



Community Consolidated School District 181

Dr. Don White, Superintendent
Administration Center
6010 S. Elm Street
Burr Ridge, IL 60527
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To: Board of Education Members
From: Dr. Don White, Superintendent *DW*
Subject: **New Hinsdale Middle School Owner's Representative and Owner's Representative Agreement Approval**
Date: February 13, 2017

It is my pleasure to recommend the approval of the attached Owner's Representative Agreement to engage the services of Mr. Kerry Leonard as the new Hinsdale Middle School Project Owner's Representative. This recommendation comes after a comprehensive search for interested candidates. Thirteen candidates demonstrated interest in this position. Four of the thirteen candidates were invited to participate in an interview.

Mr. Leonard is a licensed architect and has many years of experience in K-12 school design and construction.

Two references were contacted regarding Mr. Leonard's experiences. Mr. Jim Woods, Director of PreK-12 Education at FGM Architects, shared that Kerry was employed at FGM at a time when the firm was trying to move to a regionally based organization. Kerry was hired due to his expertise at a regional, state, and national level. Mr. Woods shared that this was during the economic downturn and the number of projects were limited so the firm was forced to downsize. Mr. Woods spoke very highly of Mr. Leonard and offered that Kerry is "a great guy with incredible knowledge. He is very collaborative and a great communicator." Dr. Laurie Heinz, Superintendent of Park Ridge Niles School District 64, shared that Mr. Leonard "is a wonderful person and a talented architect. I found him to be highly professional, responsive, creative, and enthusiastic about working with districts to enhance their learning environments."

Mr. Leonard is currently the owner of Kerry Leonard, LLC. His previous experiences include serving as a Principal with FGM Architects, Principal and K-12 Market Director for OWP/P/Cannon Design, and as Vice-President and Director of Educational Facility Planning with RuckPate Architecture. Kerry earned a Bachelor of Arts degree in architecture from the University of Saint Louis. He also completed continuing education in Educational Facilities Design at Harvard University in Massachusetts.

I am extremely confident that Mr. Leonard will be a great addition to the HMS project team and will serve the Board of Education well. His experiences include designing and managing projects with similar challenges and in similar communities.

The Board attorney assisted in the development of the attached agreement. The project budget for this work is \$160,000. Based on Mr. Leonard's experiences and expertise, I recommend that he be compensated as an individual contractor at an hourly rate of \$100.00 with no additional benefits. If Mr. Leonard works twenty hours per week during the duration of the project, the total estimated cost for his services will be \$183,600. The costs above the budgeted \$160,000 will come from Owner's Contingency.

I am pleased to recommend that the Board of Education approve the attached Owner's Representative Agreement to engage the services of Mr. Kerry Leonard.

I forward this nomination for your review and consideration.

OWNER'S REPRESENTATIVE AGREEMENT

THIS OWNER'S REPRESENTATIVE AGREEMENT ("Agreement") is entered into on _____, 2017 (the "Effective Date"), by and between:

The Owner:

The Board of Education of Community Consolidated School District 181
115 West 55th Street
Clarendon Hills, IL 60514

And the Owner's Representative:

Kerry Leonard, LLC


RECITALS

- A. The Owner intends to develop the project described in Exhibit A (the "Project").
- B. The Owner desires the services of the Owner's Representative, which has expertise and experience in areas relevant to the Project.
- C. The Owner desires to retain the Owner's Representative to provide services in the organization, coordination, management and administration required for of the development of the Project, including.

In consideration of the foregoing recitals, which are incorporated into and made a part of this Agreement by reference, and the mutual covenants contained in this Agreement, the Owner and the Owner's Representative agree as follows:

AGREEMENT

1. Term of Agreement. This Agreement is effective on the Effective Date and shall remain in effect until all obligations set forth in this Agreement have been satisfactorily fulfilled (the "Term"). Owner's Representative shall have a continuing obligation, after the Term, to comply with any provision of this Agreement intended for Owner's protection or benefit, or that by its sense and context, is intended to survive the completion, expiration or termination of this Agreement.

2. Scope of Services.

2.1 Kerry Leonard, LLC shall serve as the Owner's Representative on the Project.

2.2 The Owner's Representative shall have the authority to bind the Owner without the Owner's prior approval in all Project matters requiring the Owner's approval, authorization or written notice, to the extent such matters do not exceed \$10,000.00, and the Owner's Representative shall notify the Owner of such approvals within a reasonable time.

- 2.1. The Owner's Representative shall perform the services specified in Exhibit B (the "Scope of Services") and Exhibit C (Tasks and Budgeted Hours), collectively referred to as the "Services," in an expeditious and economical manner to further the Owner's interests. The Owner's Representative shall furnish all labor, services, supplies, materials and equipment required to complete the Services using Owner's Representative's best efforts, skill, judgment, and abilities in accordance with this Agreement. The Owner's Representative accepts the fiduciary relationship of trust and confidence established between it and the Owner by this Agreement.

The Owner's Representative shall perform its services consistent with the professional skill and care ordinarily provided by Owner's Representatives practicing in the same or similar locality under the same or similar circumstances.

Owner's Representative shall not subcontract or otherwise assign the performance of any aspect of the Services. Owner's Representative and Owner expressly agree that the Services shall be performed in their entirety by Kerry Leonard in his capacity as sole member and employee of Kerry Leonard, LLC.

- 2.2. Owner's Representative shall perform the Work in compliance with all applicable federal, state and local laws, regulations, and codes. Owner's Representative shall maintain any and all licenses, certificates, approvals, and permits required for the performance of the Services throughout the Term.
- 2.3. Owner's Representative has or will perform the Services set forth in Exhibit B and Exhibit C in cooperation with the Owner and the "Project Team". The Project Team includes the Architect identified in Exhibit A, or such other design and design-related consultants as may be appropriate; the Construction Manager identified in Exhibit A, and its subcontractors, suppliers, and materialmen; and such other consultants and professionals that perform consulting services for the Project, including without limitation, testing laboratories and surveyors.

Nothing contained in this Agreement shall create any obligation or contractual relationship between the Owner's Representative and any third party, including without limitation any other member of the Project Team.

- 2.4. Owner may modify the Services without invalidating this Agreement. Upon receipt of an Owner-requested change in the Services, the Owner's Representative shall promptly proceed with the change in Services, compensation for an Owner-requested change in Services shall be at the agreed upon hourly rate.

3. Owner's Responsibilities.

- 3.1. The Owner shall provide to the Owner's Representative and update periodically full information regarding Project requirements. Information shall include but not be limited to educational program requirements, building or system performance requirements, timeframes and deadlines, and budget information. The Owner shall furnish required

information as expeditiously as necessary for the orderly progress of the Work and the Owner's Representative shall be entitled to rely on the accuracy and completeness thereof.

- 3.2. The Owner shall designate an individual who shall have the authority to render decisions on Owner's behalf ("Owner's Contact"). The Owner may change Owner's Contact from time to time by written notice to the Owner's Representative. The initial Owner's Contact shall be Dr. Don White, Superintendent.
- 3.3. The Owner shall render decisions in a timely manner to avoid any unreasonable delay in the orderly and sequential progress of the Owner's Representative's services.
- 3.4. The Owner shall retain all contractors and consultants necessary to carry out the Project. The Owner shall provide the Owner's Representative with a copy of all executed agreements between the Owner and its consultants and contractors, and any modifications to those agreements. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided, and require that its contractors maintain commercial general liability insurance and other liability insurance as appropriate to the services or work provided. The Owner shall require all contractors to name the Owner's Representative as Additional Insureds on all insurance policies where available.
- 3.5. The Owner shall furnish tests, inspections, and reports required by law or the Project, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 3.6. The Owner shall furnish all legal, insurance, financing, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- 3.7. The Owner shall pay all fees for securing approval of authorities having jurisdiction over the Project, fees paid for testing, surveys or other data, and for all printing, reproductions, plots, and standard forms or documents.
- 3.8. The Owner shall provide, and shall require that its consultants and contractors provide, prompt written notice to the Owner's Representative if they become aware of any fault or defect in the Project, including errors, omissions or inconsistencies in any documents produced by, or services provided by, the Owner's Representative.
- 3.9. In the agreements between the Owner and the Owner's consultants or contractor(s), the Owner shall include a duty that the Owner's consultants or contractor cooperate with the Owner's Representative and provide information and documents reasonably necessary for the Owner's Representative to perform its services.
- 3.10. The Owner shall communicate with its own forces, employees, consultants, and contractor(s), and coordinate its own internal information and communications that are

necessary for the Project. The Owner shall promptly notify the Owner's Representative of any such communication that affects the Project.

- 3.11. The Owner shall provide the Owner's Representative access to the Project site and other facilities under the Owner's control and associated with the Project. The Owner shall obligate its contractors to provide the Owner's Representative access to the Project site wherever Work is in preparation or progress.

4. Compensation and Terms of Payment.

- 4.1. The Owner's Representative's shall provide the services set forth in this Agreement throughout its Term for the following Project phases as defined in the Owner's agreements with its architect and construction manager:

- A. Review of Completed Design Phase Documents
- B. Construction Document Phase
- C. Bidding Phase
- D. Construction Phase

These services are capped at an average of 20 hours per week from the Effective Date to December 31, 2018, or the completion of the Project, if the Project is not completed by December 31, 2018.

- 4.2. In addition, the Owner's Representative's shall provide services after Substantial Completion to assist the Owner during its move-in and occupancy of the facility. The estimated hours for these services and timeframe shall be determined as the project nears Substantial Completion.
- 4.3. Based on the scope of services described in this Agreement, the Owner's Representative's service shall be completed on an hourly rate of One Hundred Dollars (\$100.00) per hour. Provided, however, in no event shall Owner's total payment to Owner's Representative exceed \$183,600 without the prior written approval of Owner.
- 4.4. Compensation for Reimbursable Expenses are in addition to the Owner's Representative's Compensation and include expenses incurred by the Owner's Representative in the interest of the Project for:
 - A. Expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
 - B. Postage and handling of documents;
 - C. Expense of technology, software or licenses not currently owned by the Owner's Representative;
 - D. All reports, drawings, documents etc. produced will be submitted in electronic format;
 - E. Printed copies of reports, drawings, and documents will be reimbursed at 1.0 times the actual costs.

- 4.5. Owner may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. Except as set forth in the next paragraph, Owner's Representative shall not be entitled to any additional compensation as a result of any such withheld taxes.

Illinois does not assess sales tax on professional services. If in the future Illinois applies sales tax to the services included in this proposal and if a tax exemption by the Owner cannot be provided to the Owner's Representative, an amount equal to the amount of sales tax required by the State of Illinois will be added to the services billed and paid by the Owner.

Upon execution of this Agreement, Owner's Representative will provide to Owner a signed W-9.

- 4.6. Payments for the Owner's Representative's services and for Reimbursable Expenses shall be made monthly based on Owner's Representative's billing for services completed, in accordance with the Illinois Local Government Prompt Payment Act.
- 4.7. The Owner shall provide the Owner's Representative a schedule of dates necessary for the Owner to receive, review and included the Owner's Representative's billing in the Board packet for regularly scheduled Board meetings.
- 4.9. The Owner shall not withhold amounts from the Owner's Representative's compensation to impose a penalty or liquidated damages on the Owner's Representative, or to offset sums requested by or paid to contractors or other consultants for the cost of changes to the Project, unless there is a written modification to this agreement adjusting the compensation to the Owner's Representative.
- 4.10. Final payment shall not be due to Owner's Representative until Owner's Representative submits to Owner data or other documentation establishing satisfaction of Owner's Representative's obligations arising out of this Agreement. Owner's Representative warrants that upon submittal of an invoice, to the best of Owner's Representative's knowledge, information and belief, all work included in the Services shall be free and clear of liens, claims, security interests or encumbrances in favor of the Owner's Representative.

5. General Terms and Conditions.

5.1. Termination, Suspension.

- 5.1.1 This Agreement may be terminated by either party upon not less than seven day's written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

- 5.1.2 The Owner may terminate this Agreement upon not less than seven days' written notice to the Owner's Representative for the Owner's convenience and without cause.
- 5.1.3 If this Agreement is terminated the Owner's Representative shall be compensated for services performed prior to termination.
- 5.1.4 Upon receipt of a notice of termination, unless the notice directs otherwise, the Owner's Representative shall do the following: discontinue all Services and furnish the Owner with copies of all Project materials within seven (7) days of receipt of notice of termination. The Owner's Representative shall be compensated at the agree to hourly rate for all hours required to assemble and provide the Owner with Project data, materials, and information in the Owner's Representative's possession, up to a maximum of Two Thousand Dollars (\$2,000.00).
- 5.1.5 Owner may, without cause, order the Owner's Representative in writing to suspend delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine. If the Owner suspends the Project, the Owner's Representative shall be compensated for services performed prior to the notice of such suspension. If appropriate, the Owner's Representative's fees for the remaining services and time schedules may be equitably adjusted if mutually agreed to by the parties. If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Owner's Representative, the Owner's Representative may terminate this Agreement by giving not less than 30 days' written notice.
- 5.1.6 Owner will not pay the Owner's Representative for loss of anticipated profits or revenue or other economic loss arising out of or resulting from any termination or suspension of this Agreement.
- 5.2. **Disputes.** The Owner and the Owner's Representative shall endeavor to initially resolve claims, disputes or other matters in question between the parties to this agreement through direct discussions.
- 5.3. **Choice of Law, Forum Selection.** This Agreement shall be construed under Illinois law (without regard for choice of law considerations). Any action arising out of this Agreement shall be heard by a state court in DuPage County, Illinois, or federal court in the Northern District of Illinois, as appropriate.
- 5.4. **Insurance.**
 - 5.4.1 Owner shall maintain insurance as required in the AIA A201-2007, as modified by Owner. Owner's Representative shall be named as an additional insured on Owner's liability insurance policy maintained with respect to the Project. Each policy shall be endorsed to provide Owner's Representative with at least 30 days advance written notice of non-renewal, reduction in coverage or cancellation. Upon request,

Owner shall provide Owner's Representative certificates of insurance outlining evidence of Owner's insurance and the terms thereof.

- 5.4.2 Owner's Representative shall maintain the following insurance through the completion of the Project, at Owner's Representative's expense:

Coverage Description	Limit
Commercial General Liability - Aggregate	\$4,000,000
Products – Completed Operations - Aggregate	\$4,000,000
Each Occurrence	\$2,000,000
Personal Injury and Advertising Injury	\$2,000,000
Medical Expenses – Any One Person	\$5,000

Hired Automobile Liability, Non-Owned Automobile Liability, Broad Form Products Coverage, Contractual Liability, and Limited World Wide Liability (Lawsuits brought in the US) insurance shall be included within the above-described insurance.

All such insurance shall insure Owner's Representative's performance of the Services, as well as Owner's Representative's indemnification obligations as set forth in this Agreement.

Owner shall be named as an additional insured on the above-listed insurance maintained with respect to the Project. All such insurance shall be endorsed to provide Owner at least 30 days advance written notice of non-renewal, reduction in coverage or cancellation. Upon request, Owner's Representative shall provide Owner a certificate or certificates of insurance outlining evidence of Owner's Representative's insurance and the terms thereof.

- 5.4.3 Owner shall cause contractors to maintain insurance as required in the AIA A201-2007 as modified by Owner. To the extent feasible, if Owner is named as an insured on any such party's liability insurance policy, Owner's Representative shall also be named as an additional insured.

5.5. Indemnification.

- 5.5.1 To the fullest extent allowed by law, Owner's Representative agrees to reimburse defense costs, indemnify, and hold harmless Owner from and against all injuries, loss, causes of action, claims, liability, damages or judgments, including costs, expenses, and attorneys' fees, to the extent arising as a result of negligent acts and/or errors and/or omissions of Owner's Representative in the performance of the Services. The indemnification obligation set forth in this Section shall not be limited by the amount of any insurance maintained by the Owner's Representative, or by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

5.6. Audit and Retention of Books and Records.

- 5.6.1 Owner's Representative shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be satisfactory to the Owner.
- 5.6.2 Owner and/or its accountants, auditors, and agents shall, upon reasonable prior notice and during customary business hours, be entitled to audit, inspect, examine, and reproduce ("Audit") all of the Owner's Representative's information, materials, records or data relating to this Project. In those situations where the Owner's Representative's Records have been generated from computerized data, Owner's Representative agrees to provide the Owner with extracts of data files in computer readable format on disks or suitable alternative computer exchange formats.
- 5.6.3 Owner's Representative shall preserve the Records for a period of 10 years after final payment or for such longer period as required by law (the "Retention Period"), provided, however, that if a Dispute is asserted during said 10-year period, the Owner's Representative shall retain all Records until the Dispute has been resolved.
- 5.6.4 Any adjustments and/or payments that must be made as a result of any Audit shall be made within a reasonable time not to exceed 90 days from presentation of the Owner's findings to the Owner's Representative.

5.7. Data, Information.

- 5.7.1 Owner's Representative acknowledges and agrees that any Confidential Information disclosed to it pursuant to this Agreement shall be used only for the purposes contemplated in this Agreement, shall be kept confidential and in conformance with all State and federal laws relating to data privacy, and shall remain the Owner's property. The term "Confidential Information" means all knowledge, information, data, materials and trade secrets gained, obtained, derived, produced, generated or otherwise acquired by the Owner and provided to the Owner's Representative with respect to the Project. "Confidential Information" shall not include any information: (1) that is or becomes publicly available without a breach of this Agreement, or (2) that Owner's Representative can show (by contemporaneous written records) that Owner's Representative had it in its possession before beginning the Project and before disclosure by Owner. Owner's Representative agrees that the Confidential Information constitutes valuable trade secrets of the Owner and that money damages cannot fully remedy any breach of this Section. Owner's Representative agrees that the Owner may obtain an injunction to prevent or enjoin any breach of the obligations of this Section. Owner's Representative shall not make or otherwise disseminate any public announcement or press release with respect to the Project without the Owner's prior written approval.

5.7.2 Within fifteen (15) days of the completion or earlier termination of this Agreement, or upon earlier request of Owner, Owner's Representative shall return all documents, data and other information provided by Owner to Owner's Representative, in connection with this Agreement. Additionally, Owner's Representative, upon the request of Owner, shall destroy all copies of such Owner provided data, documents, or information in Owner's Representative's possession or control, and provide Owner with proof of such destruction.

5.8. Ownership of Works, Intellectual Property Rights.

5.8.1 The term "Works" includes creative writings, research data and reports, writings, sound recordings, pictorial reproductions, drawings, film and video recordings, and other graphical representations, software, business methods, inventions, improvements, and discoveries, and works of any similar nature (whether or not eligible for copyright, trademark, patent or other proprietary rights), which are to be prepared for Owner and delivered under this Agreement. Ownership of the Works and all copyrights, trademarks, patents and other proprietary rights in the Works shall be owned exclusively by Owner. Owner's Representative agrees that all copyrightable Works shall be considered a "work made for hire" and that Owner is the author of and owns all rights in and to the Works, and agrees that if the Works may not be considered a work made for hire under 17 U.S.C., Sections 101 and 201(b), Owner's Representative shall without further compensation, assign all rights Owner's Representative may have in the Works to Owner. Owner's Representative waives any and all statutory rights in the Works which Owner's Representative may have arising under 17 U.S.C. 1006(a), as well as any rights arising under any other federal, state, or foreign law that conveys any other type of right. Owner's Representative shall, without further compensation, disclose information to Owner and execute such documents as may be reasonably necessary to assist Owner in securing and enforcing rights in the Works and related proprietary rights.

5.8.1.1 Notwithstanding the above, data manipulation tools and formatting, reporting methods, and other similar materials and methods developed by the Owner's Representative may be used by the Owner's Representative for its business use on other projects.

5.8.2 Owner shall be the owner of and have all common law, statutory, and other reserved rights in all representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements, including, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials (the "Instruments of Service"). Owner's Representative shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's reserved rights. Owner's Representative is authorized to use and reproduce the Instruments of Service provided to it solely and exclusively for execution of this Agreement. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. Owner's

Representative may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner, which the Owner may withhold in its sole discretion.

5.9. Warranty. Owner's Representative expressly represents, warrants and guarantees that (a) it (i) shall comply with all applicable Laws; and (ii) is not currently debarred or suspended by any federal or State agency from doing business with any unit of federal, State, or local government, and Owner's Representative shall notify Owner if it becomes debarred or suspended during the Term; and (b) all services and goods (if any) provided under this Agreement: (i) comply with all applicable laws; (ii) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties is breached, Owner's Representative agrees to correct all defects and nonconformities at Owner's Representative's sole expense, to be liable for all direct damages suffered by Owner and to defend, indemnify, and hold harmless Owner from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by Owner.

The Owner's Representative makes no warranties relating to schedules or completion dates, budgets, the cost of the Project, the Work performed by the contractors. The Owner's Representatives shall have no liability for any errors or omissions in the Construction Documents.

5.10. Conflict of Interest. Owner's Representative affirms that, to the best of its knowledge, no actual or potential conflict of interest exists between Owner's Representative's family, business or financial interests and its services under this Agreement, and that it shall raise with Owner any questions regarding possible conflict of interest that may arise. Owner's Representative further affirms that it shall not hire any officer or employee of Owner to perform any service covered by this Agreement.

5.11. Use of Owner Name or Logo. Owner's Representative agrees not to use the name, logo, or any other marks owned by or associated with Owner or the name of any representative of Owner in any sales promotion work or advertising, or any form of publicity, without Owner's written permission in each instance.

The Owner's Representative shall have the right to include photographs and descriptions of the Project among the Owner's Representative's promotional and professional materials. The Owner shall provide professional credit for the Owner's Representative in the Owner's materials for the project where the project team is identified.

5.12. Independent Contractor. OWNER'S REPRESENTATIVE SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF OWNER. OWNER'S REPRESENTATIVE SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, INCLUDING ALL FEDERAL AND STATE INCOME TAX ON ANY MONIES PAID PURSUANT TO THIS AGREEMENT. OWNER'S REPRESENTATIVE

ACKNOWLEDGES THAT OWNER'S REPRESENTATIVE IS NOT ENTITLED TO TAX WITHHOLDING, WORKER'S COMPENSATION, UNEMPLOYMENT COMPENSATION, OR ANY EMPLOYEE BENEFITS, STATUTORY OR OTHERWISE. OWNER'S REPRESENTATIVE SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND OWNER TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. OWNER'S REPRESENTATIVE SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF OWNER'S REPRESENTATIVE.

5.13. Equal Employment Opportunity; Compliance with Laws and Agreements; Prevailing Wage. No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind under this Agreement, by, for, on behalf of, or for the benefit of the Owner.

Owner's Representative shall ensure that all persons employed by it and all applicants for such employment, will not be discriminated against because of their race, creed, color, sex, handicap, national origin, or other protected classification.

Owner's Representative shall familiarize itself with and comply with all provisions of all statutes of the State of Illinois which affect labor and performance of work, and will make an investigation of labor conditions and any negotiated labor agreements which may exist or are contemplated at this time. Nothing in the acts referred to in this section shall be construed to prohibit the payment of more than the prevailing wage scale.

All laborers, workers and mechanics performing work under this Agreement shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board of Education. Owner's Representative and all of its subcontractors shall in all respects comply with the Prevailing Wage Law in carrying out the work under this Agreement.

If, during the course of work under this Agreement, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract for any trade or occupation, Owner will notify Owner's Representative of the change in prevailing rate of hourly wages. Owner's Representative shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by it and all of its subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wages as set forth above shall not result in an increase in the compensation of the Owner's Representative or any of its subcontractors.

5.14. Notices. Any notice provided for in or permitted under this Agreement shall be made in writing, and may be given or served by (i) delivering the same in person or by facsimile or email transmission to the party to be notified, or (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the party to be notified at the address herein specified, or (iii) by depositing same with a reputable overnight courier service. If notice is deposited in the United States mail pursuant to clause (ii) of this Section, it will be effective from and after the day it is received by the

addressee or receipt thereof is refused by the addressee, unless such day is not a business day, and then it shall be deemed received on the next business day. Notice given in any other manner shall be effective only if and when received by the party to be notified unless the day it is received is not a business day, and then it shall be deemed received on the next business day. For the purpose of notice, the address of the party shall be, until changed as hereinafter provided for, as follows:

If to the Owner:

Board of Education
Community Consolidated School District 181
115 West 55th Street
Clarendon Hills, IL 60514
Attn: _Dr. Don White, Superintendent_____
Email Address: _dwhite@d181.org_____

If to the Owner's Representative:

Kerry Leonard, LLC



or to such other address as the Owner may specify in a written notice to the Owner's Representative or the Owner's Representative may specify in a written notice to the Owner in accordance with this Section.

Each party shall have the right from time to time and at any time to change its respective address and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other party. Each party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that no party shall have the right to designate more than three (3) such additional parties.

5.15. Non-Waiver. No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

5.16. Assignment. Owner's Representative may not assign any obligations of this Agreement without the prior written consent of Owner. In the event of any assignment, Owner's Representative shall remain responsible for its performance and that of any assignee under this Agreement. This Agreement shall be binding upon Owner's Representative, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement shall be void. Notwithstanding any notice of assignment, Owner's tender of payment to Owner's Representative named herein, or to any person reasonably believed by Owner to be entitled to payment, shall satisfy Owner's obligation to pay, and in no event

shall Owner be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

5.17. Severability. If any provision of this Agreement shall be invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

5.18. Survivability. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the parties hereunder—including, without limitation, Sections 5.2-5.9, and 5.12 - shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

5.19. Limitations. Causes of action between the parties to this agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date that final payment is made to the Owner's Representative.

5.20. Hazardous Materials. The Owner's Representative shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

5.21. Acts of Others. The Owner's Representative shall not be responsible for, nor liable to the Owner for, any damages arising out of, the failure of consultants, contractors, or other persons to carry out the performance of their contracts with the Owner.

5.22. Entire Agreement, and Amendment. This Agreement constitutes the entire agreement and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Owner shall not be bound by any amendment to this Agreement unless such amendment has been signed by Owner.

5.23. Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original. A facsimile signature will constitute an original and binding signature of a party.

This Agreement is entered into as of the Effective Date.

OWNER

Board of Education, Community

Consolidated School District 181

OWNER'S REPRESENTATIVE

Kerry Leonard, LLC

(Signature)



(Printed name and title)

Date: _____

(Signature)



(Kerry Leonard)

Date: _____

EXHIBIT A

PROJECT DESCRIPTION

The Project:
New Hinsdale Middle School
100 South Garfield Street
Hinsdale, IL 60521

On November 8, 2016 voters approved a referendum to sell up to \$55,329,194 in bonds for the purpose of replacing the Hinsdale Middle School with a new facility. The new facility is planned for 139,000 square feet and a capacity of 838 students in grades 6, 7 and 8. The new facility is being planned to meet a middle school educational delivery model.

The existing middle school facility will remain in place and in use by students and staff during the construction of the new middle school building. The existing middle school facility will be demolished upon completion and occupancy of the new facility.

The Owner's Architect for the Project is Cordogan Clark & Associates, 960 Ridgeway Ave, Aurora, IL 60506. The Architect's Representative for the project is Brian Kronewitter, AIA Executive Vice President.

The Owner's Construction Manager for the Project is Bulley & Andrews, 1755 West Armitage Avenue, Chicago, IL 60622. The Construction Manager's Representative for the Project is Peter Kuhn.

The current Project schedule dated November 11, 2016 and prepared by Bully & Andrews indicates the following milestones, which are subject to revision:

November 14, 2016 - Schematic Design (SD) and SD Budget Complete
January 10, 2017 – Design Development (DD) and DD Budget Complete
February 21, 2017 – Zoning Board of Appeals and Plan Commission Approvals Complete
July 10, 2017 – Bidding Complete
August 15, 2018 – New Building Complete
November 9, 2017 – Demolition and Site Work Complete

EXHIBIT B

SCOPE OF SERVICES

Owner's Representative shall provide the following scope of services ("Services"):

1. GENERAL SERVICES

- 1.1. Owner's Representative, in general, shall represent the Owner's interests in the management of the Project and shall coordinate for the Owner Project matters.
- 1.2. Owner's Representative shall maintain an organized filing system for all Project documents and records. At Project completion, Owner's Representative shall certify that all Project documents and records in its possession are provided to the Owner. The Owner's Representative will deliver document(s) and record(s) to the Owner at the end of the Term or at any time during the Term at the Owner's request.
- 1.3. Owner's Representative shall attend, conduct, record, and assist the Owner at Project meetings (including without limitation meetings with the Architect, Construction Manager, consultants, or Owner's Board of Education). Owner's Representative shall direct the Architect or Construction Manager to prepare meeting minutes if the Architect or Construction Manager is contractually required to do so. In the absence of meeting minutes prepared by others, Owner's Representative will provide Owner with minutes from such meetings prepared by Owner's Representative. Owner's Representative shall review for accuracy the minutes of such meetings prepared by either the Architect, Construction Manager, or others. Owner's Representative shall clarify, amend and report any discrepancies affecting the Project.
- 1.4. Owner's Representative shall furnish to the Owner monthly reports containing (a) the status of the Project; (b) a comparison of the Project budget to costs incurred through the date of the report; (c) a comparison of the Project schedule to the work actually completed through the date of the report; (d) any revision to the Project schedule or Project budget made during the month covered by the report; (e) a summary of change orders made during the month covered by the report; (f) a list of all pending change orders and all outstanding issues requiring action or approval by Owner; (g) the status of any governmental requirements and activities required to facilitate approval of the Project; and (h) any other reports concerning the Project as Owner may reasonably request.
- 1.5. Owner's Representative shall provide budget management services for the Project, including but not limited to (a) preparing monthly variance reports; (b) monthly services related to assembling, reviewing and forwarding to Owner for payment the invoices from the Architect and Construction Manager and other consultants; and (c) processing and coordinating the payment of the Contractor's application- for payment. Owner's Representative shall provide such reports in an electronic format in a form acceptable to Owner.

- 1.6. Owner's Representative shall be available for questions and follow up by telephone or site meetings with Owner.
- 1.7. Services shall be completed in accordance with this Exhibit B and detailed Exhibit C Tasks and Budgeted Hours

2. PRE- CONSTRUCTION PHASE SERVICES

- 2.1. Owner's Representative shall review information relevant to the Project, including predesign studies, preliminary site plans, current building program/utilization, Owner research, Owner generated project concepts, proposed building program, environmental investigation and remediation reports, building systems analysis reports, applicable city/state regulations including health code, and Americans with Disabilities Act compliance.
- 2.2. Owner's Representative shall become familiar with, and provide services that are consistent with all applicable laws and the requirements of easements, licenses, and other pertinent agreements to the extent the foregoing are made known to Owner's Representative.
- 2.3. Owner's Representative shall meet with the Owner and its risk management/insurance consultants to discuss, and make recommendations regarding, the development and implementation of an effective risk management program for the Project.
- 2.4. Owner's Representative shall collaborate with the Project Team on all matters relating to the planning, design, governmental approvals, construction, and other activities necessary to complete the Project.
- 2.5. Owner's Representative shall monitor throughout the Term the Project Schedule and monitor the Project Schedule and Project Budget to manage cash flow, maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.
- 2.6. Owner's Representative shall coordinate any required environmental review of the Project, and advise and assist Owner in obtaining all environmental permits or approvals required for the Project, if any.
- 2.7. Owner's Representative shall coordinate with Owner in identifying any governmental and quasi-governmental authorities having jurisdiction over the Project, as well as any other organizations that may have an interest in the Project; assist the Architect in obtaining permits for the Project; coordinate with the various municipal and other governmental agencies having permit responsibilities for the Project; represent the Owner at meetings of the applicable governmental units; recommend to the Owner appropriate policies or decisions to be followed on public matters affecting the Project; direct the Architect to ascertain whether there are any significant building code or other governmental compliance issues; coordinate with the Construction Manager the obtaining of necessary building permits or other necessary construction

approvals for the Project; and advise the Owner as to any material issues noted by the Architect.

- 2.8. Owner's Representative shall attend regular meetings with the Architect related to the development of the design.
- 2.9. Owner's Representative shall review with the Construction Manager and provide recommendations to the Owner regarding construction feasibility, value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, Budget and Schedule, and possible cost reductions and economies if and when necessary to reconcile the Project Budget, Program, and Schedule.
- 2.10. Owner's Representative shall review and comment on the drawings and specifications for the Project (the "Construction Documents"), as they are prepared by the Architect, and coordinate their review by the Construction Manager. Owner's Representative shall assist the Owner in the evaluation and recommendation of appropriate design alternatives in light of the Owner's Project Program and the Project Budget and Schedule, provided the Owner's Representative shall not assume any of the Architect's responsibilities for design or any of the Owner's Representative's responsibilities for construction means, methods or costs.
- 2.11. Upon approval by Owner of design development plans and specifications, Owner's Representative shall (a) Review the Architect and other Project consultants Construction Documents for the Project; and (b) make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect the Project Program, Budget or Schedule; or (ii) cause the Project to deviate from the approved drawings or requirements of Owner.
- 2.12. Owner's Representative shall (i) update cost estimates for the estimated Project costs to be incurred by Owner in designing and constructing the Project, including the projected monthly expenditures for the Term (the "Project Costs Estimate"). and (ii) evaluate Construction Manager's pricing for alternative building and engineering systems. In addition, Owner's Representative shall:
 - 2.12.1. If appropriate, identify contractors and subcontractors to provide additional cost estimate confirmation or means and methods suggestions.
 - 2.12.2. Owner's Representative shall recommend modifications to the Project design, Project Budget, Project Schedule and Project Program to reconcile each with the others, for final decision by Owner.
- 2.13. Owner's Representative shall act as Owner's representative in assisting the Architect in the preparation of bid documents, which shall consist of, among other things, the working drawings, proposed form of construction contracts and invitation and

instructions to bidders or requests for proposals. Owner's Representative shall use Owner's standard procurement forms and manage the award of contracts in accordance with Owner's requirements.

- 2.14. If requested by Owner, Owner's Representative shall make recommendations for prequalification criteria for bidders, including any need for performance bonding of any bidder if selected as a contractor, and develop a bid list for prospective contractors and subcontractors.
- 2.15. Owner's Representative shall attend pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.
- 2.16. Owner's Representative shall assist in the review of bids, and preparation of analyses and recommendations to Owner for award of a contract for the Project.
- 2.17. Owner's Representative shall provide recommendations regarding each contractor's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to same.
- 2.18. Owner's Representative may, if necessary attend pre-award conferences with each successful respondent for a Project construction contract, advise Owner regarding the negotiation of business terms of each Project construction contract, and advise Owner on the acceptability of Contractor for the Project.
- 2.19. Establish procedures and practices for managing the accounting of expenditures, change orders, and waivers.
- 2.20. Develop procedures for the timely communication and approval of change orders with the Owner and the Superintendent, with final approval by the Owner.

3. CONSTRUCTION PHASE SERVICES

- 3.1. Owner's Representative shall represent the Owner in its communications with the Architect, Construction Manager, and Consultant(s); schedule, attend, and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review, advise the Owner concerning, and approve change orders, submittals, and requests for information.
- 3.2. Owner's Representative shall (i) assist and review the processing of change orders, (ii) advise Owner concerning the necessity for, scope of and recommended cost of change orders, and (iii) negotiate, on Owner's behalf, all change orders with Construction Manager. The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.

- 3.3. Owner's Representative shall review applications for payment by the Construction Manager and review payment requests submitted by Architect, and make written recommendations to Owner concerning such payment.
- 3.4. Owner's Representative shall direct Construction Manager (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work. In the event of delays impacting the critical path schedule, Owner's Representative shall make recommendations to Owner for corrective action by Construction Manager.
- 3.5. Owner's Representative shall assist in negotiations among the Project Team, and as applicable, the utility companies, local municipalities, and others concerning the installation of electric, sewer, water, gas, and telephone (but not internal telephone, security or data wiring or connections) facilities required for the Project, on a schedule consistent with the Project Schedule.
- 3.6. Owner's Representative shall monitor the Architect's review and approval of shop drawings, product data and other submittals by Construction Manager.
- 3.7. Owner's Representative shall notify Owner if Owner's Representative becomes aware that the work of Construction Manager is not being performed in accordance with the requirements of the Contract Documents. As appropriate, Owner's Representative shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. Owner's Representative shall review any and all test reports and notify the Owner, the Architect and the Construction Manager, as appropriate, of deficiencies in the work of which Owner's Representative becomes aware and shall advise the Owner of projected consequences of such default shall make recommendations to Owner with respect thereto. With the written authorization of Owner, Owner's Representative shall reject work which does not conform to the requirements of the applicable Contract Documents.
- 3.8. Owner's Representative shall attend on-site review of the Project to confirm substantial and final completion of the construction of the Project, and notify Owner when Owner's Representative believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.
- 3.9. Owner's Representative shall coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion. At the substantial completion by Construction Manager of the work, collaborate with the Architect and Construction Manager on development of "punch list" items which require completion, installation, correction or repair, and completion of "punch list" items. Owner's Representative will consult with Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.

- 3.10. Owner's Representative shall obtain from the Architect and Construction Manager record drawings, construction prints, specification, and "as-built" drawings, as construction progresses, and ensure that Owner has a complete set of all such items at the conclusion of the Project. Owner's Representative shall maintain a digital photo library that includes images taken before, during, and after the Project.
- 3.11. Together with the Architect and Owner, Owner's Representative shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project.
- 3.12. Owner's Representative shall complete the final close-out of the Project by (i) obtaining, or causing the Construction Manager to obtain, all government approvals required for the legal use and occupancy of the Project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) obtaining all affidavits, waivers, and releases the Construction Managers are required to provide pursuant to the Project construction contracts to achieve final completion of the Project, (iv) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the Construction Managers and the Architect, (v) collecting and/or otherwise resolving any and all back-charge claims that Owner may assert against any Architect or Construction Managers, including assistance with any legal proceedings instituted by Owner and/or any Architect or Construction Manager, and/or (vi) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.
- 3.16. Owner's Representative shall coordinate the purchase and installation of Owner-Furnished-Owner-Installed and Owner-Furnished-Construction Manager-Installed furniture, fixtures and equipment.
- 3.17. Owner's Representative shall develop and implement a plan to commission all equipment within the new facility, assist the Owner with the selection of the commissioning agent and coordinate and administer the project commissioning process.
- 3.18. Coordinate and schedule ongoing and post-construction training opportunities for District staff

4. SECURITY/SAFETY.

- 4.1 Collaborate with the Architect, Construction Manager, consultants to implement proactive measures that provide a construction site which prioritizes the safety of students and staff at all times with consideration and emphasis given to project layout, deliveries, staging, storage, and installation of equipment.

- 4.2 While performing the Work, the Owner's Representative shall promptly inform the Owner if the Owner's Representative becomes aware of any security concerns and/or unsafe conditions.

EXHIBIT C

The Owner's Representatives services and compensation are based on the following service area, estimated durations and hours. Billings will be based upon actual hours expended, however in no case shall the total amount billed exceed the cap of \$183,600.00, without prior written authorization by the Owner.

It is understood by both parties that throughout the course of the project specific tasks and hours expended may need to be adjusted in order to maintain the overall contract cap.

Hinsdale CCSD 181 Service Areas, Estimated Hours and Percentage of			
Service Area and Duration	Hours	Dollars	% of
1. Educational Facilities Planning Tasks January 23,	20	\$2,000	1%
2. Operations and Maintenance Planning Tasks January 23, 2017 to March 31, 2017	20	\$2,000	1%
3. Building and Site Design Tasks SD and DD Phases	0	\$0	0%
4. Construction Documents January 23, 2017	14	\$14,000	8%
5. Logistics Planning for Existing Building Occupancy January 23, 2017 to November 9,	44	\$4,400	2%
6. Procurement and Contracting January 23, 2017	75	\$7,500	4%
7. Construction March 21, 2017 to November 9, 2018	69	\$69,200	38
8. Substantial Completion and Project Closeout HMS Building: June 21, 2018 to August 15, 2018 Site: September 9	80	\$8,000	4%
9. Furnishings, Fixtures and Equipment (FFF)	72	\$7,200	4%
10. Move-in, Occupancy, and Post- Occupancy Scope of Services and	0	\$0	0%
11. Record Keeping, Documentation, and Reporting	16	\$16,100	9%
12. Communications	23	\$23,050	13
13. Schedule Oversight	74	\$7,400	4%
14. Budget Management	22	\$22,700	12
TOT	1,836	\$183,600	

The following Task List identifies the budgeted tasks for each of the Service Areas:

1. Educational Facilities Planning Tasks - January 23, 2017 to March 31, 2017

- Review of Architect's Schematic Design Submittals
- Review Architect's Design Development Submittals
- Educational Specifications review
- HMS Principal Meeting
- Schematic Design and Design Development Information
- Space Program Variance Report
- Written review of Educational Specification, Schematic Design, and Design Development review
- Review with Owner Team (Administration and HMS Principal)
- Document changes or clarifications to DD Documents to be included in CD Phase
- Review changes and clarifications with Design Team

2. Operations and Maintenance Planning Tasks - January 23, 2017 to March 31, 2017

- Director of Facilities review meetings
- Owner furnished material review
- Document Owner's O & M requirements
- Student and Staff Security and Safety Planning

3. Building and Site Design Tasks, SD and DD Phases are Complete - No Tasks

4. Construction Documents - January 23, 2017 to August 1, 2017

- Kick-off meeting with Architect and Construction Manager
- Design Team meetings
- Design issue tracking log
- Review Owner provided items with Design Team
- Coordinate Owner's other consultants' services with Architect and Construction Manager
- Alternates and Unit Prices
- Owner Design Sign-off
- Value Management - Ongoing Drawing and Specification Review
- Bidding Documents
- Coordinate with Design Team Owner's testing program
- Called Inspections Provider
- Facilitate Owner Execution of Permit Documents

5. Logistics Planning for Existing Building Occupancy - January 23, 2017 to November 9, 2018

- Design Team / Owner meeting to review logistics plans prior to student arrival
- Meet with HMS Principal and staff to review logistics
- First responder input to Logistics Plan
- Meetings-Owner and Principal to review performance
- Extended on-site time first week of plan transitions
- On-call response to logistic issues at school

6. Procurement and Contracting - January 23, 2017 to August 1, 2018

- Coordinate project requirements with Owner
- Coordinate project requirements with Owner's Insurance
- Coordinate project requirements with Owner's attorney
- Communicate and review Owner's Requirements to Design Team
- Review Architect and CM's Division 0 and 1
- Review with CM Solicitation and Bidding Process
- Advertisement for Bids
- Attend Pre-bid meetings
- Review addendum issued by Architect and CM
- Attend Bid Openings
- Bid Review
- Facilitate Board award of Contracts
- Coordinate Issuance of Notice to Proceed
- Owner Purchased Services, Equipment or Material

7. Construction - March 21, 2017 to November 9, 2018 - Issue Notice to Proceed to Construction Manager

- Submittals
- Review CM's monthly written progress report
- Finish and Color Submittals
- Owner's construction testing program
- Called Inspections
- Weekly job meetings and site visits
 - o Phase 1 (March 21, 2017 to June 8, 2017)
 - o Phase 2 start and finish Phase 1 (June 9, 2017 to July 10, 2017)
 - o Phase 3, Phase 2 finish, and Phase 4 start (July 11, 2017 to August 15, 2018)
 - o Phase 5 and Phase 4 finish (August 16, 2018 to November 9, 2018)
- Construction Issue tracking
- Change Orders
- Monthly Pay Applications

8. Substantial Completion and Project Closeout

HMS Building: June 21, 2018 to August 15, 2018

Site: September 9, 2018 to November 9, 2018"

- Plan for SC and Closeout (2 months prior)
- Prior to Substantial Completion (partial or whole)
- Attend Substantial Completion Inspection
- Facilitate ROE Occupancy Certificate
- Training and Instruction
- Final Pay Application

9. Furnishings, Fixtures and Equipment (FFE)

- Review Owner FFE requirements with Architect
- Review procurement options for FFE
- Review with Architect installed FFE for acceptance by the Owner
- Assist district and school staff school staff on consumables to be purchased by District
- Coordinate with District's Technology Staff

10. Move-in, Occupancy, and Post-Occupancy (Scope of Services and Compensation TBD)

- Furniture Move Coordination (By Owner)
- Consult with Owner as requested
- One year from SC review facility operations and performance with Architect

11. Record Keeping, Documentation, and Reporting

- Project Records meeting with District office staff
- Final Project Records review meeting with Facilities Office staff
- Maintain project files from Design and Construction Team throughout the project
- Maintain Owner's project files
- List and copies of all Owner documents made available to Owner's Representative
- PDF of emails chronologically on a monthly basis
- Miscellaneous Meeting Notes

12. Communications

- Written Board Report (Monthly)
- Superintendents Advisory Task Force Meetings
- Superintendents Advisory Task Force Issues
- Review with Owner (in person or by phone)
- Specific event reporting and resolution
- Director of Communications Meetings
- Monthly updates for website

13. Schedule Oversight

- Master Schedule review
- Parodic Schedule Review-by phone or in person prior to construction and at construction meetings after construction start
- Schedule issue resolution

14. Budget Management

- SD / DD Budgets
- Business office accounting meeting
- CM's Guaranteed Maximum Price
- Track Budget / Expenditures
- Construction Document Budget
- Owner's Costs
- Bid Award
- Construction Change Orders
- Final Cost Accounting