise will allow us to address building constraints or spatial issues before design progresses to the next level. We need to carry the design intent forward as it applies to the foodservice elements of the design and ensure that these elements are understood by all parties.

We are planning for two to three in person meetings with district administration during the programming and high-level schematic design phases. Conference calls and/or electronic meetings will be scheduled as may be required. We will present our high-level schematic design plans for each school building at one additional face-to-face meeting with district administration.

We believe that the programming effort will require two to three face-to-face meetings with district administration. There may also be electronic meetings scheduled as might be required and included in the fees stated below.

PROJECT APPROACH.

PROJECT SCOPE - PHASE II.

This is a full-service proposal. Service and deliverables outlined are not intended to be inclusive of all efforts needed to successfully complete the assignment.

phase II - schematic design phase

- Become familiar with provided operating standards and project design criteria.
- Assist in the development and refinement of schematic design plans. Coordinate schematic design plans with Client, Operator and Design Team. Schematic plans will show sizes and locations of major functions and general room arrangement for optimum flow of material and labor.
- Develop a preliminary CAD or Revit equipment layout for schematic design review.

phase II - design development phase

- Follow schematic plan approval, develop itemized equipment plans of the proposed facility for kitchen, food storage, and serving areas. Locate all items of equipment on plans and prepare itemized equipment schedules.
- Provide itemized equipment cost estimates.
- Submit a detailed booklet of suggested manufacturer data sheets.
- Provide utility load information to engineers as required.
- Revise plans as necessary for updated architectural backgrounds and finalize for 100% design development submission.

PROJECT SCOPE CONT.

phase II - construction documents phase

- After design development plan and budget approval, prepare final drawings and specifications of the food service equipment based on background architectural plans.
- Prepare plumbing, electrical, building works, ventilation, and refrigeration and conduit rough-in plans reflecting point of connection indicating the required size and the height of each utility. Any special building conditions required for food service equipment will be shown on the building works drawing. Consultant drawings will be prepared as follows:
 - Equipment plans showing layout(s).
 - Utility schedules reflecting utility requirements.
 - Plumbing and electrical rough-in and connection requirements.
 - Building conditions plans showing curbs, depressions and special building requirements for the food facilities.
 - Ventilation plans showing any equipment ventilation requirements.
 - Plans will illustrate schematic refrigeration line (if any).
 - Where necessary, custom-fabricated equipment elevations, sections, and details will be prepared at ½" scale showing construction techniques.
- Provide utility notes and details for inclusion into the architectural and engineering drawings and specifications. These notes contain supplemental information defining points of departure for the various building trades.
- Detail all specially fabricated equipment in order that competitive bids can be obtained from qualified contractors.
- Provide necessary information to the Architect for Health Department submittal. Building or Health Department comments on food service equipment will be incorporated into equipment drawings.

PROJECT SCOPE CONT.

phase II - construction administration phase

- Review initial submissions of manufacturer shop drawings, KEC prepared rough-in drawings, equipment brochures and other submittals from the chosen Foodservice Equipment Contractor for compliance with final drawing and specifications. Checking re-submittals, for KEC deficient initial submittals, to be on a time/expense basis. Confirm submittal compliance with final drawings and specifications.
- Respond to Requests for Information (RFI) for other project team members regarding scope of work for this discipline.
- Provide (1) final inspection of the installation. This will include preparation of a comprehensive inspection list to the KEC with copies to the Owner, outlining any deviations from the final drawings and specifications.

MEETINGS.

Consultant will attend a schematic design review meeting for Lombard, King, and Steele schools prior to starting design development. A similar meeting will follow for the High School. Consultant will attend coordination meetings prior to or during early construction documents phase. A final inspection and punch list will be scheduled at substantial completion of all schools. Electronic means of communication to be used where practical. Consultant is to be excused from any meetings where this discipline is not on the agenda.

SCHEDULE.

Consultant is staffed to meet any reasonable timeline.



FEE PROPOSAL.

Galesburg CSD #205						49.75
Design Fee by School						
		Lombard	King	Steele	High School	TOTAL
Management Advisory Services	District Master Planning					\$10,000
Schematic Design Phase		\$1,280	\$1,280	\$1,280	\$9,600	\$13,440
Design Development Phase		\$2,560	\$2,560	\$2,560	\$19,200	\$26,880
Construction Drawings Phase		\$1,600	\$1,600	\$1,600	\$12,000	\$16,800
Construction Administration Phase		\$960	\$960	\$960	\$7,200	\$10,080
	TOTAL	\$6,400	\$6,400	\$6,400	\$48,000	\$77,200
OPTIONAL DESIGN SERVICES						
- SILAS Line Reconfiguration		\$3,200				\$3,200

Hourly rates scheduled are to apply to any optional services delivered or any authorized changes after approvals, schedule revisions, etc.

Principal/Partner/Officers	165 Hour
Sr. Project Manager	125 Hour
Project Manager	95 Hour
CAD Draftsperson	80 Hour
Administrative Support	80 Hour

Should the scope of the project vary significantly, it is agreed the fee limits will be adjusted accordingly. Consultant fees are based on using standard procedures, formats for drawings, specifications, contractor submittals and invoices. Special requirements will be accommodated on a time and materials basis.

OPTIONAL ADDITIONAL SERVICES.

The following services are offered by Clevenger Associates and can be added to the project for an additional fee. This list is not all inclusive of the services that Clevenger provides. Please contact us in regards to any additional services requested and associated fees.

MANAGEMENT ADVISORY SERVICES

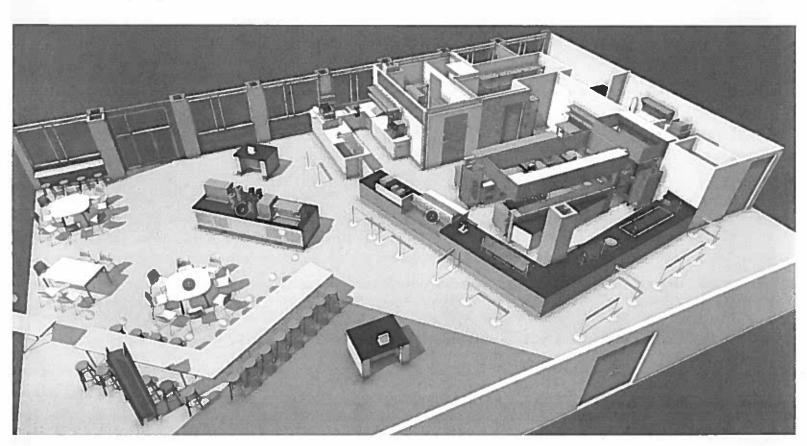
- Equipment Bid Administration
- Business Plans and Operational Audits
- Writing RFPs for Management Services

DESIGN SERVICES

- 3D Rendering
- Virtual Reality
- Equipment Surveys

CONSULTANT DRAWINGS.

Consultant drawings are not intended for construction purposes, but are information provided for use by Architects and Engineers as an aid in the design of the building and utility distribution systems. Consultant drawings may be submitted for permits or approval by the Architect to authorities having jurisdiction. Consultant drawings in electronic format will not be issued by the Architect or Owner to non-design team third parties, including equipment suppliers, without express written consent of the Consultant.



OWNERSHIP OF CONTRACT DOCUMENTS.

All Design Documents, Drawings, Specifications, and reference materials generated by the Consultant are solely for the use of the Client in the performance of work covered by this agreement. All such documents are proprietary in nature and shall not be copied, duplicated in any fashion, distributed, displayed for review or otherwise exhibited to any parties not authorized, unless approved in writing by the Consultant.

TERMS OF PAYMENT.

APPROVALS.

Approvals are to be given on each phase of the project. Consultant time spent in making requested changes to approved plans and specifications or revisions to plans caused by using incomplete or inaccurate information furnished by others will be charged as additional services at the standard hourly rates.

Payments are net thirty (30) days against monthly billings.

Consultant reserves the right to stop work on the project in the event of a sixty (60) day payment delinquency from date of invoice. In the event of litigation, the laws of the State of Washington shall apply and the prevailing party be awarded attorney's fees and cost.

Should the project be deferred or abandoned, there will be no obligation for payment by the Client for subsequent phases beyond those authorized. Consultant will only bill for time expended and/or actual percentage completed during each phase.

REIMBURSABLE EXPENSES.

In addition to the fees quoted, out-of-pocket costs to be reimbursed for automobile mileage at the rate set by the United States Federal Government for tax purposes and out-of-pocket expenses for common carrier surface or air travel, lodging and subsistence while traveling. Special mailings, courier charges, printing and copying costs, telephone communications and reproduction of plans and specifications will be charged at cost.

ABOUT US.

Since its inception over forty years ago, Clevenger Associates has grown to be a premier international food service and laundry design consulting organization with offices in Washington, California, New York, Chicago, Iowa and the Philippines.

The firm's expertise is in both the commercial and institutional arenas. Its diversity keeps the company in touch with latest trends in food preferences, equipment development, utility conservation and techniques in food handling.

The company brings to its clientele experiences learned from hundreds of successful facilities designed around the globe and offers a wide scope of consulting and design services.

PROJECT STAFF.



Ed Norman
Principal | Management Advisory | Senior Designer

Ed is supported by a staff of 3 in the Midwest offices and 8 in our Seattle headquarters along with professionals in offices located in California, New York and the Philippines. Enhanced Revit and AutoCad software in fully networked computers with high-speed Internet capabilities and web conferencing are in use.

WHAT SETS US APART.

EXPERIENCE

For over forty-five years,
Clevenger Associates has
grown to be a premier
international food service and
laundry design consulting
organization with expertise in
the Education, Hospitality,
Business & Industry,
Healthcare and Government
segments, to name a few. Our
complete company profile is
available upon request.

TECHNOLOGY

Clevenger Associates is a leader in innovative design by staying ahead of the curve with new technology trends. Clevenger Associates adopted Revit as our standard design software early in this industry transition and we are proud to offer Virtual Reality as the next step in communicating design intent and assisting our clients with an in depth understanding of each project.

LOCATIONS

With offices in Washington, California, Iowa, Illinois, New York and the Philippines, we can exceed the demands for the most stringent of design schedules.

INSURANCE.

To protect our clients and fellow design professionals, Clevenger Associates maintains comprehensive insurance in each of the following areas:

Types of Coverage

General Liability: \$2,000,000 per Occurrence, \$4,000,000 Aggregate Professional Liability: \$2,000,000 each claim/annual aggregate Automobile Liability: \$1,000,000 combined single limit liability \$5,000 medical payments - each insured \$1,000,000 uninsured and underinsured motorists' coverage Workers Compensation \$1,000,000 each claim/annual aggregate Excess/Umbrella Liability: \$1,000,000 per Occurrence, \$1,000,000 Annual Aggregate (Copies of current policies in force will be provided upon request.) An acceptance of this proposal with your signature in the space provided below is all that is required to get started. An AIA formatted contract is equally acceptable. Thank you for requesting our proposal and for considering Clevenger Associates for this project. We look forward to hearing from you and would love the opportunity to work with Galesburg CSD on this project. Respectively submitted, Clevenger Associates Approved Date Ed Norman PRINCIPAL | MIDWEST DIVISION WASHINGTON **CALIFORNIA ILLINOIS PHILIPPINES NEW YORK** IOWA



Community Unit School District #205

...... Helping Students Achieve Their Dreams

District Website:

www.galesburg205.org

Lincoln Education Center:

932 Harrison Street, P.O. Box 1206, Galesburg, IL 61402-1206

Phone: (309) 973-2000

Fax: (309) 343-7757

To: Board of Education

Fm: Jennifer Hamm

Re: Approve Purchase of John Deere Tractor from Martin Sullivan

Date: 4/1/2019

We request that the Board of Education approve the purchase of a new John Deere 1575 Comfort Cab Mower with rear discharge and a broom snow removal attachment (see attached quote). This is to replace a similar mower that is listed as a trade in on the last page of the quote. The quote is part of the state contract bid for state entities, which includes school districts.

\$45,322.97 <u>\$17,822.97</u>
\$45,322.97
\$ 4,875.42
\$ 4,937.48
\$35,510.07





Quote Id: 19132386

Prepared For:

Community Unit School Dst 205 Galesburg High School

Prepared By: Thomas Egan

Martin Sullivan, Inc. 1910 Knox Road

560 East

Galesburg, IL 61401

Tel: 309-342-3188 Fax: 309-342-1415

Email: tegan@martinsullivan.com

Date: 13 March 2019 Offer Expires: 20 March 2019





Quote Summary

Prepared For:

Community Unit School Dst 205 Galesburg High School 1135 W Fremont St Galesburg, IL 61401 Business: 309-343-4146

Prepared By:

Thomas Egan Martin Sullivan, Inc. 1910 Knox Road 560 East

Galesburg, IL 61401 Phone: 309-342-3188 tegan@martinsullivan.com

						nartinsullivan.com
			Cre Mod	Quote leated Olified Olified Olified Olified	n: n:	19132386 13 March 2019 01 April 2019 20 March 2019
Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)	\$ 40,936.93	\$ 35,510.07	X	1	=	\$ 35,510.07
JOHN DEERE 72 In. Fastback Commercial Rear Discharge Deck	\$ 5,387.39	\$ 4,937.48	X	1	=	\$ 4,937.48
JOHN DEERE 60 Heavy-Duty Rotary Broom (For 1500 TerrainCut, 1400/1500 Series II and Non-Series II Front Mowers)	\$ 5,330.91	\$ 4,875.42	X	1	=	\$ 4,875.42
Equipment Total						\$ 45,322.97
Trade In Summary	Qty		Each			Extended
2011 JOHN DEERE 1435 - 1TC1435DVBT110155	1	\$ 17,82	22.97			\$ 17,822.97
PayOff						\$ 0.00
Total Trade Allowance						\$ 17,822.97
Trade In Total						\$ 17,822.97
		te Summary				
	Equi	pment Total				\$ 45,322.97
	Trad	e in				\$ (17,822.97)
	Sub	Total				\$ 27,500.00
	Est.	Service Agreem	ent T	ах		\$ 0.00
	Tota	l				\$ 27,500.00
	Bala	nce Due				\$ 27,500.00

Accepted By : X _____ Salesperson : X _____





Selling Equipment

Quote Id: 19132386

Customer: COMMUNITY UNIT SCHOOL DST 205 GALESBURG HIGH SCHOOL

JOHN DE	ERE 1575 TerrainCut with Con Less Mowe		Commercial Fr	ont Mower
Hours:				Suggested Lis
Stock Number	THE STATE OF THE S			\$ 40,936.93
				Selling Price
				\$ 35,510.07
Code	Description	Qty	Unit	Extende
2443TC	1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)	1	\$ 40,199.00	\$ 40,199.00
NE SEEDINGER	Standard Options	- Per Unit	THE RINGS OF	THE RED BURNEY
001A	United States and Canada	1	\$ 0.00	\$ 0.00
	Standard Options Total			\$ 0.00
	Value Added Services Total			\$ 0.00
	Other Char	ges		SIA DECOTES AND
	Freight	1	\$ 537.93	\$ 537.93
	Setup	1	\$ 200.00	\$ 200.00
	Other Charges Total			\$ 737.93
	Suggested Price			\$ 40,936.93
ege kar jiya	Customer Dis	counts	Sykulosini esain	
	Customer Discounts Total		\$ -5,426.86	\$ -5,426.86
Total Selling F	Price	3776		\$ 35,510.07

JOH	IN DEERE 72 In. Fastback Co	mmercial R	ear Discharge	Deck
Hours: Stock Numbe Code	r: Description	Qty	Unit	Suggested List \$ 5,387.39 Selling Price \$ 4,937.48 Extended
	•	wiy		
0553TC	72 In. Fastback Commercial Rear Discharge Deck	1	\$ 4,999.00	\$ 4,999.00
Control Villa	Standard Optio	ns - Per Unit		SATISTICS TO SATI
001A	United States and Canada	1	\$ 0.00	\$ 0.00
	Standard Options Total			\$ 0.00
	Other Ch	arges		
	Freight	1	\$ 138.39	\$ 138.39
	Setup	1	\$ 250.00	\$ 250.00
	Other Charges Total	· ·		\$ 388.39







Quote ld: 19132386

Customer: COMMUNITY UNIT SCHOOL DST 205 GALESBURG HIGH SCHOOL

Suggested Price		\$ 5,387.39
Customer Discount		
Customer Discounts Total	\$ -449.91	\$ -449.91
Total Selling Price		\$ 4,937.48

	Series II and Non-Serie		•	
lours:			\$	Suggested List
tock Number	r:			\$ 5,330.91
				Selling Price
				\$ 4,875.42
Code	Description	Qty	Unit	Extende
0500TC	60 Heavy-Duty Rotary Broom (For 1500 TerrainCut, 1400/1500 Series II and Non-Series II Front Mowers)	1	\$ 3,379.00	\$ 3,379.00
	Standard Option	s - Per Unit		
1000	Lift Arms, Cylinders, Drive Shaft and Hardware	1	\$ 1,682.00	\$ 1,682.0
	Standard Options Total			\$ 1,682.00
	Other Cha	rges		
	Freight	1	\$ 69.91	\$ 69.9
	Setup	1	\$ 200.00	\$ 200.0
	Other Charges Total	eart market and		\$ 269.9
	Suggested Price			\$ 5,330.9
a service of	Customer Dis	scounts		
	Customer Discounts Total		\$ -455.49	\$ -455.49
otal Selling I	Price			\$ 4,875.42





Trade In

Quote Id: 19132386

Customer: COMMUNITY UNIT SCHOOL DST 205 GALESBURG HIGH SCHOOL

	2011 JOHN DEERE 1435	
	SN# 1TC1435DVBT110155	
Machine Details		
Description		Net Trade Value
2011 JOHN DEERE 1435		\$ 17,822.97
SN# 1TC1435DVBT110155		
Your Trade in Description		
Additional Options		
Hour Meter Reading	2700	
- X		
Total		\$ 17,822.97

WESTERN BIG 6 & MID ILLINI CONFERENCE - TICKET PRICES SURVEY

MID ILLINI SCHOOLS	Charge for Sr. Citizens?	Price for Sr. Citizen	Price for Adults	Price for Students	Charge for Freshman Games?	
CANTON	NO		\$4.00	\$2.00	NO	
DUNLAP	NO		\$4.00	\$2.00	NO	
EAST PEORIA	NO		\$4.00	\$2.00	NO	
LIMESTONE	NO		\$4.00	\$2.00	NO	
METAMORA	NO		\$4.00	\$2.00	NO	
MORTON	NO		\$4.00	\$2.00	NO	
PEKIN	YES	\$2.00	\$4.00	\$2.00	NO	
WASHINGTON	NO		\$4.00	\$2.00	NO	

WESTERN BIG 6 & MID ILLINI CONFERENCE - TICKET PRICES SURVEY

WESTERN BIG 6 SCHOOLS	Charge for Sr. Citizens?	Price for Sr. Citizen	Price for Adults	Price for Students	Charge for Freshman games?	
ALLEMAN	YES	\$5.00	\$5.00	\$4.00 (Out of District)	YES (\$2 & \$1)	
GALESBURG	YES	\$6.00	\$6.00	\$4.00	YES (\$6 & \$4)	
GENESEO	YES	\$3.00	\$5.00	\$3.00	YES (\$3.00)	
MOLINE	YES	\$3.00	\$5.00	\$3.00	NO	
QUINCY	NO (for in district Sr's)	\$3.00 (for out of district Sr's)	\$5.00	\$3.00	YES (\$3.00)	
ROCK ISLAND	YES	\$3.00	\$5.00	\$3.00	YES (\$3.00)	
STERLING	NO (for in district Sr's)	\$3.00 (for out of district Sr's)	\$5.00	\$3.00	NO	
UNITED TOWNSHIP	NO		\$4.00		YES (football/bball only)	

Recommendation - Price for Adults - \$5, Price for Students - \$3, Price for Sr. - \$3, Freshman Game Price - \$3

PLEASE NOTE

Proposed changes to the Code of Conduct are coded below. The strikethrough tool is used for words that need to be removed and any words or phrases that we proposed to add are displayed in **red**.

• Gangs, Satanie Cults, Hate Groups and Related Activities

Student involvement in gangs, satanic cults, hate groups or related activities contrary to the educational purpose or process, that occur on school grounds or at school-related events is strictly prohibited. This includes, but is not limited to, the display of paraphernalia, symbols or signs related to these groups. Students are prohibited from soliciting another student to become a member of such groups or engaging in activities of these groups such as requesting a student to pay for protection or inciting another student to act with physical violence on another person. Students are prohibited from distributing materials for such groups. (Board Policy 7:190)

(Page 19)-- Not just limited to Satanic cults. All cults should be included. (T. Michels)

• About this Dress code revision (OK)

This revision was approved by the board last spring. The copy of the CoC online did not reflect these changes. Number 10 is added from the original approval to address lanyards.

Dress Code (pg 17-18)

Dress and Appearance

The business of school is education and appropriate dress is an important responsibility we must all accept. The aim is not conformity, but good taste and "Dressing for Success." Student dress and personal appearance shall not disrupt or distract from the learning atmosphere environment. Certain classes require clothing guidelines. Clothes and other items worn or carried that could hurt you or others are not allowed. Since the dress code cannot list every eventuality, the administration or designee is the final authority on determination of appropriateness. If the administration or designee determines that a student's dress and/or grooming violates the dress code, the student shall be given an opportunity to correct the problem at school. Students in violation of the expected school dress standard will be required to notify parents/ guardians to bring an appropriate change or be sent home to change to appropriate attire. If the student's attire is not corrected, further disciplinary action may be taken. Exceptions could be made on school approved Spirit Days. Restrictions include, but are not limited to, the following (Board Policy 7:160):

- ◆ Dress and appearance must not present health or safety problems or in any way disrupt the educational process.
- ◆ Dress should be modest and conducive to a school environment. No bare midriffs/belly shirts, see-through garments, revealing clothing, or which includes but may not be limited to, strapless or single strap tops, halter tops, spaghetti strap tops, or tank tops with a low-cut neck, back and arm holes. Excessively tight clothing should be covered. Undergarments are not to be exposed. ◆ Pajamas and bedroom slippers are not proper school attire.
- ◆ Skirts and shorts are to be of modest length. ◆ Hats and other head wear are not to be worn in the building.
- ♦ Hats, sunglasses, pocket chains, outerwear, and book bags/backpacks are to be left in lockers (and/or designated areas) during the school day. Students with health issues

who need to carry a purse or bag or backpack need to obtain authorization from the school nurse or Health Services Coordinator.

- ◆ Dress which violates principles of the Code of Conduct is prohibited, including clothing and accessories which advocates the use of drugs, alcohol and/or tobacco; advocates gangs, satanic cults, hate groups, or violence; or is sexually suggestive or offensive. Students whose dress is determined to be inappropriate will be given the opportunity to change clothes or face disciplinary action.
- ◆ Shoes with wheels are not allowed.
- ♦ K-5 only: Flip flops (between-the-toe), beach shoes, and shoes with no back strap are not allowed. Sandals with back straps are permitted.
- Student dress (including accessories) may not advertise, promote, picture or display alcoholic beverages, illegal drugs, drug paraphernalia, violent behavior, or other inappropriate images, lewd, vulgar, obscene, or offensive language or symbols, including gang symbols.
- 2. Hats, coats, bandanas, sweatbands, sunglasses and other headwear may not be worn in the building during the school day.
- 3. Hairstyles, dress, and accessories that pose a safety hazard are not permitted in the shop, laboratories, or during physical education.
- 4. Student clothing should not show undergarments or excessive skin.
- 5. Safe and appropriate footwear must be worn at all times.
- 6. If there is any concern about dress and appearance, the building principal or designee will make the final decision.
- 7. Student whose dress causes a substantial disruption of the orderly process of school functions or endangers the health or safety of the student, other students, staff or others may be subject discipline.
- 8. Students must wear their ID's around their neck as intended at all times in the building during the school day. The ID must be visible and worn outside of the students' clothing.

Please keep in mind certain classes may require specific dress. Exceptions to dress and appearance could be made on school-approved spirit days by the building Principal or designee.

• Door Security/Visitors in the School Building (pg 17) (OK)

All buildings are secured with a buzz-in system. All visitors are required to check in at the school office and receive a background check through the school's Raptor system before proceeding to their destination. The sticker ID must be worn at all times while in the building. Former students shall follow these same procedures.

Violations of Behavioral Expectations will result in one of the following:

- First Violation: Suspension from all club/organization activities for three school calendar months
 - Consequence: Suspension from team until the following tasks are completed. This would include all activities/meetings until student and parent/guardian meet with the sponsor and Building Principal, or designee, to discuss expectations, consequences, and next steps.
 - Intervention: student must complete 10 community service hours completed at a local venue, approved by GHS administration. Student must write an explanation letter to the Building Principal or Activities Director, to be kept in a private file, that explains the incident, why the wrong decision was made, and what better decision will be made if/when there is a similar set of circumstances. The student will go before the team/group and the coaches/sponsors, apologize, and share what better decision will be made if/when there is a similar set of circumstances. If offense is drug, alcohol-related, then student must participate in a school-sanctioned abuse/counseling program (at the student's expense) in order to regain eligibility. Length of intervention will be determined by support professionals.
 - If student and parents/guardians do not comply with intervention program, student will be ineligible to participate in any extra/co-curricular activities.

This change is to align with the first consequence of the year-round athletic code on page 39.

Co-Curricular Disciplinary Responses (page 42 - again to align with athletic code) Marching Band Student

• First Violation: Suspension from one-third (1/3) of all marching events if student does not comply with intervention alternative.

Winter Band Students

• First Violation: Suspension from all band activities for one-third (1/3) of the days for terms two, three, and four of the current school year if student does not comply with intervention alternative.

Choir Student

- First Violation: Suspension from one-third (1/3) of all vocal events during the school year if student does not comply with intervention alternative.
- Waivers from Specific Units of Curriculum (Page 7) C.Knuth

The State of Illinois requires the district to teach units on human awareness and AIDS (Acquired Immune Deficiency Syndrome) prevention during the school term in First through Twelfth Grades Sixth through Twelfth Grades. Parents who do not wish their

students to participate in these units of study because of religious or personal convictions are to sign a waiver excusing their students from such instruction. Waiver forms will be available for parents' use at the time of student registration. Students excused from these specific units of work will be required to do other comparable work for class credits.

Safety (Page 22)- Reynolds (OK)

(Board Policy 4:170) Student Identification and Lanyards In an effort to maintain school safety and ensure that students and staff are easily recognizable in the buildings, all students in grades 6-12 and all staff will be required to wear a school-issued breakaway lanyard as intended and I.D. Replacement I.D./lanyards can be purchased in the Lombard, Churchill and GHS offices for \$5.00 \$10.00.

Student Right to an Education/Due Process (Page 3) (OK)

The Constitution of the State of Illinois states that "a fundamental goal of the People of the State is the educational development of all persons to the limits of their capacities." However, when a student acts irresponsibly, violates the rights of others or presents an actual or threatened danger to persons or property they are subject to the loss of their right to an education. When a student commits acts of disobedience or misconduct the right to an education may be temporarily forfeited. That right cannot be forfeited, however, without the opportunity for the student to present "their side of the story" to the administration and/or Board of Education for proper review and due process of law. (Goss vs. Lopez)

Homeless children have the right to a free, appropriate public education (McKinney-Vento Homeless Assistance Act and Illinois Education for Homeless Children Act). If a family, out of necessity because of lack of housing, must reside in a shelter, motel, vehicle, campground, on the street, or doubled up with relatives or friends, they are presently homeless. For more information contact the District Homeless Liaison, Tiffany Springer Jennifer Hamm at (309) 973-2000. (Board Policy 6:140)

Pg. 18

Education of Homeless Children

Homeless children have the right to a free, appropriate public education (McKinney-Vento Homeless Assistance Act and Illinois Education for Homeless Children Act). If a family, out of necessity because of lack of housing, must reside in a shelter, motel, vehicle, campground, on the street, or doubled up with relatives or friends, they are presently homeless. For more information contact the District

Homeless Liaison, Tiffany Springer Jennifer Hamm at (309) 973-2000. (Board Policy 6:140)

All applicable fees for a search for a birth record or a certified copy of a birth record shall be waived for a homeless student. (Public Act 100-506)

Pg. 5 (23 IL. Admin. Code 375)

To change the name and/or gender in SIS requires written parental/guardian consent until a student has reached 18 years of age. A diploma and/or transcript must reflect a student's legal name and gender as required by 23 IL. Admin. Code 375. Diplomas and transcripts will reflect any legal change in name or gender.

The academic transcript can no longer include class rank. Scores received on college entrance examinations to be included on a student's academic transcript are permitted if a request is made in writing by an eligible student or student's parent/guardian.

Pg. 5 (105 ILCS 10/8.1)

Enrollment will not be refused because of a student's failure to present his/her student permanent or temporary records from a school attended previously.

Pg. 10

Definition of Truant (Public Act 100-918)

A student becomes truant when absent without valid cause for between 2 full days and 8 full days over the past 180 school days.



...... Helping Students Achieve Their Dreams

District Website:

www.galesburg205.org

Lincoln Education Center:

932 Harrison Street, P.O. Box 1206, Galesburg, IL 61402-1206

Phone: (309) 973-2000

Fax: (309) 343-7757

To:

Board of Education

Fm: Jennifer Hamm

Approve Purchase of Replacement Chromebooks Re:

Date: 4/1/2019

We request that the Board of Education approve the purchase of replacement Chromebooks from Office Specialist, Inc. Please see the attached quote for 359 Chromebooks-Model C731 for a total price of \$103,614.58.

	Case	Google License	Warranty	C732		Case	Google License	Warranty	C731		Totals	Case	Google License	Warranty	C721	BESTBUY
L	341	341	341	341		359	359	359	359			335	335	335	335	
	\$ 20.41	\$ 24.00	\$ 36.63	\$ 229.65		\$ 20.41	\$ 24.00	\$ 36.63	\$ 214.00	28		\$ 20.41	\$ 24.00	\$ 36.63	\$ 234.88	
\$ 105,945.29	\$ 6,959.81	\$ 8,184.00	\$ 12,490.83	\$ 78,310.65	\$ 105,919.36	\$ 7,327.19	\$ 8,616.00	\$ 13,150.17	\$ 76,826.00		\$ 105,833.20	\$ 6,837.35	\$ 8,040.00	\$ 12,271.05	\$ 78,684.80	
107		1											-			

341 \$ 14.24 \$	A 07:03	Gnogle linense 341 \$ 26 10 \$ 8	Warranty 341 \$ 38.30 \$ 13,	C732 341 \$ 227.00 \$ 77,	\$ 103,	Case 359 \$ 14.24 \$ 5,	Google License 359 \$ 26.10 \$ 9,	Warranty 359 \$ 38.30 \$ 13,	C731	Totals \$ 103,	Case 335 \$ 14.24 \$ 4,	Google License 335 \$ 26.10 \$ 8,	Warranty 335 \$ 38.30 \$ 12,	C721 335 \$ 231.00 \$ 77,	CDW	
		8,900.10	13,060.30	77,407.00	103,621.76	5,112.16	9,369.90	13,749.70	75,390.00	103,729.40	4,770.40	8,743.50	12,830.50	77,385.00		

	Case 341 \$ 12.99	Google License 341 \$ 26.14	Warranty 341 \$ 37.97	C732 341 \$ 228.53	2 U E965728	Case 359 \$ 12.99	Google License 359 \$ 26.14	Warranty 359 \$ 37.97	C731 359 \$ 211.52	Totals	Case 335 \$ 12.99	Google License 335 \$ 26.14	Warranty 335 \$ 37.97	C721 335 \$ 233.84	OSI
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Lincoln Education Center:

932 Harrison Street, P.O. Box 1206, Galesburg, IL 61402-1206

Phone: (309) 973-2000

Fax: (309) 343-7757

To: Board of Education

Fm: Jennifer Hamm

Re: Approve Purchase of Teacher Laptops

Date: 4/1/2019

We request that the Board of Education approve the purchase of Dell laptops for teachers to replace aging desktop units. The attached Dell quote is for \$39,448.53 for 33 Latitude 3390 2-n-1 laptops.

Brand	Dell	11 2 - 11	Dell		Dell	
Model	Latitude	3390	Latitud	le 5290	Latitude	7390
Base Price	\$	1,323.27	\$	1,612.32	\$	1,872.84
CPU	Intel i5		Intel i5		Intel i5	
Warranty	3 years		3 years	s	3 years	
Screen Size	13"		12.3"		13"	
Base Storage	128gb S	SD	128gb	SSD	256gb S	SD
Base Memory	8gb		8gb		8gb	
Extra AC Adpapter	x		x	·	х	
Dock WD15	х	W.E. V. V.	х		х	
Carry Case	х		х		х	
Active Pen	X		х		х	
Quote #	3000034	1924466.1	30000	034925535.1	30000	34926335.1
Total to spend	\$	40,206.00				
Teacher Laptops	\$	21,437.00			i	
Inst Coaches	\$	18,769.00				
Dell Quoted PriceTotal	\$	39,448.53	\$	39,753.22	\$	39,316.42
Dell Quoted Price Each	\$	1,195.41	\$	1,528.97	\$	1,787.11
Number of Laptops		33		26		22

ILLINOIS STATE BOARD OF EDUCATION

Original: X

School Business Services Division 217/785-8779

CERTIFICATE OF TAX LEVY

A copy of this Certificate of Tax Levy shall be filed with the County Clerk of each county in which the school district is located on or before the last Tuesday of December.

Datrick Number Carlesburg CUSD #205 Sknox/Warren	- 22					
Educational S 12,078,528 Gerestron & Nationamore S 1,510,000 Tort Immunity S 1,330,000 Tort Immunity S 1,331,524 Tort Ideas See explanation on reverse side. Fince: Any detrict proposing to adopt a levy must comply with the previous side from the tributh in Trastition Law. We hereby certify that we require: the sum of 1,510,000 Tort Immunity Imm		USD #205		177	I '	Knox/Warren
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Municipal Retirement Social Security Total Levy Social Security Total				_	· · · · · · · · · · · · · · · · · · ·	·
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		TAXABLE	EAV				
	Previous Year	Anticipated % Change	Projected EAV	Change			
	2017	3	2018				
Knox	\$409,150,686	3,00%	\$421,425,207	\$12,274,521	Total Levy Increas	đ	3,00009
Warren	\$16,259,430	3.00%	\$16,757,513	5488,083			
			50	50			
			50	50			
			50	50			
			\$0	50			
Total EAV	\$425,420,116	3.00%	5438,182,719	\$12,762,603			
	PREVIO	DUS YEAR		CURRENT LE	VY REQUEST		
	Rate Extended	Taxes Extended	Maximum Rate	Tentative Tax Levy	Tentative Tax Rate	\$ Change	Rate Change
Educational	2.73000	\$11,613,969	2.7300	\$11,975,000	2.7329	\$361,031	0.0029
Building	0.50000	\$2,127,100	0.5000	\$1,510,000	0.3446	(\$617,100)	(0.1554
Bond & Interest **	0.56507	52,403,921	As Needed	\$4,311,354	0.9839	51,907,433	0,4184
Transportation	0.20000	\$850,840	0.2000	\$857,456	0.1957	\$6,615	(0.004)
IMRF	0.02379	\$101,207	As Needed	\$203,284	0.0464	\$102,077	0.0226
Working Cash	0.05000	5212,710	0.0500	\$0	0.0000	(5212,710)	(0.0500
Tort Immunity	0.48175	\$2,049,461	As Needed	\$1,350,000	0.3081	(\$699,461)	(0.173
Disabled Accessibility, School Security and							
Specified Repairs	0.05000	\$212,710	0.0500	\$0	0.0000	(\$212,710)	(0.0500
Leasing Levy	0.05000	\$212,710	0.0500	\$219,000	0.0500	56,290	(0.0000
Special Education	0.04000	\$170,168	0.0400	\$175,000	0.0399	\$4,882	(0,000
Social Security/Medicare Only	0.14375	\$611,541	As Needed	\$600,000	0.1369	(\$11,541)	(0,0068
TOTAL TAX LEVY	4.83436	\$20,566,337		\$21,201,094	4.8384	\$634,757	0.004
Less: Bond & Interest	-0.56507	(\$2,403,921)		(\$4,311,354)	(0.9839)	(\$1,907,433)	(0,418
					3.8545	(\$1,272,676)	(0,414

Spring Overnight IHSA State Athletic Trips

Girls Track & Field

IHSA State Track & Field Meet May 16 & 17 at Eastern Illinois

Boys Track & Field

IHSA State Track & Field Meet May 23 & 24 at Eastern Illinois

<u>Baseball</u>

IHSA State Baseball Tourney June 6 & 7 in Joliet

Softball

IHSA State Softball Tourney June 6 & 7 in East Peoria

Boys Tennis

IHSA State Tennis Tourney May 22, 23 & 24 in Arlington Heights

Girls Soccer

IHSA State Soccer Tourney May 23 & 24 in Naperville

GHS Football Cheerleading Summer Camp

Date – July 22 – July 24 Location – University of Illinois Transportation – Coach and volunteer parents

** Have attended the last three years



Galesburg High School Marching Band and Choir

Custom Orlando Itinerary

DAY 1: Monday, June 1, 2020

7:00am: Motorcoaches arrive at **Galesburg High School** for loading 8:00am: Depart for Orlando! (breakfast prior or on the motorcoach bagged)

<u>10:30-10:30am</u>: Rest stop

12:30-1:30pm: Lunch (own expense) en route 5:30-6:30pm: Dinner (own expense) en route

10:30-11:00pm: Rest stop and prepare for overnight travel on the coach

DAY 2: Tuesday, June 2, 2020

Time Change!! Turn your clocks ahead one hour

3:00-3:30am: Rest stop – driver switch

7:00-8:30am: Rest stop and breakfast (own expense) at the Turkey Lake Service Plaza – FL Turnpike

9:00am-9:00pm: Enjoy UNIVERSAL STUDIOS FLORIDA, the #1 movie studio and theme

park in the world. Also, visit UNIVERSAL STUDIOS ISLAND OF

ADVENTURE with five themed islands of excitement including the Wizarding

World of Harry Potter! *Two Day Park to Park ticket included*

Explore CITY WALK - UNIVERSAL, a 30-acre entertainment complex

where you can experience the best of the best in live music, casual and fine dining, dancing, shopping, movies, and more.

Lunch (own expense) at the Park

Dinner (Universal meal voucher included) at the Park

TBD: Depart

TBD: Check-in to the **HOTEL** (Royale Parc Suites – tbd, upon availability, Comfort Suites

or similar)

DAY 3: Wednesday, June 3, 2020

7:00-8:15am: Expanded Continental Breakfast (included) at the Hotel

8:30am: Depart Hotel

9:00am-9:00pm: Enjoy UNIVERSAL STUDIOS FLORIDA, the #1 movie studio and theme

park in the world. Also, visit UNIVERSAL STUDIOS ISLAND OF

ADVENTURE with five themed islands of excitement including the Wizarding

World of Harry Potter! *Two Day Park to Park ticket included*

Explore CITY WALK - UNIVERSAL, a 30-acre entertainment complex

where you can experience the best of the best in live music, casual and fine dining, dancing, shopping, movies, and more.

TBD: Galesburg H.S. Marching Band and Galesburg H.S. Choir **PERFORMS**

at Universal Studios - TBD Lunch (own expense) at the Park

Dinner (Universal meal voucher included) at the Park

Nighttime Show - TBD

9:30pm: Depart

10:00pm: Check-in to the **HOTEL** (Royale Parc Suites – tbd, upon availability, Comfort Suites

or similar)

DAY 4: Thursday, June 4, 2020

7:00-8:15am: Expanded Continental Breakfast (included) at the Hotel

8:30am: Check-out of Hotel and load motorcoach. Remember all your belongings!

9:00am: Arrive at your Disney Park of choice:

MAGIC KINGDOM PARK with all of your favorite Disney

characters. While you're there check out the 52-ft. plunge of Splash Mountain.

Happily Ever After: Experience the grandest of finales to your Disney

day—with the newest, most spectacular fireworks show in the history of Magic Kingdom park, NEW spring of 2017! **Show Features & Special Effects...**This 18-minute show features more lasers, lights and projections than any other fireworks spectacular in the history of Magic Kingdom park!

Once Upon A Time: Delight in a spellbinding nighttime show that brings

Cinderella Castle to life with projections of beloved Disney scenes and characters. **An Evening of Fairytales..** Top off your day at the park by taking in a dazzling mix of special effects and moving music.

DISNEY'S HOLLYWOOD STUDIOS - Blast through hyper space on "Star

Tours" and fall 13 stories on the "Twilight Zone Tower of Terror"

Enjoy *Fantasmic*! - Mickey battles evil and conjures good in a musical pyrotechnic spectacular with magnificent floating scenes and effects

DISNEY'S ANIMAL KINGDOM PARK, Disney's largest park

covering over 500 acres. Here you will see "The Tree of Life" and "Dinoland". Also, climb aboard the "Discovery River Boats" and ride along on an African Safari.

Tree Of Life Awakenings: Witness the majestic centerpiece of Disney's Animal Kingdom park as it comes alive at night like never before!

Rivers Of Light: Embrace the magic of nature during a nighttime scene awash with captivating special effects, music and animal folklore.

DISNEY'S EPCOT CENTER exploring *Future World*, the *Environmental Prototype Community of Tomorrow*, featuring "Innovations" and the new "Fasttrack". Also explore the fantastic *World Showcase*, home of eleven nations.

Illuminations: Reflections of Earth. Thunderous fireworks and lasers fill

the skies above World Showcase Lagoon. Meet at the Golf Ball immediately following the show

Lunch and Dinner (One, \$20.00 dining card included) in the Parks

11:00pm: Load motorcoach and depart for home

Be prepared for overnight travel on the Motorcoach Restrooms in the park area or TBD – rest area en route

DAY 5: Friday, June 5, 2020

Time Change!! Turn your clocks back one hour.

3:00-3:30am: Driver switch, rest stop

7:00-8:00am: Breakfast (own expense) en route
12:00-1:00pm: Lunch (own expense) en route
5:00-6:00pm: Dinner (own expense) en route

8:00pm: Approximate return to **Galesburg High School**



740 Southcross Dr W #205 Burnsville MN. 55306 Brenda

Knick, Regional Manager

Office: 800-268-0243 ext 223 ° Cell: 612-889-6113

Bknick@grouptravelplanners.com

Galesburg High School

Andy Empey and Syrus White 1135 West Fremont St Galesburg, IL 61401

TOUR CONTRACT

Your Custom Orlando Proposal

GALESBURG HIGH SCHOOL MARCHING BAND and CHOIR 5 Day, 4 Night Motorcoach Tour June 1-5, 2020

TOUR PACKAGE COST PER PERSON (Based on Hotel Occupancy) as of 3/18/2019:

Note: Total Tour Package Includes All Bulleted Items Listed On This Proposal
QUAD: \$785.00 TRIPLE: \$819.00 DOUBLE: \$853.00 SINGLE: \$988.00

- Number of Passengers: 230 Students and 48 Adults
 - *Note: Changing the number of passengers will alter the per person tour cost. For Example: 210 Students & 30 Adults; Quad \$829; Triple \$863; Double \$ 896; Single \$1,030
- <u>Transportation</u>: <u>FIVE Modern 56-Passenger Motorcoaches</u> (Equipped with DVD, Monitors & Restroom)
- <u>Insurance</u>: \$5,000,000 Liability Insurance Coverage per Motorcoach

\$2,000,000 Liability Group Insurance Coverage Terrorism

Liability Group Insurance Coverage

- <u>Hotel Accommodations</u>: *TWO* Nights at a preferred Hotel (Royal Parc, Comfort Inn, Buena Vista tbd), **Two nights on the Motorcoach**, (Security Guard at Hotel Boosters pay separately)
- Meals: TWO Deluxe Continental Breakfasts (at the hotel), TWO Universal Dining Cards, ONE \$20 Disney Dining Card
- <u>Attractions</u>: Universal CityWalk, Universal Orlando Two Day Park-to-Park Ticket (Universal Studios Diagon Alley, Universal Islands of Adventure Hogsmeade), Disney One Day Park of Choice
- <u>Musical Inclusions</u>: Universal STARS Performance Program Marching Band and Choir Opportunity in Universal City Walk or Park tbd (upon acceptance), Unlimited performances arranged for your group free of charge! (some exceptions may apply)
- Escort: TWO GTP Representatives will travel with the group to oversee your customized itinerary!
- ★ BONUS! This tour includes SEVEN all-inclusive Tour Packages (Based on Single Occupancy), Driver Gratuities, SEVEN Director \$200 Gift Cards for Tour, 24-hour emergency telephone service, travel packet, and a customized daily itinerary designed to specifically meet your group's needs!







TERMS & CONDITIONS

1. Consumer Disclosure Notice

Group Travel Planners (GTP) acts as an agent for Suppliers in selling travel services and reserving/booking services not directly supplied by GTP (such as air/ground transportation, hotel, meals, cruises, etc.). GTP is not responsible for contract breach, changes in itinerary, or any negligent actions on part of the Supplier which may result in property damage, loss, delay, or injury to tour participants. We do not guarantee Supplier's rates unless the actual term "guaranteed" is stated in writing on your final itinerary. GTP is not in any way responsible for damage, injuries, or losses to anyone on the tour in connection with the following: mechanical/construction difficulties, diseases, local laws, social/labor unrest, terrorist activities, climate problems, abnormal activities, or any other actions caused outside of our control. All tour participants assume complete responsibility for passports, visas, vaccinations, or any other entry requirements as well as all safety and security conditions throughout dates of travel. Hence, GTP is released from this responsibility. Tour participants assume personal responsibility for all risks that may be involved in travel. Tour participants are hereby warned of all potential risks including the possibility of bankruptcies in the travel industry and medical and climatic disruptions. Tour participants are therefore advised to obtain ample insurance while on tour (http://www.grouptravelplanners.com/services.html-click on iTravellnsured). Those who possess tickets or reservations after issuance consent to the above must agree to deliver the contents to their travel counterparts.

2. Changes & Substitutions

GTP has the right to alter/cancel tours and make adjustments in tour costs prior to departure in order to respond to authorized changes in itinerary: including transportation costs, money exchange rates, or paying passenger costs. GTP has the right to substitute like hotels/schedule changes under necessary circumstances. If a change is needed (due to conditions beyond GTP's control) no refund /credit will be allowed...however if a change/substitution is necessary, GTP will provide comparable accommodations/services. Any such changes will not be grounds for cancellation, without incurring penalties stated in paragraphs 7 & 8 below. Note: all rates are based on current carrier tariffs and current international exchange rates and are subject to adjustment without prior notification. Any increase will not modify the cancellation provisions. Any change to the itinerary by any tour participant 30 days or less prior to the departure date will result in a \$500.00 change fee per occurrence.

3. Participant Responsibilities

Each tour participant is responsible for his/her own personal expenses <u>not</u> spelled out in the contract. GTP is only responsible for services listed in the above mentioned form and any other assessments charged by the hotel must be paid in full prior to departure. All damages, theft, etc. will be billed by the supplier directly to those responsible.

4. Rules & Standards

Each School/Group is responsible for bringing his/her own Director and Chaperones on the tour. The room assignments must be made and submitted by the Director. Both the Director/Chaperones are responsible for enforcing group rules and standards and see to it that all participants are present at all times. The Director/Chaperone must respond to ill passengers, ensuring that they are attended to at all times. Any tour participant that is terminated from the tour by the School/Group may be returned to their home at their parents' expense with no refund of their tour payment.

5. Insurance

- \$2,000,000.00 liability insurance in travel agency/tour operator operations protects tour participants while on tour. Motorcoach operators maintain a \$5,000,000.00 liability insurance coverage. The School/Group/tour participants are advised of the availability of travel, medical, baggage, and trip cancellation insurance. GTP does not provide any personal insurance (health, accident, baggage) for tour participants. As stated above, GTP strongly encourages tour participants to obtain independent insurance.
- 6. Warranties: GTP disclaims all warranties except for those that are in writing. In no event is GTP liable for any incidental damages. Except with respect with the obligations written under Paragraph 5, GTP 's entire liability will in no event exceed the fees paid by the client pursuant to this Agreement.

7. Cancellation

If the School/Group/individual wishes to cancel, it must be done in writing. After this is done, upon cancellation, the School/Group/individual will be entitled to a refund on the following basis alone:

- a. cancellations received 90 days or more prior to the departure date: entitled to a refund of deposits less the initial deposit, any prepaid attraction payments and cancellation charges issued by hotels, transportation companies, and all other retailers.
- b. cancellations received 89 75 days prior to the departure date: entitled to a refund of deposits less the initial deposit, a \$25.00 per person administrative fee, any prepaid attraction payments and cancellation charges issued by hotels, transportation companies, and all other retailers.
- c. cancellations received 74 61 days prior to the departure date: entitled to a refund of deposits less the initial deposit, a \$50.00 per person administrative fee, any prepaid attraction payments and cancellation charges issued by hotels, transportation companies, and all other retailers.
- d. all cancellations received 60 days or less prior to departure date will receive NO refunds. The School/Group is responsible for the remaining balance of the total tour cost.
- 8. No credit/refund will be allowed for any services set forth in the contract should any services not be used by tour participants.

9. Payments

Please SEE page one of the contract "Schedule of Payments" portion for the payment schedule. A 3% late fee will be charged as a late payment fee for failure to comply with the due dates on all payments. 3% of the missed payment amount will be added to your next invoice. The final balance of the entire tour cost is due NO LATER than 30 days prior to date of departure. If the final balance and late fees are not received by GTP 14 days prior to the date of departure, GTP has the sole right to cancel all tour arrangements and issue NO refunds. All payments must be made in U.S. dollars/currency. All payments will be made out to Group Travel Planners. The School/Group is responsible for the remaining tour cost.





INVOICE

DATE: MARCH 18, 2019

740 Southcross Dr W #205 Burnsville, MN 55306 Phone 800-268-0243 Fax 952-898-2467

To Andy Empey and Syrus White Galesburg High School 1135 West Fremont St Galesburg, IL 61401 INVOICE TOTAL

\$500.00

QUAD OCCUPANCY	TRIPLE OCCUPANCY	DOUBLE OCCUPANCY	SINGLE OCCUPANCY
PER PERSON	PER PERSON	PER PERSON	PER PERSON
\$785.00	\$819.00	\$853.00	\$988.00

Tour is currently based on 230 Students & 48 Adults with 7 Complimentary Packages-Single Occ.

ITEM/DESCRIPTION	PER PERSON INSTALLMENT BASED ON QUAD OCCUPANCY	TOTAL DUE	DATE DUE
Deposit	\$1.85/271	\$500.00	5/1/2019
Second Installment	\$30.00/271	\$8,130.00	10/1/19
Third Installment	\$251.05/271	\$68,035.00	12/1/19
Fourth Installment	\$251.05/271	\$68,035.00	2/1/20
Fifth Installment	\$251.05/271	\$68,035.00	4/1/20
Occupancy Fee Installment: Based on Hotel Room Configurations determined by your Rooming List which is due to GTP on TBD	Triples: TBD Doubles: TBD Singles: TBD	TBD	5/1/20

Make checks payable to **Group Travel Planners.** If you have any questions concerning this invoice, please contact Brenda Knick at (800) 268-0243 ext 223 or bknick@grouptravelplanners.com

Received Payments	Amount
CK#	\$0000.00



Office Notes

Job Title:	Administrative Assi	stant for Special Edu	ıcation						
Location:	District Office	District Office Terms of Employment: 12 Months							
Reports To:	Director of Special Education	Board Approved:	Pending - April 8, 2019						
Evaluation:	In accordance with the provisions of the Board of Education's policy on Evaluation of Support Services Personnel.								

Qualifications:

- 1. High School Diploma or Equivalent.
- **2.** Computer / Telephone Skills.
- 3. Interpersonal / Public Relations Skills.
- **4.** Alternatives to the above qualifications as the Board may find appropriate.

Job Goal:

To assure the smooth and efficient operation of the Special Education office.

Responsibilities:

- 1. Maintain communication with parents, districts, staff, and public through email, phone, fax, staff calendars, and face to face meetings.
- 2. Manage and maintain ISTAR and Embrace (IEP/DS Medicaid) by putting in new students, removing student drops, or student data changes which includes checking all IEP's and FACTS sheets for accuracy and errors daily.
- 3. Monitor error reports in ISTAR and Embrace.
- 4. Manage the end of year procedure for students and staff, drop graduates, process moves, and set up the caseloads for the new school year by ensuring that students are in the correct school, programs, and grade in ISTAR and Embrace.
- 5. Create and maintain case load lists in ISTAR, then distribute the lists, and correct errors that come back from staff.
- 6. Process initial referrals for case study evaluations in Embrace.
- 7. Manage Private Facility Contracts.
- 8. Assist the Director with processing new personnel hire paperwork for the budget and ISTAR.
- 9. Maintains a daily signature file for the director.
- 10. Complete, submit, and maintain IDEA flow through, IDEA pre-k, step, and proportionate share grants.
- 11. Process quarterly expenditure reports, balance accounts, and amend grants as needed.
- 12. Input and monitor staff for the Fairbanks Medicaid Program.
- 13. Provide the Director with the financial information to process annual student claims for: orphanage act, x-funds, private facilities, and summer school.
- 14. Prepare a special education special transportation report annually to the transportation office for the next school year.
- 15. Process all special education bills, mileage claims, and enter/process all purchase orders for special education staff by assigning budget lines to each.
- 16. Input and submit all Room and Board Claims.

Employee Signature

17. Provide the Director with the information needed for audits, to include Medicaid, excess costs, MOE, non-proportionate share, and ISBE IEP/file reviews.

18. Back up to the Front Desk Receptionist for all jobs requiring immediate support.

19. Back up records clerk for special education processing request for records on new students and students who move out.

20. All other duties as assigned.

Employee Name:

Date:

Job Title:	Administrative Ass Services	istant for Student	t Supports / Food				
Location:	District Office	Terms of Employment:	12 Month Administrative Assistant (260 days)				
Reports To:	Food Service Director & Bright Futures Principal	Board Approved:	Pending April 8, 2019				
Evaluation:	In accordance with provisions of the Board's policy of evaluation of Support Services Personnel.						

Qualifications:

- 1. High School Diploma, must be 19 Years of Age.
- 2. Experience with Bookkeeping and Database Management.
- 3. Experience with Finance Management Preferred.
- 4. Computer, Telephone, and Office Skills.
- 5. Interpersonal Skills / Public Relations Skills.
- 6. Knowledge of school food service operations and regulations preferred.
- 7. Alternatives to the above qualifications as the Board may find appropriate.

Job Goal:

To assure the smooth and efficient operation of the office.

Responsibilities:

- 1. Serve as administrative support for Bright Futures.
 - a. Ensure temporary and permanent records comply with state requirements.
 - b. Skyward data entry for attendance and student information maintenance.
 - c. Order supplies as needed.
 - d. Assist with the scheduling of preschool screenings.
 - e. Assist the Bright Futures principal as needed.
- 2. Enter and maintain all Early Childhood Outcomes for preschool age students in Skyward as well as manually in SIS as needed.
- 3. Performs office duties of the Food Service Department as directed.
- 4. Maintains all financial records affiliated with the Food Service Department.
- 5. Receives and routes all telephone calls within the department.
- 6. Maintains an attendance log of the food service substitutes.
- 7. Calls for food service substitutes in K-5 buildings.
- 8. Assists with monthly food service menu preparation/distribution and all correspondence.
- 9. Checks eligibility of free and reduced lunch forms after they have been approved in the schools.
- 10. Reviews and checks accuracy of daily and monthly food service reports from computer system.
- 11. Reconciles bank balance for the cafeteria account monthly.

- 12. Process all invoices and codes them for input into the computer for food service and Bright Futures.
- 13. Generates a food service profit and loss statement for the Board of Education.
- 14. Serves as Administrative Assistant for the Director of Food Service.
- 15. Maintains participation reports for the food service programs.
- 16. Processes payroll information; maintains and processes Food Service Employee Benefits.
- 17. Maintain confidentiality regarding all information related to job responsibilities.
- 18. Performs various related office duties as assigned.

Employee Name:	Date:	
Employee Signature		

Job Title:	Central Office Receptionist/Special Education Secretary		
Location:	District Office	Terms of Employment:	11 Months
Reports To:	Director of Special Education	Board Approved:	Pending April 8, 2019
Evaluation:	In accordance with the provisions of the Board of Education's policy on Evaluation of Support Services Personnel.		

Qualifications:

- 1. High School Diploma or Equivalent.
- **2.** Computer / Telephone Skills.
- 3. Interpersonal / Public Relations Skills.
- **4.** Alternatives to the above qualifications as the Board may find appropriate.

Job Goal:

To assure the smooth and efficient operation of the District front office and Special Education office.

Responsibilities:

- 1. Maintain communication with parents, districts, staff, and public through email, phone, fax, staff calendars, and face to face meetings. Answer the phone and forward calls to the appropriate office.
- 2. Receive and distribute all Special Education mail.
- 3. Assist the Director with typing and mailing letters to parents and sending out meeting notices.
- 4. Maintain special education student records, filing, and send / receive records request on current/dropped students.
- 5. Process new move in student records and disseminate to appropriate personnel.
- 6. Update office files for the new school year to include forms/spreadsheets for collecting
- 7. Maintains Homebound Program log of students and staff assigned. Sends letters to parents.
- 8. Review paperwork and invoices received on hospitalized students. Process on a spreadsheet if special education and forward to the director or forward general education students paperwork to the district office.
- 9. Embrace DS Medicaid input for individual aides and transportation for reimbursement.
- 10. Order special education supplies and materials from processed requisitions. Receive and disseminate received orders after checking all items form the requisition.
- 11. Handout applications and new hire paperwork, copy identification and other information, then process the packet to payroll/personnel.
- 12. Assist the special education coordinator with CPI training by notifying staff, maintaining the qualified staff list, creating the sign in sheets, and ordering materials as needed for the training.
- 13. Maintain a supply of gloves on hand for specialized special education programs. Coordinate and distribute the gloves as needed.
- 14. Back up to the Bright Futures secretary as needed by performing the below tasks:

- a. Answering phones for BF.
- b. Entering the attendance in skyward
- c. Ensure temporary and permanent records comply with state requirements
- d. Order supplies as need
- e. Prepare and sort mail bags and USPS mail both for delivery to schools and coming from schools. Prepare, weigh, and post (stamp) outgoing mail.
- f. Maintain supplies for the postage machine as well as ensure that postage funds are available by obtaining via online to refill the postage meter
- g. Assist with mailroom copier issues to include all supplies needed
- h. Monitor the Raptor system for substitute teachers/aides, and volunteers
- i. Monitor late arriving and early leaving students
- j. Busing issues, address concerns with Paulette
- k. Submit a sub payroll report weekly to HR by Monday
- 1. Submit monthly BF enrolled student numbers to District
- 15. All other duties as assigned.

Employee Name:	Date:	
Employee Signature		

Job Title:	Director of Food Service		
Location:	District Schools	Terms of Employment:	12 Month Year
Reports To:	Assistant Superintendent for Finance and Operations	Board Approved:	Pending April 8, 2019
Evaluation:	Performance of this job will be evaluated in accordance with provisions of the Board's policy of evaluation of Professional Personnel.		

Qualifications:

- 1. High School Diploma required, Bachelor Degree preferred.
- 2. Licensed Dietitian Required.
- 3. Five years of food service experience with three years of supervisory experience required; experience supervising unionized staff preferred.
- 4. Outstanding people skills.
- 5. Good language skills, mathematical skills, and reasoning ability.

Job Goal:

1. To direct and manage all food service production and operations within the district as well as Manage on-site food service staff in the District.

Responsibilities:

- 1. Assists in establishment of and interprets aims and objectives of the program to students, staff, parents, and the community.
- 2. Develops the district food service program as a practical application of sound nutrition for students.
- 3. Assists in and establishes uniform personnel policies for district food service employees, basic job descriptions, salary schedules and benefits, and evaluating personnel.
- 4. Enforces the District's personnel policies for food service staff, ensures compliance with bat job descriptions, monitors work performance versus standards, enforces sanitation and safe rules, and assists in evaluating personnel through effective communication and positive working relationships with food service staff.
- 5. Interviews and recommends placement of food service personnel.
- 6. Establishes work performance standards.
- 7. Plans general work schedules with the kitchen supervisors' assistance. Supervisors are expected to plan in detail for each day.
- 8. Conducts in-service training for food service staff at their work site and/or as a group.
- 9. Cooperates with principals and others to plan lunch schedules to fit the requirements and facilities of the particular school.
- 10. Plans menus based on sound nutritional quality standards, meal appearance, presentation, and pupil acceptance. Menu planning also involves other considerations such as budget limitations, government standards, work schedules, and equipment available for food preparation.

- 11. Plan portion sizes suitable for variables in ages of students.
- 12. Purchases all food disposable paper and plastic non-food items, and small kitchen supplies.
- 13. Makes up bids and submits them for some items such as dairy, bakery, disposables, cleaning supplies, and other food items when advisable.
- 14. Keep informed of new food, non-food items, and equipment available.
- 15. Assists in developing and administrating accurate accounting procedures and records for proper control and management of money, labor, food, supplies, and other costs. Ensures that accurate production records and inventory are maintained.
- 16. Prepares government reports as required.
- 17. Prepares, from state sample, the application and letter for free and reduced price lunches which are sent to parents at the opening school.
- 18. Orders government commodities on time each month. Uses commodities as regulated by the government. Maintains all records which are available to district, state, and federal auditors.
- 19. Cooperates in the planning of school food service facilities including layouts and the selection of large and small equipment and furnishing making use of established criteria.
- 20. Stays alert to new developments in equipment that will improve and upgrade the program.
- 21. Keeps informed of new food, non-food items and equipment available.
- 22. Maintains records necessary for proper control of equipment.
- 23. Cooperates with custodial and maintenance departments in planning for proper care and maintenance of equipment and proper cleaning of food service area.
- 24. Has a working knowledge of all local and state health laws and regulations and is responsible for application of the same.
- 25. Establishes a great rapport with students, teachers, school administrators, civic groups, and the general public.
- 26. Manages, plans, and supervises the preparation and service of food for luncheons and dinners for co-curricular and extracurricular functions when requested.
- 27. Completes all work in a neat, organized and timely manner. Maintains professional appearance at all times.
- 28. Attends meetings as requested and required.
- 29. Occasionally interprets through the newspaper and radio the aims and objectives of the school food service program.
- 30. Implements and maintains marketing programs.
- 31. In case of severe staffing shortage, may operate P.O.S. during meals at schools.
- 32. Must be honest, trustworthy, and fair in all dealings.
- 33. Other duties as assigned.

Employee Name:	Date:	
Employee Signature		

PERSONNEL ITEMS FOR BOARD APPROVAL APRIL 8, 2019

CERTIFIED STAFF

APPOINTMENTS:

Please note: The following new appointments are pending completion of all certification requirements, citizenship, and clearance on the state & FBI required background investigation. Final salaries are pending verification of transcripts and employment verification.

2018-2019 School Year

Traci Johnson, Special Education Extended School Year teacher at Steele Elementary School, effective June 10, 2019 through June 28, 2019.

Salary: \$24.00 / hr. (4.5 hours / day)

Carrie Cooper, Special Education Extended School Year teacher at Steele Elementary School, effective June 10, 2019 through June 28, 2019.

Salary: \$24.00 / hr. (4.5 hours / day)

Debra Winstead, Special Education Extended School Year teacher at Steele Elementary School, effective June 10, 2019 through June 28, 2019.

Salary: \$24.00 / hr. (4.5 hours / day)

Kristy Gerling, Special Education Extended School Year Speech teacher at Steele Elementary School, effective June 10, 2019 through June 28, 2019.

Salary: \$24.00 / hr. (4.5 hours / day)

2019-2020 School Year

Thanhtam Le, Math teacher at Galesburg High School, effective August 14, 2019. (Open Position)

Salary: \$35,603.00 (BA +0, Step 1)

Mackenzie Haas, Science teacher at Galesburg High School, effective August 14, 2019.

(Replacing Nathan Gayheart)

Salary: \$35,603.00 (BA+0, Step 1)

Kaitlyn Rapp, French teacher at Galesburg High School, effective August 14, 2019. (Replacing Lois Wollin)

Salary: \$35,603.00 (BA+0, Step 1)

Angel Peterson, 3rd Grade teacher at Silas Willard Elementary School, effective August 14, 2019. (Replacing Christine Thompson)

Salary: \$35,603.00 (BA+0, Step 1)

Cadence Tarrant, 8th Grade Math teacher at Lombard Middle School, effective August 14, 2019. (Replacing Page McDaniel)

Salary: \$35,603.00 (BA+0, Step 1)

Sarai Rivera, 8th Grade Math teacher at Churchill Jr. High School, effective August 14, 2019. (Replacing Virginia Crowl)

Salary: \$35,603.00 (BA+0, Step1)

Kirk Mustain, Vocational Technology Instructor at Galesburg High School, effective August 14, 2019. (New Position)

Salary: \$42,604.00 (BA+0, Step 6)

TRANSFERS/CHANGE OF EMPLOYMENT STATUS:

2019-2020 School Year

Rebecca Robinson, Cross Categorical teacher at Silas Willard Elementary School, transferring to Behavior Intervention Specialist, .10 FTE - Bright Futures, .20 FTE - Silas, .20 FTE - Steele, .20 FTE - Nielson, .10 FTE - Gale, and .20 FTE - King Elementary School, effective August 14, 2019. (New Position)

Amy Fleming, EBD teacher at Churchill Jr. High School, transferring to Behavior Intervention Specialist, .25 FTE - Churchill, .25 FTE - Lombard, and .50 FTE - Galesburg High School, effective August 14, 2019. (New Position)

DIFFERENTIAL/APPOINTMENT/RESIGNATIONS:

2019-2020 School Year

Teresa Powell, 8th Grade Volleyball Coach at Churchill Jr. High School, resigning effective March 15, 2019.

Linda Kozelichki, CJHS/LMS Encore Team Leader at Churchill Jr. High School and Lombard Middle School, resigning effective at the end of the 2018-2019 school year.

Jay Barshinger, CJHS/LMS PE Team Leader at Churchill Jr. High School and Lombard Middle School, resigning effective at the end of the 2018-2019 school year.

Jay Barshinger, Assistant Varsity Football Coach at Galesburg High School, resigning effective at the end of the 2018-2019 school year.

Dusti Watson, Boys Golf Coach at Galesburg High School, resigning effective March 31, 2019.

Matt Chapman, Assistant Director of Bands at Galesburg High School for the 2019-2020 school year, resigning effective April 2, 2019.

Jared Bruening, Geography Club Sponsor at Churchill Jr. High School, resigning effective at the end of the 2018-2019 school year.

Tyson Parks, Assistant Track Coach at Lombard Middle School, resigning effective April 3, 2019.

RESIGNATION / TERMINATION / RETIREMENT:

Deborah Melton, Cross Categorical teacher at Galesburg High School, retiring at the end of 2022 - 2023 school year in accordance with Article 19.2 of the August 1, 2018 Bargaining Agreement under the Four Year Plan.

Wendelyn Bickell, Vocational Child Care teacher at Galesburg High School, retiring at the end of 2022 - 2023 school year in accordance with Article 19.2 of the August 1, 2018 Bargaining Agreement under the Four Year Plan.

Lisa Stodgel, Instructor at the Mary Davis Home, retiring effective June 7, 2019.

Lois Wollin, French teacher at Galesburg High School, resigning at the end of the 2018-2019 school year.

Paige McDaniel, 8th Grade Math teacher at Lombard Middle School, resigning at the end of the 2018-2019 school year.

Matt Chapman, Band teacher at Churchill Jr. High School for the 2019-2020 school year, resigning effective April 2, 2019.

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.

2018-2019 School Year

Denise Peterson, Special Education Extended School Year paraprofessional at Steele Elementary School, effective June 10, 2019 through June 28, 2019.

Salary: \$16.24 / hr. (4.5 hours / day)

Tammi Olson, Special Education Extended School Year paraprofessional at Steele Elementary School, effective June 10, 2019 through June 28, 2019.

Salary: \$16.24 / hr. (4.5 hours / day)

Rebecca Harrell, Special Education Extended School Year paraprofessional at Steele Elementary School, effective June 10, 2019 through June 28, 2019.

Salary: \$13.56 / hr. (4.5 hours / day)

Matthew Davis, Food Service Director at the District Office, effective April 8, 2019. (Replacing Pam Webber)

Salary: \$67,500.00 (12 Month)

Michelle Murphy, Administrative Assistant to Assistant Superintendent for Finance & Operations (Coordinator for District Payroll), effective June 3, 2019. (Replacing Michelle Baker)

Salary: \$56,000.00 (12 Month)

Roger Donnelly, Part Time Custodian at the Board Office, effective April 11, 2019. (Replacing Brenda Saettele)

Salary: \$13.79 / hr. (25 hours / week)

2019-2020 School Year

Eric Meling, Psych Intern for the District, effective for the 2019-2020 school year.

Salary: \$25,000.00 (7.5 hours / day, 180 days)

TRANSFERS/CHANGE OF EMPLOYMENT STATUS:

2018-2019 School Year

Brenda Wilson, Food Service (Noontime Helper) at Steele Elementary School, transferring to Food Service (Cook's Helper) at Steele Elementary School, effective April 1, 2019. (Replacing Rosie Allen)

Demetrius Turner, Food Service (Noontime Helper) at Silas Willard Elementary School, transferring to Food Service (Noontime Helper) at Steele Elementary School, effective April 1, 2019. (Replacing Brenda Wilson)

RESIGNATION / TERMINATION / RETIREMENT:

Kathy Langholf, Secretary in Food Service for District 205, resigning effective March 22, 2019

Debbie Baysinger, Food Service (Cook's Helper) at Galesburg High School, retiring effective October 11, 2019. (Per Article 20 of the Food Service Bargaining Agreement, she will be entitled to a service bonus of \$300 X 10 years of service equaling \$3,000.00).

Nicole Fields, Paraprofessional (EBD) at Churchill Jr. High School, resigning effective March 18, 2019.

Jamie Painter, School Nurse at Nielson Elementary School, resigning effective April 12, 2019.

Amanda Brunswig, Cross Categorical Paraprofessional at Churchill Jr. High School, resigning effective April 2, 2019.

VACANCIES POSTED FOR 2019-20:

ELL Teacher	Location TBD
Anticipated Elementary Teachers	C.U.S.D. #205 Elementary Schools
Elementary Music Teachers (2)	C.U.S.D. #205 Elementary Schools
Instructional Interventionist	C.U.S.D. #205 Elementary School
Outreach Workers (2)	C.U.S.D. #205 Elementary Schools
Family & Consumer Science Teacher	C.U.S.D. #205 Middle Schools
Middle School Band Teacher	C.U.S.D. #205 Middle Schools
Middle School Keyboarding Teacher	C.U.S.D. #205 Middle Schools
Middle School PE Teacher	C.U.S.D. #205 Middle Schools
Middle School Science Teacher	C.U.S.D. #205 Middle Schools
Middle School Social Studies Teacher	C.U.S.D. #205 Middle Schools
Middle School Choir Teacher	C.U.S.D. #205 Middle Schools
Science Teacher	Galesburg High School
Social Studies Teacher	Galesburg High School
Special Education LBSI Teachers	C.U.S.D. #205 Schools
School Psychologist	C.U.S.D. #205 Schools
School Speech Pathologist	C.U.S.D. #205 Schools
School Psychologist Intern	C.U.S.D. #205 Schools

Efforts to Fill Vacancies Thus Far:

Posted on District website, IASA Job Bank (if applicable), and on District Social Media Sites as Needed.

Recruiting Trip made for 18-19 & 19-20 Vacancies: EIU on 11/7/18, WIU on 2/15/19, NIU on 2/25/19, EIU on 3/4/19, and ISU on 3/5/19.