

Board of Directors Meeting Thursday, March 16, 2023 4:30pm Virtual Meeting

https://zoom.us/j/95368923041?pwd=NStzZFIINGFaYmJXeHJKOUhrNnZhUT09

ACTION	1	Roll Call to Determine Quorum			
		Justine Del	Muro	Beto Lopez	Jaime Guillen
		Phyllis Hern	andez	Dr. Julia Vargas	Octavio Villalobos
		Rosemary N	<i>M</i> artin	Corina Guzman	Manny Medina
INFORMATION	2	Welcome &	Introdu	ctions	
ACTION	3	Consent Agenda 3.1 February 23, 2023 Board Meeting Minutes 3.2 March 4, 2023 Special Board Meeting Minutes 3.3 HR Board Staff Report March 2023 3.4 FY24 Budget/Salary 3.5 February 2023 Financial Statement 3.6 February 2023 Check Register 3.7 February 2023 Credit Card Statement 3.8 UMB- Invest 50% of Cash Reserves in 3 Month Treasury Bills 3.9 MCC School Partnership Agreement SY 23/24 3.10 Literacy Lab SY22/23 3.11 Asphalt Bids 3.12 Holter Children's Restroom Sinks 3.13 Chapel Upstairs Classroom Remodel 3.14 Middle School Cafeteria Oven/Steamer			
ACTION	4			riculum Resource ENDED: APPROVAI	-
ACTION	5	Real World Learning Video Production ACTION RECOMMENDED: APPROVAL			
INFORMATION	6	2023-2024	School C	alendar	
INFORMATION	7	7.2 By T 7.3 Feas	econd Some	uccess Stories- Eac pers- Dr. Miguel pdate- Dr. Uzziel Ped	
INFORMATION	8	Facilities R	eport- M	lr. Olson	
INFORMATION	9	9.2 Exec	nce Com cutive Co	ımittee	ee

INFORMATION	10	Old Business
INFORMATION	11	New Business
INFORMATION	12	Public Comment
ACTION	13	Executive Session
ACTION	14	Adjourn

Next regular Board of Directors Meeting: Thursday, April 27, 2023

"The Board may hold a closed session during the workshop or meeting to discuss, legal, real estate or personnel issues pursuant to R.S.Mo. Section 610.021."

Guadalupe Education System Inc. Board of Director Meeting Minutes February 23, 2023

The meeting was called to order by the Board President, Beto Lopez, at 4:47pm at the GCI Theater and via Zoom. The board members present established a quorum. Mr. Lopez welcomed all those in attendance.

Board Members Present: Beto Lopez Jaime Guillen Phyllis Hernandez

Rosemary Martin Corina Guzman Justine Del Muro

Board Members Absent: Octavio Villalobos Dr. Julia Vargas Valerie Coyazo

Also present: Dr. Jim Hammen Eduardo Mendez Charlotte Hawkins Jennifer Clay Dr. Alicia Miguel Daisy Myrick Samantha Novak Omar Fierros Dr. April Soberon Jesse Harvey Esteban Martinez Lineth Posada Michael Meaney Elizabeth Marentes Luis Posada Shannon Spradling Mark Nasteff Alan Olson James Engelby

Mr. Lopez introduced the newly elected board member, Corina Guzman. She is a former alumna from Guadalupe Centers High School. She studied biology and pre-health at Avila University.

Consent Agenda

January 26, 2023 Board Meeting Minutes HR Board Staff Report February 2023 January 2023 Financial Statement January 2023 Check Register January 2023 Credit Card Statement Speech and Language Proposal MindDrive MOU Summer School Salaries Internal Sub Pay Coverage

Salary Adjustment- Current School Year

New Breezeway HVAC Proposal

GCHS Mother's Room. Bathroom & Laundry Renovation Proposal

GCHS Hazardous Material Inspection and Testing Proposal

There were no further questions or concerns noted on the Consent Agenda.

Ms. Hernandez moved to accept the Consent Agenda, Mr. Guillen seconded the motion. **Motion carried unanimously**.

Salary Schedule-Increase Proposal for all Staff

Mr. Lopez stated this action item has been tabled to discuss during executive session at the upcoming board retreat being held on March 4, 2023.

Board Acknowledgement of Closure Assurance

Dr. Hammen mentioned this is required by the Charter Commission is that for whatever reason there would be a need for closure, that our Board has an acknowledgment in that process.

Mr. Guillen moved to accept the Closure Assurance, Ms. Hernandez seconded the motion. **Motion carried unanimously**.

2023-2024 School Calendar

Dr. Hammen stated there is a committee that input regarding school calendar for next year, they take into consideration compliance issues with a number of minutes required by law in the State of Missouri. They've added an additional 2 days at the beginning of the school year for new teachers new to our system so they can receive help with onboarding procedures and get situated for the first day of school. They received input from the staff, administration and parents. They are making the recommendation to approve calendar A as presented.

Mr. Guillen moved to accept the 2023-2024 School Calendar, Ms. Martin seconded the motion. **Motion carried unanimously**.

Superintendent Report

60 Second Success-

<u>Elementary School-</u> Dr. Soberon had the opportunity to invite a number of principals to visit the school through the Missouri Leadership Development System. They hosted a morning session and afternoon session, the purpose of this visit was to gain practice for principals and provide feedback to teachers. They were able to observe 4 different classrooms that teachers volunteered to participate in.

<u>Middle School-</u> Mr. Martinez shared that Ms. Vania Soto painted a mural on the side of the school to bring awareness of how we need representation of minorities for the research for cancer and the studies that are being done. She visited with some kids and was able to hold a Q & A session with them.

<u>High School-</u> Mr. Meaney shared a couple of success stories that took place today. He, Mr. Mendez and some students started their day at Hollis and Miller, a group of the students are working on a school building revision that identifies the need for space at the high school. They are designing an additional building of 15,000 square feet that would sit in their current parking lot which would help meet their needs. After that visit, he and Mr. Mendez went to the Latinx Education Collaborative for a career panel for the early escalera students. That is for 9th and 10th grade to help prepare them for college.

By The Numbers- Dr. Miguel shared that 85.46% of students have re-enrolled. Thank you to the school staff and registrars that helped parents enroll during parent teacher conferences, that helped bump up the numbers. There are currently 480 new applications, the admission lottery will be held via Zoom on March 3, students will receive an offer on March 6 and have until March 13 to accept the offer. The middle school Band Director, Mr. Chase Shumsky, applied for the Successful Grant and received over \$29,000 of band equipment for the middle school students.

Middle School Presentation- Mr. Martinez shared a video for his presentation.

Summer School Update- Dr. Hammen asked Mr. Mendez and Ms. Jen Clay to lead the summer school efforts this year. They are working on transportation, food service and locations where summer school will be held to inform parents.

Annual Performance Review Update- Dr. Hammen stated each year the State of Missouri provides an annual report for each LEA and school districts around the State of Missouri. This year, the school is under the guidance of MSIP 6 which is some testing as well as some evaluation adjustments made by the state as we move forward the rest of the school year. There were some items that he believes the school could have scored better on. Brandon Wright, our SIS and Data Coordinator, has looked into some scenarios that could potentially add an additional 4 points to our score. That will put us in the 70's on a scale of 0-95, which is where most schools score at.

Charter Site Visit Update- Dr. Hammen said the site visit went well, a finalized document will be sent to him to review along with Mr. Lopez. This will show items the school is doing well at and items that need to be worked on.

Feasibility Update- This item will be postponed until the March board meeting.

Facilities Report

Mr. Olson stated they hired a new facilities director, Victoria Paprocki. She will present this report at next month's board meeting.

Committee Reports

Finance Committee- Mr. Lopez stated they did meet, all finances under the Consent Agenda were discussed.

Executive Committee- Mr. Lopez stated they did not meet.

Instructional & Safety Committee- Dr. Miguel stated they did meet. She noted that they have received the badges for the Centigix, the installation has been completed in all of the buildings. Work is being done on the integration of the system. Training will be provided at a later date.

Old Business

None.

New Business

Dr. Hammen provided the date for high school graduation, it will be held on May 23. More information will be shared as the date gets closer.

Public Comment

None.

Executive Session

None.

Adjournment

There being no further information to come before the Board, Mr. Lopez adjourned the meeting at 5:36pm.

Respectfully Submitted
Patricia Hernandez, Board Secretary

The next Board of Directors Meeting is scheduled for **Thursday**, **March 16**, **2023**. Minutes prepared by Recorder: Patricia Hernandez, Administrative Assistant

Guadalupe Education System Inc. Board of Director Meeting Minutes March 4, 2023

The meeting was called to order by the Board President, Beto Lopez, at 10:45am at the GCI Theater. The board members present established a quorum. Mr. Lopez welcomed all those in attendance.

Board Members Present: Beto Lopez Jaime Guillen Phyllis Hernandez

Justine Del Muro Dr. Julia Vargas Octavio Villalobos

Rosemary Martin Manny Medina

Board Members Absent: Corina Guzman

Consideration of Manny Medina for GCCS School Board

The board was informed that Valerie Coyazo has resigned from the board. Mr. Medina is a member of the GCI board and would act as liaison for both boards.

Ms. Hernandez moved to accept the Consent Agenda, Ms. Martin seconded the motion. **Motion carried unanimously**.

Salary Proposal SY23-24

It was recommended that the salary increase be for 8%, meaning that a salary adjustment would be made for teachers, ranging from 12 - 14% depending on when employment began. Discussion was had regarding increasing the percentage from 8 to 9%.

Executive Session

Ms. Hernandez made the motion to go into executive session, seconded by Mr. Villalobos to discuss the Superintendent's performance review and to discuss other personnel matters. The motion passed unanimously.

Adjourn

There being no further information to come before the Board, Dr. Vargas moved to adjourn the board meeting at 12:45pm, seconded by Mr. Guillen and unanimously approved.

Respectfully Submitted
Justine Del Muro, Treasurer

The next Board of Directors Meeting is scheduled for **Thursday**, **March 16**, **2023**. Minutes prepared by Recorder: Justine Del Muro, Treasurer

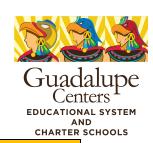


CERTIFIED SALARY SCHEDULE - SCHOOL YEAR 2023-2024

Step	Bachelor	Bachelor+12 HRS	Masters	Masters+15 HRS	Masters+30 HRS
1	\$45,342	\$45,787	\$47,159	\$48,575	\$50,031
2	\$46,229	\$46,670	\$48,526	\$49,982	\$51,481
3	\$47,111	\$47,565	\$49,933	\$51,431	\$52,974
4	\$48,022	\$48,493	\$51,383	\$52,925	\$54,512
5	\$48,952	\$49,431	\$52,876	\$54,463	\$56,097
6	\$49,900	\$50,389	\$54,414	\$56,048	\$57,729
7	\$50,867	\$51,365	\$55,999	\$57,679	\$59,409
8	\$51,853	\$52,361	\$57,631	\$59,360	\$61,140
9	\$52,860	\$53,377	\$59,312	\$61,091	\$62,924
10	\$53,886	\$54,413	\$61,043	\$62,874	\$64,759
11	\$54,900	\$55,470	\$62,826	\$64,710	\$66,651
12			\$64,661	\$66,602	\$68,599
13			\$66,554	\$68,550	\$70,607
14			\$68,501	\$70,558	\$72,674
15			\$70,509	\$72,624	\$74,279
16			\$72,576	\$74,753	\$76,603
17			\$73,995	\$76,215	\$79,254
18			\$75,501	\$77,706	\$81,634
19			\$76,240	\$78,467	\$82,379
20			\$77,088	\$79,228	\$83,123
21			\$79,786	\$82,001	\$86,033

Certified Teacher receiving a Doctorate will receive an additional \$1500.00 stipend annually

Board Approved March 4, 2023



BOARD REPORT March 23, 2023

HR UPDATES

- Monitor Employee Covid-19 Reporting
- Continue Hiring New Staff for the SY 2022-2023 and 2023-2024
 - Pursuing the hiring of Long-Term Subs
 - Preparing to start career fair events for the Spring
 - Paycom to PowerSchool HRMS implementation completed

CURRENT VACANCIES & RECRUITING

Building	New/Existing Position	Position
1. Middle School	Existing	Long-Term Substitute Teacher
2. Middle School	Existing	ELA Teacher
3. Middle School	New	Recess/Hall Monitor
4. Middle School	Existing	Spanish Teacher
5. Middle School	Existing	SPED Teacher
6. Middle School	New	ELD Teacher
7. High School	New	Paraprofessional (Grant)
8. High School	Existing	SPED Paraprofessional
9. High School	Existing	Soccer Coach
10. High School	Existing	ELD Paraprofessional
11. High School	New	Recess/Hall Monitor
12. High School	New	ELD Teacher
13. High School	New	Electives Teacher
14. High School	Existing	Math Teaacher

15. High School	Existing	Art Teacher	
16. High School	Existiing	Impact Academy Teacher	Guadalupe Centers
17. Elementary	New	Literacy Interventionist	EDUCATIONAL SYSTEM AND CHARTER SCHOOLS
18. Elementary	New	SPED Paraprofessional	
19. Elementary	Additional	Art Teacher	
20. Elementary	Additional	Computer & Technology Teacher	
21. Elementary	New	Recess/Hall Monitor	
22. Elementary	Additional	Library Media Specialist	
23. Elementary	Existing	Speech, Language Pathologist	

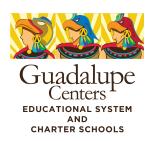
NEW HIRES for SY 2022-2023

Name	Position
1. Daniel Garcia Roman	Long-Term Art Teacher
2. Miriam Solorio	Girls Soccer Coach
3.	
4.	

NEW HIRES FOR SY 2023-2024

Name	Position
1. Chalis Davis	Classroom Teacher
2. Sarah Zalesakova	Special Education Teacher
3. Emma Killian	Speech Language Pathologist

Human Resources Report



INTERNAL TRANSFERS

Name	Position
1. Hunter Hoagland	Long-Term Sub to Classroom Teacher
2. Emily Miller	Long-Term Sub to Classroom Teacher
3. Ali Stallbaumer	Long-Term Sub to Classroom Teacher
4. Marcos Castillo	Long-Term Sub to Physical Education Teacher
5. Lorena Nebergall	Spanish Teacher Middle School to Elementary School
6. Anna Lourenco	Classroom Teacher to ELD Teacher
7. Shannon Patterson	Long-Term Sub to ELD Teacher
8. Tammie White	Long-Term Sub to SPED Teacher

RESIGNATIONS

Name	Position
1. Kate Zeilon	Art Teacher
2.	
3.	

RELEASED

Name	Position
1.	

TERMINATIONS

Name	Position
1.	

MOVING EXPENSES, BILINGUAL, DOCTORATE STIPENDS

MOVING EXPENSES, BILINGUAL, DOCTORATE STIPENDS				Guadalupe Centers
Name	Position	Building	Noted Area(s)	Amount And CHARTER SCHOOLS

2023-2024 SY Contracts

Name	Position
1. Annissa Abrego	Math Teacher
2. Andrew Acosta	Social Studies Teacher
3. Shelly Alexander	Music Teacher
4. Jayden Anderson	ELA Teacher
5. Samuel Aparicio	Math Teacher
6. Elda Aranda	Focus Room Facilitator
7. Christine Baird	ELD Teacher
8. Michelle Beck	Classroom Teacher
9. Isabelle Beckett	Classroom Teacher
10. Wyatt Beebe	Physical Education Teacher

Human	Resources	Report
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IADALUPE CENTERS CHARTER SCHOOLS man Resources Report		
11. Meghan Behrends	School Counselor	
12. Wendy Bonilla	Classroom Teacher	Guadalup Centers
13. Gregory Brenner	Social Studies Teacher	EDUCATIONAL SYSTE AND CHARTER SCHOOLS
14. Hailee Brewington	Instructional Coach	
15. Matthew Buckled	Social Studies Teacher	
16. Alison Bunten	Instructional Coach	
17. Miranda Bybee	Classroom Teacher	
18. Kathryn Cibrian	Special Education Teacher	
20. Michaela Creer	Classroom Teacher	
21. Cherelle Curley	Instructional Coach	
22. Teresa Draper	School Nurse	
23. Carolyn Duff	ELD Teacher	
24. Renda Duncan	ELD Teacher	
25. Alexandra Duque	Pre-K Lead Teacher	
26. Amanda Erisman	Science Teacher	
27. Joseph Eveland Pulido	Classroom Teacher	
28. Martha Flowers	Science Teacher	
29. Ann Fontes	Focus Room Facilitator	
31. Tatiana Fuentes	Family & Community Engagement Coordi	inator
32. Zara Gibbon	Special Education Teacher	
33. Jennifer Gleason	Classrom Teacher	

Human Resou	rces Report
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34. Jesse Gomez	Physical Education Teacher	
		Guadalur
35. Jasdel Gonzalez	Spanish Teacher	Centers T
37. Charlotte Hawkins	Special Services Director	AND CHARTER SCHOOL
38. Anne Heidemann	ELD Teacher	
39. Andrew Heimburger	Freshman/ Junior Seminar Teacher	
40. Kayla Heishman	Special Education Teacher	
41. Sarah Hellhake	Classroom Teacher	
42. Michael Helton	Music Teacher	
44. Megan Henderson	Classroom Teacher	
45. Jasmine Herrera	Social Worker	
46. Halle Hewitt	Classroom Teacher	
47. Hunter Hoagland	Classroom Teacher	
48. Jason Holmes	Physical Education Teacher	
49. Hillary Holub	Special Education Teacher	
50. Hannah Ickes	ELA Interventionist	
51. Catherine Irwin	Kindergarten Teacher	
52. Hannah Iversen	Special Education Process Coordinator	
53. Claudia Jeffers	Kindergarten Teacher	
54. Traci Keeler	Classrom Teacher	
55. Jessica Keeley	Family & Community Engagement Coordinate	tor
56. Mirta Kelley	ELD Teacher	

Human R	esources	Report
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GUADALUPE CENTERS CHARTER SCHOOLS Human Resources Report		
57. Javier Kelty	Social Studies Teacher	
58. Hillary Kosnac	ELA Interventionist	Guadalupe Centers
59. Craig Krueger	Senior Seminar Teacher	EDUCATIONAL SYSTEM AND CHARTER SCHOOLS
60. Catherine Kugler	Literacy Interventionist	
61. Christopher Leavens	ELD Teacher	
62. Jesseca Lindsey	Science Teacher	
63. Serena Long-Ramos	Classroom Teacher	
64. Allison Lopez	Pre-K Lead Teacher	
65. Anna Lourenco	ELD Teacher	
66. Monique Lozano	ELD Teacher	
67. Bryn MacDonald	Classroom Teacher	
68. Kristol Malott	Math Teacher	
69. Elizabeth Marentes	Assistant Principal	
70. Sandra Marlow	ELA Teacher	
72. Marcos Mazariegos	Physical Education Teacher	
73. Catherine McCartney	Science Teacher	
74. Michael Meaney	Principal	
75. Elva Medina	Academic Advisor	
76. Eduardo Mendez	Assistant Superintendent	
77. Timothy Michael	Math Teacher	
78. Alicia Miguel	Director of Student Services	

Human Resources Re	port
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nan Resources Report		
79. Emily Miller	Classroom Teacher	dolub
80. Rachel Miller	ELD Teacher	adalup enters
81. Cory Minnis	Computer & Technology Teacher	TIONAL SYSTEI AND TER SCHOOLS
82. Kerstin Monks	Computer & Technology Teacher	
83. Salvador Montanez	Classroom Teacher	
84. Daisy Myrick	ELD Director	
85. Ariel Nagy	Instructional Coach	
86. Lorena Nebergall	Spanish Teacher	
87. Derek Neufeld	Social Studies Teacher	
88. Erin Nielsen	ELD Teacher	
89. Sammi Novak	Director of Communications	
90. Steven O'Sullivan	Instructional Coach	
91. Johanna O'Bryan	Classroom Teacher	
92. Megan O'Neill	Classroom Teacher	
93. Dalia Ortiz	Math Teacher	
94. Lorena Patino	Family & Community Enagagement Coordinator	
95. Shannon Patterson	ELD Teacher	
96. Pamela Pine	School Nurse	
97. Celeste Pistole	Instructional Coach	
98. Joseph Pistone	Instructional Coach	
99. Lineth Posada	Assistant Principal	

GUADALUPE CENTERS CHARTER SCHOOLS Human Resources Report		
100. Luis Posada	Assistant Principal	
101. Edith Radillo	Kindergarten Teacher	Guadalupe Centers
102. Erin Randel	Instructional Coach	EDUCATIONAL SYSTEM AND CHARTER SCHOOLS
103. Molly Reilly	Library & Media Specialist	
104. Selena Resendiz	Math Techer	
105. Joel Rios	Science Teacher	
106. Maitee Ramos	Pre-K Lead Teacher	
107.Dakotah Rodgers	Classroom Teacher	
108. Meg Ross	Kindergarten Teacher	
109. Edgar Santa Cruz	Art Teacher	
110. Keth Schoen	Real World Learning Project Coordinator	
111. Audrey Schuler	Math Teacher	
112. Autumn Schulte	Music Teacher	
113. Christina Shackelford-Barraza	Kindergarten Teacher	
114. Michelle Sharp	Classroom Teacher	
115. Sydney Shugrue	Classroom Teacher	
116. Chase Shumsky	Music Teacher	
117. Keri Simcoe	Classroom Teacher	
118. Heidi Skretta	Classroom Teacher	
119. Carrie Smith	Staff Acccountant	
120. Hailee Smith	School Nurse	

Human	Resources	Report
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GUADALUPE CENTERS CHARTER SCHOOLS Human Resources Report		
121. James Spradling	Chief Financial Officer	
122. Ali Stallbaumer	Classroom Teacher	Guadalupe Centers
123. Lori Stark	ELD Teacher	EDUCATIONAL SYSTEM AND CHARTER SCHOOLS
124. Laura Stowe	Speech Language Pathologist	
125. Charlene Strasburg	Special Education Teacher	
127. Lisa Thies-Fox	Classroom Teacher	
129. Sariann Uhlenkamp	Classroom Teacher	
130. Tania Valenzuela	Kindergarten Teacher	
131. Cassidy Van Hook	Art Teacher	
132. Alicia Vargas	ELA Teacher	
133. Liz Vargas	Spanish Teacher	
134. Blanca Villa Alba	Family Advocate	
135. Sophie Wek	Classroom Teacher	
136. Elizabeth Weisberg	School Nurse	
137. Ashlyn Welch	ELA Teacher	
138. Joshua Wheeler	Business Teacher	
139. Tammie White	Special Education Teacher	
140. Mary Kate Willey	Special Education Teacher	
141. Benjamin Williams	ELA Teacher	
142. Rebecca Worth	Classroom Teacher	
143. Brandon Wright	SIS & Data Coordinator	

Human Resources Report

Tallian Notes in part		
144. Samantha Wynne	Math Teacher	
145. Natalie Yancey	Classroom Teacher	Guadalupe Centers
146. Martin Mulligan	Spanish Teacher	EDUCATIONAL SYSTEM AND CHARTER SCHOOLS
147.April Soberon	Principal	
148. Frances Alaniz	Controller	

2022-23 Balance Sheet

	as of February 28, 2023
Assets	
Cash & Cash Equivalents	12,875,230
Property & Equipment, net	4,869,067
Total Assets	17,744,297
Liabilities & Net Assets	
Fund Balance	17,744,297
Total Liabilities & Net Assets	17,744,297

2022-23 Revenue & Expenses Compared to Annual Budget

		Approved Budget FY23	Actual as of 02.28.23	Budget Variance	% of Budget
Revenues					
5100	Local	\$ 2,742,170	\$ 2,972,948	\$ 230,778	108%
5300	State	19,799,904	15,670,654	(4,129,250)	79%
5400	Federal	3,742,764	820,038	(2,922,726)	22%
3400	rederai	0,142,104	020,030	(2,322,720)	
5899	GRAND TOTAL REVENUES	26,284,838	19,463,639	(6,821,199)	74%
Expenditure	s				
1111	Elementary Classroom Instruction	3,535,786	2,566,169	969,617	73%
1131	Middle School Classroom Instruction	2,309,047	1,514,048	794,999	66%
1151	High School Classroom Instruction	2,810,632	1,925,719	884,913	69%
1191	Summer School	514,475	532,422	(17,947)	103%
1221	Special Programs	949,126	678,133	270,993	71%
1251	Supplemental Education	1,241,746	770,726	471,019	62%
1411	Student Activity-Extracurricular	66,800	178,140	(111,340)	267%
1999	TOTAL INSTRUCTION	11,427,612	8,165,358	3,262,254	71%
2111	Support Services-Pupils	927,115	763,197	163,918	82%
2134	Health Services	295,571	185,590	109,981	63%
2152	Speech Pathology	-	49,696	(49,696)	NA
2213	Professional Development	113,250	78,111	35,139	69%
2321	Executive Administration Services.	1,087,726	867,359	220,367	80%
2329	Special Education Administration	209,187	75,924	133,263	36%
2660	Technology Services	223,400	112,188	111,212	50%
2411	Building Principal Services	1,136,127	747,910	388,217	66%
2511	Business Support Services	729,100	454,668	274,432	62%
2541	Operation of Plant Services	5,744,120	4,553,705	1,190,415	79%
2551	Contracted Pupil Transportation	1,479,000	533,837	945,163	36%
2562	Food Services	864,831	913,527	(48,696)	106%
2642	Recruitment & Placement	45,925	35,975	9,950	78%
2998	TOTAL SUPPORT SERVICES	12,855,352	9,371,688	3,483,664	73%
3510	Early Childhood Program	627,715	465,603	162,112	74%
3912	Parental Involvement	208,498	134,195	74,303	64%
3999	TOTAL COMMUNITY SERVICES	836,213	599,798	236,415	72%
0000	TOTAL COMMONTAL CERTAINE	000,210	000,700	200,110	1270
4011	Facility Acquisition	1,000,000	_	1,000,000	0%
4999	TOTAL FACILITY ACQUISITION	1,000,000	-	1,000,000	0%
9999	GRAND TOTAL EXPENDITURES	26 110 177	18,136,844	7 022 222	69%
3333	CITALD TOTAL LAFENDITURES	26,119,177	10,130,044	7,982,332	
Total Reven	ue Over/(Under) Total Expenses	165,661	1,326,795	(1,161,133)	
Beginning F	und Balance, July 1	11,701,789	11,701,789		
	change in payroll liabilities	,,	(153,354)		
	I Balance, February 28	\$ 11,867,450	\$ 12,875,230		
	, ,	+ , , 	,,		
Ending Cash	n Fund Balance %	45%	41%		

2022-23 Revenue Compared to Annual Budget

Revenue	Approved Budget FY23	Actual as of 02.28.23	Budget Variance	% of Budget
5100 Local				
5113 Prop C	\$ 2,380,170	\$ 1,987,654	\$ (392,516)	84%
5141 Interest	400	133,431	133,031	33358%
5151 Student Food Sales	15,600	148	(15,452)	1%
5161 Adult Food Sales	7,800	-	(7,800)	0%
5171 Student Activity	83,200	4,876	(78,324)	6%
5192 Gifts	250,000	192,750	(57,250)	77%
5198 Other	5,000	654,089	649,089	13082%
Total Local	2,742,170	2,972,948	230,778	108%
5300 State				
5311-19 Basic Formula & CTF	19,589,904	15,047,447	(4,542,457)	77%
5312 Transportation	168,000	536,438	368,438	319%
5333 Food Service - State	7,000	· -	(7,000)	0%
5381 Special Ed High Need Fund	35,000	86,769	51,769	248%
5397 Other State Revenue	-	-	-	NA
Total State	19,799,904	15,670,654	(4,129,250)	79%
5400 Federal				
5412 Medicaid	88,400	77,498	(10,902)	88%
5422 CARES ESSER III	1,500,000	-	(1,500,000)	0%
5424 CARES ESSER I - Teacher Retention	26,554	24,444	(2,110)	92%
5437 Special Ed High Need Fund	-	1,598	1,598	#DIV/0!
5441 Special Ed Part B	257,782	-	(257,782)	0%
5442 ESCE - Special Ed (611 & 619)	6,676	-	(6,676)	NA
5445-48 Lunch/Breakfast/Snack	811,200	708,018	(103,182)	87%
5451-66 Consolidated Federal Funds	1,052,152	8,480	(1,043,672)	1%
5497 Other Federal Revenue		<u> </u>	_	NA
Total Federal	3,742,764	820,038	(2,922,726)	22%
5899 Total Revenue	26,284,838	19,463,639	(6,821,199)	74%

	Approved Budget	Actual as of	Budget	% of
Expenditures by Function	FY23	02.28.23	Variance	Budget
4444 Elementary Claseroom Instruction				
1111 Elementary Classroom Instruction 6100 Salaries	2,435,343	\$ 1,565,336	\$ 870,007	64%
6200 Benefits	730,603	443,622	286,981	61%
6300 Purchased Services	113,400	67,840	45,560	60%
6400 Supplies & Materials	181,440	320,054	(138,614)	176%
6412 Technology	75,000	169,316	(94,316)	226%
6500 Equipment	-	-	-	0%
Total Elementary Instruction	3,535,786	2,566,169	969,617	73%
1131 Middle Classroom Instruction				
6100 Salaries	1,355,573	870,398	485,176	64%
6200 Benefits	412,579	251,361	161,218	61%
6300 Purchased Services	76,500	27,395	49,105	36%
6400 Supplies & Materials	99,395	70,946	28,449	71%
6412 Technology	365,000	293,949	71,051	81%
6500 Equipment	-	-	-	0%
Total Middle Instruction	2,309,047	1,514,048	794,999	66%
4454 Himb Oak and Olandara and Instruction				
1151 High School Classroom Instruction	4 702 070	4 450 404	640.640	CEN/
6100 Salaries	1,763,076	1,150,434	612,642	65%
6200 Benefits	534,906	319,123	215,783	60% 58%
6300 Purchased Services 6400 Supplies & Materials	229,500 108,150	132,816 125,569	96,684 (17,419)	116%
6412 Technology	175,000	197,777	(22,777)	113%
6500 Equipment	173,000	191,111	(22,111)	0%
Total High School Instruction	2,810,632	1,925,719	884,913	69%
	,0:0,00	1,020,110	00.,0.0	0070
1191 Summer School				
6100 Salaries	150,000	73,351	76,649	49%
6200 Benefits	11,475	11,573	(98)	101%
6300 Purchased Services	350,000	444,848	(94,848)	127%
6400 Supplies & Materials	3,000	2,650	350	88%
6500 Equipment				0%
Total Summer School	514,475	532,422	(17,947)	103%
1221 Special Programs				
6100 Salaries	641,293	447,178	194,115	70%
6200 Benefits	190,383	134,130	56,253	70%
6300 Purchased Services	102,000	47,173	54,827	46%
6400 Supplies & Materials	15,450	49,652	(34,202)	321%
6500 Equipment	-	-	-	0%
Total Special Programs	949,126	678,133	270,993	71%
1251 Supplemental Education				
1251 Supplemental Education 6100 Salaries	933,812	576,025	357,787	62%
6200 Benefits	280,144	155,317	124,826	55%
6300 Purchased Services	2,040	5,071	(3,031)	249%
6400 Supplies & Materials	25,750	34,313	(8,563)	133%
6500 Equipment	20,700	-	(0,500)	0%
Total Supplemental Education	1,241,746	770,726	471,019	62%

Expenditures by Function	Approved Budget FY23	Actual as of 02.28.23	Budget Variance	% of Budget
1411 Student Activity-Extracurricular				
6100 Salaries	In Instruction	103,414	_	na
6200 Benefits	-	11,580	(11,580)	na
6300 Purchased Services	51,500	25,191	26,309	49%
6400 Supplies & Materials	15,300	37,955	(22,655)	248%
6500 Equipment (Capital Outlay)	-	-	· - ´	0%
Total Student Activity-Extracurricular	66,800	178,140	(7,926)	267%
2111 Support Services-Pupils				
6100 Salaries	563,879	381,462	182,417	68%
6200 Benefits	168,921	95,358	73,563	56%
6300 Purchased Services	193,800	286,065	(92,265)	148%
6400 Supplies & Materials	515	312	203	61%
6500 Equipment	-	-	-	0%
Total Support Services-Pupils	927,115	763,197	163,918	82%
2134 Health Services				
6100 Salaries	228,525	142,243	86,282	62%
6200 Benefits	58,836	33,745	25,091	57%
6300 Purchased Services	3,060	2,229	831	73%
6400 Supplies & Materials	5,150	7,372	(2,222)	143%
6500 Equipment	-	-	-	0%
Total Health Services	295,571	185,590	109,981	63%
2152 Speech Pathology				
6100 Salaries	-	40,255	(40,255)	NA
6200 Benefits	-	9,441	(9,441)	NA
6300 Purchased Services	-	-	· -	0%
6400 Supplies & Materials	-	-	-	0%
6500 Equipment				0%
Total Speech Pathology	-	49,696	(49,696)	#DIV/0!
2191 Other Support Services				
6100 Salaries	-	564	(564)	NA
6200 Benefits	-	43	(43)	NA
6300 Purchased Services	-	-	-	0%
6400 Supplies & Materials	-	-	-	0%
6500 Equipment			-	0%
Total Other Support Services	-	607	(607)	#DIV/0!
2213 Professional Development				
6100 Salaries	-	-	-	0%
6200 Benefits	-	-	-	0%
6300 Purchased Services	108,150	72,197	35,953	67%
6400 Supplies & Materials	5,100	5,915	(815)	116%
6500 Equipment			-	0%
Total Professional Development	113,250	78,111	35,139	69%
2321 Executive Administration Services				
6100 Salaries	513,176	422,019	91,157	82%
6200 Benefits	329,600	191,548	138,052	58%
6300 Purchased Services	229,500	211,300	18,200	92%
6400 Supplies & Materials	15,450	42,491	(27,041)	275%
6500 Equipment				0%
Total Executive Admin Services	1,087,726	867,359	220,367	80%

Expenditures by Function	Approved Budget FY23	Actual as of 02.28.23	Budget Variance	% of Budget
6100 Salaries	176,936	60.940	115,996	34%
6200 Benefits	32,251	14,985	17.266	46%
6300 Purchased Services	32,231	14,900	17,200	0%
6400 Supplies & Materials	-	-	-	0%
6500 Equipment	-	-	-	0%
- ' ' - <u>-</u>			- 400 000	
Total Special Education Administration	209,187	75,924	133,263	36%
2331 Technology Services				
6100 Salaries	-	-	-	0%
6200 Benefits	-	-	-	0%
6300 Purchased Services	173,400	112,188	61,212	65%
6400 Supplies & Materials	-	-	-	0%
6412 Technology	50,000	-	50,000	0%
6500 Equipment	· -	-	, <u>-</u>	0%
Total Technology Services	223,400	112,188	111,212	50%

Expenditures by Function	Approved Budget FY23	Actual as of 02.28.23	Budget Variance	% of Budget
2411 Building Principal Services	000.040	E02 020	277 002	CO0/
6100 Salaries 6200 Benefits	860,912 256.775	583,820 154,645	277,092 102,130	68% 60%
6300 Purchased Services	10,200	6,276	3,924	62%
6400 Supplies & Materials	8,240	3,169	5,071	38%
6500 Equipment	-	0,100	-	0%
Total Building Principal Services	1,136,127	747,910	388,217	66%
2511 Business Support Services				
6100 Salaries	381,651	185,368	196,283	49%
6200 Benefits	76,999	50,020	26,979	65%
6300 Purchased Services	255,000	211,921	255,000	83%
6400 Supplies & Materials	15,450	7,359	8,091	48%
6500 Equipment		- -	-	0%
Total Business Support Services	729,100	454,668	486,353	62%
2541 Operation of Plant Services				
6100 Salaries	227,400	132,310	95,090	58%
6200 Benefits	17,729	10,122	7,607	57%
6300 Purchased Services	5,089,051	3,546,770	1,542,281	70%
6400 Supplies & Materials	409,940	357,439	52,501	87%
6500 Equipment Total Operation of Plant Services	5,744,120	507,064 4,553,705	(507,064) 1,190,415	NA 79%
Total Operation of Flant Services	5,744,120	4,553,705	1,190,415	19/0
2551 Contracted Pupil Transportation				
6100 Salaries	-	-	-	0%
6200 Benefits	-	-	-	0%
6300 Purchased Services	1,479,000	512,487	1,479,000	35%
6400 Supplies & Materials	-	-	-	0%
6500 Equipment	4 470 000	21,350	(21,350)	0%
Total Contracted Transportation	1,479,000	533,837	1,457,650	36%
2562 Food Services				
6100 Salaries	49,508	25,263	24,245	51%
6200 Benefits	3,608	1,933	1,675	54%
6300 Purchased Services	811,200	372,769	811,200	46%
6400 Supplies & Materials	515	513,563	(513,048)	99721%
6500 Equipment Total Food Services	964 924		224.072	0%
Total Food Services	864,831	913,527	324,072	106%
2642 Recruitment & Placement				
6100 Salaries	-	-	-	0%
6200 Benefits	-	-	-	0%
6300 Purchased Services	43,350	35,635	43,350	82%
6400 Supplies & Materials	2,575	340	2,235	13%
6500 Equipment Total Recruitment & Placement	45,925	35,975	45,585	0% 78%
rotal Recruitment & Flacement	45,925	35,975	45,565	10 /0
3510 Early Childhood Program				
6100 Salaries	453,016	363,070	89,946	80%
6200 Benefits	138,749	93,616	45,133	67%
6300 Purchased Services	10,200	1,423	10,200	14%
6400 Supplies & Materials 6500 Equipment	25,750	7,495	18,255	29%
Total Early Childhood Program	627,715	465,603	163,535	74%
Total Early Officialion Flogram	021,113	+00,000	100,000	ı /0

Expenditures by Function	Approved Budget FY23	Actual as of 02.28.23	Budget Variance	% of Budget
3912 Parental Involvement				
6100 Salaries	156,218	101,554	54,664	65%
6200 Benefits	46.640	30.055	16.585	64%
6300 Purchased Services	2.550	2,358	2.550	92%
6400 Supplies & Materials	3,090	228	2,862	7%
6500 Equipment	-	_	-	0%
Total Parental Involvement	208,498	134,195	76,661	64%
4011 Facility Acquisition				
6100 Salaries	-	-	-	0%
6200 Benefits	-	-	-	0%
6300 Purchased Services	-	-	-	0%
6400 Supplies & Materials	-	-	-	0%
6500 Capital Outlay	1,000,000	-	1,000,000	0%
6600 Interest	-	-	-	0%
Total Facility Acquisition	1,000,000	-	1,000,000	0%
9999 GRAND TOTAL EXPENDITURES	\$ 26,119,177	\$ 18,137,451	\$ 9,272,036	69%

Check Register by Type

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Payee Type: V		(Check Type: Check	* *	Checking Account ID: 1	Sel ID. ALANFRA
Check Number	Check Date		Void Void Date	Entity ID	Entity Name	Check Amount
64115	02/03/2023	X	void void Date	ALLPRO	ALL-PRO PEST CONTROL, INC.	1,185.00
64116	02/03/2023	X		ALPHACARD	ALPHA CARD	325.61
64117	02/03/2023	X		ATT	AT&T	1,470.66
64118	02/03/2023	X		BSNSPORTSL	BSN SPORTS, LLC	115.00
64119	02/03/2023	X		CLAYJEN	JENNIFER CLAY	176.32
64120	02/03/2023	X		CODERED	CODE RED INC	1,050.00
64121	02/03/2023	X		CONCENTRA	Concentra Medical Centers	133.00
64122	02/03/2023	X		CUTRITE	CUTRITE LAWN CARE	4,285.00
64123	02/03/2023	X		DESIGNMECH	DESIGN MECHANICAL INC	2,110.00
64124		^			Emporia State University	
64125	02/03/2023 02/03/2023	X		EMPORIAST FPMAILINGS	,	200.00 94.35
64126	02/03/2023	X		GFLENVIRON	Francotyp-Postalia, Inc. GFL ENVIRONMENTAL	181.55
64127	02/03/2023	X		GREATERKCH	GREATER KC HISPANIC DEVELOPMENT FUND	2,500.00
		X				•
64128	02/03/2023	^		GUADALUPE	GUADALUPE CENTERS, INC.	52,977.89
64129	02/03/2023	V		HEIMAND	Andrew Heimburger	51.22
64130	02/03/2023	X		IVERHAN	Hannah Iversen	125.89
64131	02/03/2023	X		JOHNSONCON	Johnson Controls Security Solutions LLC	64.95
64132	02/03/2023	X		MORGANHUNT	MORGAN HUNTER EDUCATION, LLC	7,324.80
64133	02/03/2023	X		NASCO	NASCO	111.95
64134	02/03/2023	X		NOVASAM	SAMANTHA NOVAK	19.00
64135	02/03/2023	X		NUESYNERG1	NUESYNERGY, INC	279.75
64136	02/03/2023	X		OFFICEESSE	Office Essentials	3,102.37
64137	02/03/2023	X		SOBEAPR	April Soberon	347.15
64138	02/03/2023	X		STACOELECT	STACO ELECTRIC CONSTRUCTION	6,462.65
64139	02/03/2023	X		STRACHA	Charlene Strasburg	75.00
64140	02/03/2023	X		TAPCOPRODU	Tapco Products Co	75.08
64141	02/03/2023	X		UNIVERSIT9	UNIVERSITY OF CENTRAL MISSOURI	95.00
64142	02/03/2023	X		WINPROSOLU	WINPRO SOLUTIONS, INC	1,646.71
64143	02/07/2023	X		CURLCHE	Cherelle Curley	184.38
64144	02/07/2023	X		GUADALUPE	GUADALUPE CENTERS, INC.	274,256.33
64145	02/07/2023	X		HAMMJAM	James Hammen	288.00
64146	02/07/2023	X		HOLLISMILL	Hollis + Miller Architects, Inc	20,735.00
64147	02/07/2023	X		NASTEFF	NASTEFF & QUINN LLC	5,000.00
64148	02/07/2023	X		PISTCEL	CELESTE PISTOLE	314.40
64149	02/07/2023	X		SUMNERONE	SumnerOne	8,257.32
64150	02/07/2023	X		TOTALMECHA	TOTAL MECHANICAL SERVICE	205.00
64151	02/07/2023	X		UNIVERSALC	UNIVERSAL CONSTRUCTION CO, INC	100,362.75
64152	02/07/2023	X		WORLDSFINE	WORLDS FINEST CHOCOLATE INC.	1,870.00
64153	02/15/2023			KCPRS	KCPRS	92,269.74
64154	02/15/2023			UNITEDWAY	UNITED WAY	54.67
64155	02/27/2023	V		CLAYJEN	JENNIFER CLAY	119.50
64156	02/27/2023	Х		MIGUALI	ALICIA MIGUEL	206.50
64157	02/28/2023			KCPRS	KCPRS	88,508.46
64158	02/28/2023			UNITEDWAY	UNITED WAY	54.67
64159	02/28/2023			21STCENTUR	21st Century Therapy, PC	4,904.28
64160	02/28/2023			ALLSTATE	ALLSTATE	135.40
64161	02/28/2023			AMERICAND1	AMERICAN DIGITAL SECURITY, LLC	768.00
64162	02/28/2023			ATT	AT&T	1,435.69
64163	02/28/2023			ATT	AT&T	1,430.71
64164	02/28/2023			ATTMOBILE	AT&T MOBILITY	663.58
64165	02/28/2023			AVANTASSES	Avant Assessment, LLC	1,245.00
64166	02/28/2023			BREWHAI	Hailee Brewington	225.84
64167	02/28/2023			CLAYJEN	JENNIFER CLAY	222.11
64168	02/28/2023			CUTRITE	CUTRITE LAWN CARE	3,050.00
64169	02/28/2023			DESIGNMECH	DESIGN MECHANICAL INC	7,304.49
64170	02/28/2023			EVERDRIVEN	EVERDRIVEN TECHNOLOGIES, LLC	12,235.00
64171	02/28/2023			FAVORITEHE	FAVORITE HEALTHCARE STAFFING, INC	1,252.80
64172	02/28/2023			FDCCONTRAC	FDC CONTRACT	900.00
64173	02/28/2023			FIRSTSTUDE	FIRST STUDENT, INC.	97,241.13

Check Register by Type

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Payee Type: Vo	endor	C		ype: Che	ck		•	ecking Acc	count ID: 1	
Check Number	Check Date	Cleared	<u>Void</u>	Void Date	Entity ID		Entity Name			Check Amount
64174	02/28/2023				GERINGCONS	S	GERING CONS	ULTING LI	_C	1,500.00
64175	02/28/2023				GFLENVIRON	l	GFL ENVIRON	MENTAL		213.96
64176	02/28/2023				GREATERKC	Н	GREATER KC H	HISPANIC	DEVELOPMENT FUND	2,500.00
64177	02/28/2023				GUADALUPE		GUADALUPE C	ENTERS,	INC.	135,763.75
64178	02/28/2023				HEARTLAND	M	Heartland Macs	LLC		25,071.69
64179	02/28/2023				KCHISPANIC		KANSAS CITY I	HISPANIC	NEWS	775.00
64180	02/28/2023				KCPREMTRAI	N	KC Premier Trai	nsportation	LLC	16,673.21
64181	02/28/2023				KENTONBRO	Т	Kenton Brothers	Inc.		747.00
64182	02/28/2023				LEAVCHR		Christopher Lea	vens		41.00
64183	02/28/2023				LEESSUMMIT	•	LEES SUMMIT	R7 SCHOO	DL DISTRICT	5,250.00
64184	02/28/2023				LINDJES		Jesseca Lindsey	y		3,807.00
64185	02/28/2023				MIDAMLAMIN		MID AMERICA	LAMINATII	NG	352.00
64186	02/28/2023				MIDWESTBUS	S	MIDWEST BUS			2,268.28
64187	02/28/2023				MSBA		Missouri School	Boards' As	ssociation	33.40
64188	02/28/2023				MORGANHUN	١T	MORGAN HUN	TER EDUC	ATION, LLC	4,667.60
64189	02/28/2023				NOVASAM		SAMANTHA NO	VAK		21.16
64190	02/28/2023				NUESYNERG	1	NUESYNERGY	, INC		282.00
64191	02/28/2023				OSULSTE		Steven O'Sulliva	an		267.24
64192	02/28/2023				PALENMUSIC	;	PALEN MUSIC	CENTER,	NC	23.96
64193	02/28/2023				PISTJOS		Joseph Pistone			263.97
64194	02/28/2023				PRINCIPAL2		Principal Life Ins	surance Co	mpany	608.68
64195	02/28/2023				PROSHREDS	E	PROSHRED SE	CURITY		157.50
64196	02/28/2023				RANDERI		ERIN RANDEL			281.65
64197	02/28/2023				SCHOOLLUNG	С	SCHOOL LUNC	H SOLUTI	ONS, INC	2,384.84
64198	02/28/2023				SIEMENSIND		SIEMENS INDU	ISTRY INC		348.00
64199	02/28/2023				SEMU		SOUTHEAST M	IISSOURI S	STATE UNIVERSITY	50.00
64200	02/28/2023				TAPCOPROD	U	Tapco Products	Co		778.71
64201	02/28/2023				TOTALMECHA	Д	TOTAL MECHA	NICAL SEI	RVICE	937.04
64202	02/28/2023				TUCKERLEA		TUCKER LEAD	ERSHIP LA	\B	910.00
64203	02/28/2023				UNITEDHEAR	2	UNITED HEART	ΓLAND		41,299.29
64204	02/28/2023				UNIVERSI11		THE UNIVERSITY SYSTEM	TY OF KAI	ISAS HEALTH	857.39
64205	02/28/2023				UNIVERSIT7		UNIVERSITY O	F MISSOU	RI - KANSAS CITY AR	200.00
64206	02/28/2023				WASTEMANA	G	Waste Manager	nent		3,929.08
64207	02/28/2023				WINPROSOLU	J	WINPRO SOLU	TIONS, IN	2	9,163.76
64208	02/28/2023				ZTRIP		zTRIP			671.50
	Checking Ac	count ID:	1		,	Voic	d Total:	0.00	Total without Voids:	1,075,386.31
	Check Type	Total:	Che	ck	,	Voic	d Total:	0.00	Total without Voids:	1,075,386.31
	Payee Type	Total:	Ven	dor	,	Voic	d Total:	0.00	Total without Voids:	1,075,386.31
			Grai	nd Total:	,	Voic	d Total:	0.00	Total without Voids:	1,075,386.31

03/04/2023 5:08 PM Posted - All; Batch Description CC 022823 User ID: ALANFRA

	FURITY BANKCARD CENTER, INC.	PO Number: Invoice Number: FS 022823 Amount:	263.11
Description:		Invoice Date: 02/28/2023	
	e: Automatic Payment Checking Account ID:		
Chart of Account Number	Detail Description	Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full	
10 2562 6471 3925 3 00000	RESTAURANT DEPOT - Salad Mix	71.07 N	
10 2321 6411 0000 3 00000	SUNFRESH - Taco season for Staff Lunch	16.14 N	
10 2511 6411 0000 3 00000	WALMART - Office Supplies for Catering	149.43 N	
10 2562 6471 1925 3 00000	SUNFRESH - Tomato Sauce for Taco Bar	26.47 N	
Vendor ID: SECURITYB SEC	URITY BANKCARD CENTER, INC.	PO Number: 22-230691 Invoice Number: GCES 022823-1 Amount:	44.24
Description: 4th Grade Book Clu	b	Invoice Date: 02/28/2023	
Sequence: 1 Check Type	: Automatic Payment Checking Account ID:	1 Check Number: 3262301 Check Date: 03/26/2023 CC: X	
Chart of Account Number	Detail Description	Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full	
10 1111 6411 6905 3 40001	AMAZON - Long Walk to Water	44.24 N Final	
	3		
	CURITY BANKCARD CENTER, INC.	PO Number: 22-230704 Invoice Number: GCES 022823-2 Amount:	89.59
Description: Elementary literature		Invoice Date: 02/28/2023	
Sequence: 1 Check Type	e: Automatic Payment Checking Account ID:		
Chart of Account Number	<u>Detail Description</u>	Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full	
10 1111 6411 6905 3 40001	AMAZON - Books	89.59 N Final	
Vendor ID: SECURITYB SEC	URITY BANKCARD CENTER, INC.	PO Number: Invoice Number: GCHS 022823 Amount:	14.00
Description:	,	Invoice Date: 02/28/2023	
•	: Automatic Payment Checking Account ID:		
Chart of Account Number	Detail Description	Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full	
10 1151 6411 1925 3 40001	DOCHUB - Monthly fee	14.00 N	
	URITY BANKCARD CENTER, INC.	PO Number: 22-230679 Invoice Number: GCHS 022823-1 Amount:	474.60
Description: Baseball Score book		Invoice Date: 02/28/2023	
	e: Automatic Payment Checking Account ID:		
Chart of Account Number	Detail Description	Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full	
10 1411 6411 1925 3 00000	AMAZON - Scorebooks	79.90 N Final	
10 1411 6411 1925 3 00000	AMAZON - Baseball Sicks	394.70 N Final	
Vendor ID: SECURITYB SEC	URITY BANKCARD CENTER, INC.	PO Number: 22-230727 Invoice Number: GCHS 022823-10 Amount:	172.00
Description: Early Escalera care	•	Invoice Date: 02/28/2023	
· · · · · ·	: Automatic Payment Checking Account ID:	1 Check Number: 3262301 Check Date: 03/26/2023 CC: X	
Chart of Account Number	Detail Description	Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full	
	CHICK FIL A - Nugget Trays/Bttl Water	172.00 N Final	
	3 5 ,		
	CURITY BANKCARD CENTER, INC.	PO Number: 22-230745 Invoice Number: GCHS 022823-11 Amount:	104.30
Description: Zingarts Mini Canva		Invoice Date: 02/28/2023	
	e: Automatic Payment Checking Account ID:		
Chart of Account Number	<u>Detail Description</u>	Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag In Full	
10 1151 6411 1925 3 40001	AMAZON - Mini Canvasas	104.30 N Final	

03/04/2023 5:08 PM Posted - All; Batch Description CC 022823 User ID: ALANFRA

Vendor ID: SECURITYB SECURITY BANKCARD CENTER, INC. Description: Catcher's Gear for Baseball Sequence: 1 Check Type: Automatic Payment Checking Account ID: Chart of Account Number Detail Description 10 1411 6411 1925 3 00000 AMAZON - Catchers Gear		C: X Full
Vendor ID:SECURITYBSECURITY BANKCARD CENTER, INC.Description:Boys Volleyball Coach MembershipSequence:1Check Type:Automatic PaymentChecking Account ID:Chart of Account NumberDetail Description10 1411 6411 1925 3 00000HOA VOLLEYBALL - Coaches Card		C: X Full
Vendor ID: SECURITYB SECURITY BANKCARD CENTER, INC. Description: Batting Helmets Batting Helmets Sequence: 1 Check Type: Automatic Payment Checking Account ID: Chart of Account Number Detail Description 10 1411 6411 1925 3 00000 AMAZON - Batting Helmets		C: X Full
Vendor ID:SECURITYBSECURITY BANKCARD CENTER, INC.Description:T-shirts for tournamentSequence:1Check Type:Automatic PaymentChecking Account ID:Chart of Account NumberDetail Description10 1411 6411 1925 3 00000TSHIRT KINGS - T-Shirts Girls Basketball	PO Number: 22-230686 Invoice Number: GCHS 022823-5 Invoice Date: 02/28/2023 Due Date: 03/26/2023 Status: AP 1099 Amount: 0.00 1 Check Number: 3262301 Check Date: 03/26/2023 CC Cost Center ID Detail Amount 600.00 1099 Detail Amount 1099 Detail Amount N Asset/Asset Tag In Figure 100.00	C: X <u>Full</u>
Vendor ID: SECURITYBSECURITY BANKCARD CENTER, INC.Description: minskey pizza-Parent Teacher Conf.Sequence: 1 Check Type: Automatic Payment Checking Account ID:Chart of Account NumberDetail Description10 1151 6411 1925 3 40001MINSKEY - Parent Teacher Conf 2/16		C: X Full
Vendor ID: SECURITYBSECURITY BANKCARD CENTER, INC.Description: Boys Volleyball Background checkSequence: 1 Check Type: Automatic Payment Checking Account ID:Chart of Account NumberDetail Description10 1411 6411 1925 3 00000USA VOLLEYBALL - Background Check		E: X
Vendor ID: SECURITYB SECURITY BANKCARD CENTER, INC. Description: Shirts for Weightlifting Club Sequence: 1 Check Type: Automatic Payment Checking Account ID: Chart of Account Number Detail Description 10 1411 6411 1925 3 00000 TSHIRT KINGS - Wrestling Shirts		C: X Full
Vendor ID: SECURITYB SECURITY BANKCARD CENTER, INC. Description: nurse supplies-Amazon cups Sequence: 1 Check Type: Automatic Payment Checking Account ID:	PO Number: 22-230749 Invoice Number: GCHS 022823-9 Invoice Date: 02/28/2023 Due Date: 03/26/2023 Status: AP 1099 Amount: 0.0024 0.002 1 Check Number: 3262301 Check Date: 03/26/2023 CC	Amount: 39.87 00 C: X

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<u>Chart of Account Number</u> 10 2134 6411 1925 3 40001	<u>Detail Description</u> AMAZON - Disposable Cups	Cost Center ID	Detail Amount 1099 De 39.87	etail Amount Asset/Asset Tag N	<u>In Full</u> Final	
Description:	URITY BANKCARD CENTER, INC.	PO Number: Invoice Date: 0			Amount: 0.00	383.84
Sequence: 1 Check Type Chart of Account Number 10 1131 6411 3925 3 40001 10 2134 6411 3925 3 40001 10 2134 6411 3925 3 40001	: Automatic Payment Checking Account ID: Detail Description AMAZON - Book AMAZON - Pill Box AMAZON - Ginger Ale	Cost Center ID		etail Amount Asset/Asset Tag N N 0.00 N	In Full	
10 2134 6411 3925 3 40001 10 1411 6411 3925 3 00000 10 1131 6411 3925 3 40001 Vendor ID: SECURITYB SEC	AMAZON - Crackers, Cleaning Clothes AMAZON - Soccer Balls AMAZON - Gel Icing URITY BANKCARD CENTER, INC.	PO Number: 2	202.29 113.03 11.47	N N N Invoice Number: GCMS 02282:	3-1 Amount:	68.92
Description: Items for Counselor	•	Invoice Date: 0	02/28/2023 Due Date: (Check Number: 32623	03/26/2023 Status: AP 1099	Amount: 0.00	66.92
Description: Items for Social Wor	URITY BANKCARD CENTER, INC. ker J Herrera : Automatic Payment Checking Account ID: Detail Description AMAZON - Fidgets AMAZON - Storage Bins	PO Number: 2 Invoice Date: 0 1 Cost Center ID	02/28/2023		Amount: 0.00	76.91
Description: small mouth wash co	URITY BANKCARD CENTER, INC. ups for Nurse Pam : Automatic Payment Checking Account ID: Detail Description AMAZON - Cups	PO Number: 2 Invoice Date: 0 1 Cost Center ID	02/28/2023 Due Date: (Check Number: 32623		Amount: 0.00	34.98
Description: Student Lanyards ar	URITY BANKCARD CENTER, INC. nd bulletin board mate : Automatic Payment Checking Account ID: Detail Description AMAZON - Lanyard Id Badges	PO Number: 2 Invoice Date: 0 1 Cost Center ID	02/28/2023		Amount: 0.00	112.71
Description: Safety materials/hall	URITY BANKCARD CENTER, INC. way items : Automatic Payment Checking Account ID: Detail Description	PO Number: 2 Invoice Date: 0 1 Cost Center ID	02/28/2023	nvoice Number: GCMS 02282 03/26/2023 Status: AP 1099 301 Check Date: 03/26 stail Amount Asset/Asset Tag	Amount: 0.00	41.72

03/04/2023 5:08 PM Posted - All: Batch Description CC 022823 User ID: ALANFRA

03/04/2023 5:08 PM	Poste	d - All; Batch Description CC 022823	User ID: ALANFRA	
10 1131 6411 3925 3 40001	AMAZON - Four-Ply Railroad Board	41.72 N	Final	
Description:	Automatic Payment Checking Account ID: Detail Description JOTFORM - Bronze Monthly Fee IDENTOGO - S Patterson	Invoice Number: HR 022823 Invoice Date: 02/28/2023 Due Date: 03/26/2023 Status: AP 1099 Amour 1 Check Number: 3262301 Check Date: 03/26/2023 Cost Center ID Detail Amount 1099 Detail Amount Asset/Asset Tag 39.00 N 42.75 N	Amount: 81.75 at: 0.00 CC: X In Full	
Description: Indeed job posting	Automatic Payment Checking Account ID: Detail Description INDEED - Job Postings	PO Number: 22-230711 Invoice Number: HR 022823-1 Invoice Date: 02/28/2023 Due Date: 03/26/2023 Status: AP 1099 Amour 1 Check Number: 3262301 Check Date: 03/26/2023 Cost Center ID Detail Amount 2009 Detail Amount 200.00 Asset/Asset Tag	Amount: 200.00 at: 0.00 CC: X In Full Final	
Description: IdenTOGO Fingerprin	JRITY BANKCARD CENTER, INC. Ints Fee Automatic Payment Checking Account ID: Detail Description INDENTOGO - J Aigaer	PO Number: 22-230732 Invoice Number: HR 022823-2 Invoice Date: 02/28/2023 Due Date: 03/26/2023 Status: AP 1099 Amour 1 Check Number: 3262301 Check Date: 03/26/2023 Cost Center ID Detail Amount 42.75 1099 Detail Amount Asset/Asset Tag N N	Amount: 42.75 at: 0.00 CC: X In Full Final	
Description: University of Nebrasł	JRITY BANKCARD CENTER, INC. Ka Career Fair Automatic Payment Checking Account ID: Detail Description UNL - Career Fair	PO Number: 22-230705 Invoice Number: HR 022823-3 Invoice Date: 02/28/2023 Due Date: 03/26/2023 Status: AP 1099 Amour 1 Check Number: 3262301 Check Date: 03/26/2023 Cost Center ID Detail Amount 150.00 1099 Detail Amount 150.00 Asset/Asset Tag N N	Amount: 150.00 at: 0.00 CC: X In Full Final	
Description: Ordering new table c	JRITY BANKCARD CENTER, INC. lothes Automatic Payment Checking Account ID: Detail Description MID AMERICA MERCH - HR Recruitment table	PO Number: 22-230699 Invoice Number: HR 022823-4 Invoice Date: 02/28/2023 Due Date: 03/26/2023 Status: AP 1099 Amour 1 Check Number: 3262301 Check Date: 03/26/2023 Cost Center ID Detail Amount 708.37 1099 Detail Amount 1099 Detail A	Amount: 708.37 at: 0.00 CC: X In Full Final	
Description: postage	Automatic Payment Checking Account ID: Detail Description USPS - Postage for Launch Student	PO Number: 22-230706 Invoice Number: JH 022823-1 Invoice Date: 02/28/2023 Due Date: 03/26/2023 Status: AP 1099 Amour 1 Check Number: 3262301 Check Date: 03/26/2023 Cost Center ID Detail Amount 24.05 1099 Detail Amount 32.05 Asset/Asset Tag N N N	Amount: 24.05 at: 0.00 CC: X In Full Final	
Description: coffee and snacks fo	JRITY BANKCARD CENTER, INC. r Counselors Automatic Payment Checking Account ID:	PO Number: 22-230739 Invoice Number: JH 022823-2 Invoice Date: 02/28/2023 Due Date: 03/26/2023 Status: AP 1099 Amour 1 Check Number: 3262301 Check Date: 03/26/2023	Amount: 61.00 at: 0.00 CC: X	

Cost Center ID

Detail Amount 1099 Detail Amount Asset/Asset Tag

Ν

61.00

<u>In Full</u>

Final

Chart of Account Number

10 2321 6411 0000 3 00000

Detail Description

CAFE CORAZON - Coffee and Snacks

PO Number: 22-230269

Invoice Number: JH 022823-3

1,211.85

Amount:

03/04/2023 5:08 PM Posted - All; Batch Description CC 022823 User ID: ALANFRA

SECURITY BANKCARD CENTER, INC.

Vendor ID: SECURITYB

Description: AASA NCE Conf Feb. 16-18, 2023- hotel

	Description: AASA NCE Conf Feb		invoice Date: 02/		ate: 03/26/2023 3				
		Automatic Payment Checking Account ID:		Check Number: 3		Check Date:		CC: X	
	Chart of Account Number	Detail Description	Cost Center ID	Detail Amount 109			<u>ag</u>	<u>In Full</u>	
	10 2644 6343 0000 3 40001	MARRIOTT -AASA NCE Conf Feb. 16-18, 2023		1,211.85	Г	N		Final	
		2023							
Ve	ndor ID: SECURITYB SECU	JRITY BANKCARD CENTER, INC.	PO Number:		Invoice Num	ber: MAINT	022823	Amount:	2,106.33
	Description:		Invoice Date: 02/	/28/2023 Due Da	ate: 03/26/2023 \$	Status: AP	1099 Amount:	0.00	
	Sequence: 1 Check Type:	Automatic Payment Checking Account ID:	1	Check Number: 3	3262301	Check Date:	03/26/2023	CC: X	
	Chart of Account Number	Detail Description	Cost Center ID	Detail Amount 109	99 Detail Amount	Asset/Asset T	ag	<u>In Full</u>	
	10 2541 6411 6905 3 00000	HOME DEOPT - Screws		18.42	1 00.0	N			
	10 2541 6411 6905 3 00000	WESTLAKE - Fastners		34.93	1 00.0	N			
	10 2541 6411 6905 3 00000	BUY DOOR - Handles		150.62	1 00.0	N			
	10 2541 6411 1925 3 00000	HOME DEPOT - Toilet		169.98	1 00.0	N			
	10 2541 6411 1925 3 00000	HOME DEPOT - Lights		330.00	1 00.0	N			
	10 2541 6411 1925 3 00000	AMAZON - Restroom Latches		44.22	1 00.0	N			
	10 2541 6411 1925 3 00000	HOME DEPOT - Toilet Shims		7.96	1 00.0	N			
	10 2541 6411 6905 3 00000	AMAZON - Breaker Panel Locking Handles		494.72	1 00.0	N			
	10 2541 6411 6905 3 00000	AMAZON - Air Blow Gun		18.59	1 00.0	N			
	10 2541 6343 1925 3 00000	MO DMV - Title for bus		91.54	1 00.0	N			
	10 2541 6411 6905 3 00000	AMAZON - Vacuum Parts		47.98	1 00.0	N			
	10 2541 6411 1925 3 00000	HOME DEPOT - Screws		15.61	1 00.0	N			
	10 2541 6343 1925 3 00000	MO DMV - Tags for Bus		46.41	1 00.0	N			
	10 2541 6411 6905 3 00000	PARTS WAREH - Vacuum Parts		126.53	1 00.0	N			
	10 2541 6411 6905 3 00000 705	HOME DEPOT - Power Cable Cover		31.70	1 00.0	N			
	10 2541 6411 6905 3 00000	AMAZON - Rolling Cart		104.63	1 00.0	N			
	10 2541 6411 3925 3 00000	AMAZON - Custodian Cart		372.49	1 00.0	N			
V-	ndor ID: SECURITYB SECU	IDITY DANIZCADD CENTED INC	PO Number:		Invoice Num	her CDED	2222	Amount:	76.99
ve	Description:	JRITY BANKCARD CENTER, INC.	Invoice Date: 02/	/29/2022 Duo Da	ate: 03/26/2023				70.99
	•	Automatic Payment Checking Account ID:		Check Number: 3		Check Date:		CC: X	
	Chart of Account Number	Detail Description	Cost Center ID	Detail Amount 109				In Full	
	10 2321 6411 0000 3 00000	AMAZON - MONITOR	Cost Center ID	76.99		N	<u>ay</u>	<u>III Full</u>	
	10 2321 0411 0000 3 00000	AMAZON - MONTOR		70.99	'	N			
Ve	ndor ID: SECURITYB SECU	JRITY BANKCARD CENTER, INC.	PO Number: 22	-230270	Invoice Num	ber: SPED 0	22823-1	Amount:	144.00
	Description: ASHA Learning Pass	for H. Cox	Invoice Date: 02/	/28/2023 Due Da	ate: 03/26/2023 \$	Status: AP	1099 Amount:	0.00	
	Sequence: 1 Check Type:	Automatic Payment Checking Account ID:	1	Check Number: 3	3262301	Check Date:	03/26/2023	CC: X	
	Chart of Account Number	Detail Description	Cost Center ID	Detail Amount 109	99 Detail Amount A	Asset/Asset T	ag	<u>In Full</u>	
	10 1221 6411 6905 3 12210	ASHA Learning Pass for H. Cox 1 year sub		144.00	1	N		Final	
V-	ndor ID: SECURITYB SECU	JRITY BANKCARD CENTER, INC.	PO Number: 22	220744	Invoice Num	hor CDED 0	122022 2	Amount:	45.99
ve	Description: Tray table for Keidy N	•	Invoice Date: 02		ate: 03/26/2023				40.88
		Automatic Payment Checking Account ID:		Check Number: 3		Check Date:		CC: X	
	Sequence. I Check Type.	Automatic Fayment Gliecking Account ID.	1	Check Number. 3	0202001	CHECK Date.	03/20/2023	00. A	

Guadalupe Educational System, Inc. Invoice Listing - Detail Page: 6

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Chart of Account Number	Detail Description	Cost Center ID	Detail Amount 1099 Detail Amoun	nt Asset/Asset Tag	<u>In Full</u>	
10 1221 6311 1925 3 12210	AMAZON - Tray table for Wheelchair		45.99	N	Final	
Vendor ID: SECURITYB SECU	JRITY BANKCARD CENTER, INC.	PO Number: 22	2-230716 Invoice Nu	umber: SPED 022823-4	Amount:	803.64
Description: ARP Grant- compute	r monitors	Invoice Date: 02	2/28/2023 Due Date: 03/26/2023	3 Status: AP 1099 Amount	:: 0.00	
Sequence: 1 Check Type:	Automatic Payment Checking Account ID:	1	Check Number: 3262301	Check Date: 03/26/2023	CC: X	
Chart of Account Number	Detail Description	Cost Center ID	Detail Amount 1099 Detail Amour	nt Asset/Asset Tag	<u>In Full</u>	
10 1221 6412 6905 4 43900	AMAZON - Sceptre 20" Monitors		803.64	N	Final	
Vendor ID: SECURITYB SECU	JRITY BANKCARD CENTER, INC.	PO Number:	Invoice Nu	umber: SS 022823	Amount:	1.99
Description:		Invoice Date: 02	2/28/2023 Due Date: 03/26/2023	3 Status: AP 1099 Amount	: 0.00	
Sequence: 1 Check Type:	Automatic Payment Checking Account ID:	1	Check Number: 3262301	Check Date: 03/26/2023	CC: X	
Chart of Account Number	Detail Description	Cost Center ID	Detail Amount 1099 Detail Amour	nt Asset/Asset Tag	<u>In Full</u>	
10 2511 6412 0000 3 40001	GOOGLE - Storage Support Monthly Charge		1.99	N		
Vendor ID: SECURITYB SECU	JRITY BANKCARD CENTER, INC.	PO Number:	Invoice Nu	umber: TECH 022823	Amount:	2,355.81
Description:		Invoice Date: 02	2/28/2023 Due Date: 03/26/2023	3 Status: AP 1099 Amount	: 0.00	
Sequence: 1 Check Type:	Automatic Payment Checking Account ID:	1	Check Number: 3262301	Check Date: 03/26/2023	CC: X	
Chart of Account Number	Detail Description	Cost Center ID	Detail Amount 1099 Detail Amour	nt Asset/Asset Tag	<u>In Full</u>	
10 2511 6412 0000 3 40001	TANDEM - Monthly Subscription		220.00	N		
10 1131 6412 3925 3 40001	GOOGLE FIBER - Monthly Subscription		250.00	N		
10 2511 6412 0000 3 40001	ZOOM - Membership		1,000.00	N		
10 1111 6412 6905 3 40001	ZOOM - Membership		295.27	N		
10 1131 6412 3925 3 40001	ZOOM - Membership		295.27	N		
10 1151 6412 1925 3 40001	ZOOM - Membership		295.27	N		

Report 1099 Total: 0.00 Report Total: 12,579.25

School District Partnership Agreement Between Junior College District of Metropolitan Kansas City, Missouri And

For Early College Academy, Dual Credit and Dual Enrollment, College Placement Testing and Data Sharing

	This Pa	artnersh	ip Agreen	nent	: ("Agre	ement") is e	entered int	o by a	and between	en the J	unior
College	Distric	t of Me	tropolitan	Kaı	nsas C	ity, Missouri	a/k/a Me	tropolit	an Comm	unity Co	llege
("MCC"), a pul	blic con	nmunity co	olleg	ge distr	ict and politi	cal subdiv	ision c	of the state	of Miss	souri,
whose	main	office	address	is	3200	Broadway,	Kansas	City,	Missouri	64111	and
							("School")	, whos	e main offi	ce addre	ess is
						, (co	ollectively	herein	"Parties" o	or individ	lually
"Party")	1.										

RECITALS

Whereas, MCC and School desire and agree to partner to offer early college courses and/or programs as part of an Early College Academy, dual credit, dual enrollment, college placement testing, and share student data;

Whereas, the purpose of this Agreement is to describe the entire relationship between the Parties, including without limitation the general obligations and responsibilities options and benefits each Party may receive;

Whereas, if the Parties have entered into such similar partnerships, herein the Parties wish to restate their responsibilities and obligations;

Whereas, the Parties find that it is within their mission and purpose to enter into such a partnership;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCC and School, intending to be legally bound, agree as follows:

TERMS AND CONDITIONS

- 1. Scope of Agreement. The Parties shall partner, where applicable, to provide (i) Academy courses and/or programs as described in *Exhibit A Early College Academy*, (ii) Dual Credit as described in *Exhibit B Dual Credit*, (iii) Dual Enrollment as described in *Exhibit C-Dual Enrollment*; (iv) College Placement Testing as described in *Exhibit D College Placement Testing* and (v) data sharing between the Parties as described in *Exhibit E Data Sharing*, all of the foregoing Exhibits are attached hereto and incorporated herein.
- **2. Term and Termination.** The period of this Agreement shall be from July 1, _____, through June 30, _____ ("Term"), and shall automatically renew for three (3) one-year terms unless earlier terminated. Either Party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the other Party. In the event of such termination, unless otherwise agreed by the Parties, the date of termination shall be the last day of the current semester or year of the then current term.

- **3. Principles for Partnership.** In furtherance of the objectives of this partnership, where applicable, the Parties acknowledge the following principles of the partnership:
 - Establishment of a full and equal partnership between MCC and School that allows a flexible and creative response to the organizational, mission, and fiscal needs of both institutions;
 - ii. Collaboration in planning, implementation, and continuous improvement of programs, including the provision for faculty/staff/and administration, curriculum development, training, and student services;
 - iii. Students must be college ready to qualify for courses and programs;
 - iv. Inclusion of personal/civic development programs that provide service learning and other external learning experiences for all students;
 - v. Financial collaboration that addresses costs of both Parties and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the programs successfully and at a cost-neutral basis for both Parties;
 - vi. Shared use of facilities, including designated classrooms, labs, offices, restrooms and libraries that reduce the operating cost and promotes collaboration of students, faculty, staff, and community members in the program success; and
 - vii. Selection of students that reflects the diversity of the greater Kansas City, Missouri Metropolitan area.
- **4. Commitments.** Covered under this Agreement, where applicable, include Early College Academy, Dual Credit, and Dual Enrollment, College Placement Testing and Data Sharing, which are more specifically set out in the applicable Exhibits attached to the Agreement and incorporated by reference. The Parties commit to:
 - i. Collaborate in the design and execution of challenging and innovative instructional Programs;
 - ii. Comply with all applicable guidelines, standards and requirements in the offering of the Programs, including but not limited to regulations promulgated by the Missouri Department of Elementary and Secondary Education (DESE), Missouri Department of Higher Education (MDHE), Coordinating Board for Higher Education (CBHE) and the Higher Learning Commission (HLC);
 - iii. Schedule classes in support of the Programs;
 - iv. Recruit eligible students;
 - v. Evaluate the Programs and share students' data in order to track and evaluate students' and Programs' successes; and
 - vi. Market the partnership.

- **5. Understanding of the Parties**. Nothing in this Agreement is to be construed as transferring responsibility from one Party to the other.
 - **5.1.** Each Party will comply with all state and federal laws applicable to this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and applicable MCC and School policies and procedures.
 - **5.2.** In accordance with the Family Educational Rights and Privacy Act (FERPA), MCC and School will protect School students' privacy and guard against the unauthorized release of identifying student information and records, and comply with all applicable requirements of FERPA.
 - **5.3.** Subject to the applicable laws and to the policies and/or regulations of the respective organizations, information, data and reports of cooperative activities carried out under this Agreement may be released by any of the Parties with the consent of the other Party or as otherwise may be required by conditions and circumstances in connection with the Programs or as required by law.
 - **5.4.** In the event that a student engages in conduct that would result in disciplinary action against a student on MCC's campuses, MCC agrees to inform School of the conduct prior to the finalization of any MCC disciplinary action against the student. However, MCC shall further have the right to demand immediate removal of any student from its premises, upon a determination by the administrator in charge that the student poses an immediate threat to the safety of MCC's enrolled students, clients, faculty, staff, and patrons or to the orderly functioning of the MCC.
 - **5.5.** Both Parties understand the safety and security risks inherent with minors and agree that certain risks may be unforeseeable. Further, the Parties agree that the public safety departments from both MCC and School will collaborate to develop and/or review safety and security standards and/or guidelines, including emergency response, within thirty (30) days of both Parties executing the Agreement.
- 6. Insurance. The Parties shall obtain and maintain in force for the duration of this Agreement and any extensions thereof, at their sole expense, all types and limits of insurance in no less than minimum amounts than are required by state and federal law, including but not limited to general liability, workers' compensation, unemployment insurance and automobile liability insurance. The parties will supply evidence of such insurance to the other party upon request. Any insurance purchased and provided by the Parties is not intended to act as a waiver, nor is it a waiver of any defense available to the Parties and its employees, by statute, constitutionally provision or amendment, at common law or otherwise.
- 7. INDEMNIFICATION. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF MISSOURI, PARTIES AGREES TO INDEMNIFY, RELEASE, AND HOLD EACH PARTIES'S TRUSTEES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (as used herein shall be referred to as "claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH,

OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY EACH PARTY AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES. IN NO EVENT DO ANY OF THE OBLIGATIONS CONTEMPLATED IN THIS AGREEMENT WAIVE EITHER PARTY'S RIGHT TO SOVEREIGN IMMUNITY UNDER LAW. THE PARTIES EACH EXPRESSLY RETAIN ALL IMMUNITY DEFENSES AVAILABLE TO THEM.

- **8. No Personal Liability.** Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of a Party, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of a Party. The Parties shall be responsible for their own acts of negligence. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.
- **9. Criminal History Background Check Requirements.** Pursuant to RSMo, 168.133, School District hereby certifies, where applicable, that all employees and contractors who are hired by a Party on or after January 1, 2005, and who have continuing duties related to the Agreement; and have or will have direct contact with students, have successfully undergone a criminal background check and a check of the family care safety registry and who have received clearance on the checks within one prior year of employment shall be considered to have completed the background check requirement.

10. Records Retention and Audits.

- **10.1.** The Parties shall comply with all applicable laws regarding records including but not limited to, the Family Educational and Privacy Rights Act ("FERPA"), the Missouri Sunshine Laws, and the Missouri Records Retention laws ("RR laws").
- **10.2.** All records and reports generated, prepared, assembled, or maintained by School in relation to this Agreement shall be available for review, inspection, and audit by MCC and its auditors. Copies will be made available upon request and in conformity with FERPA and the RR laws.
- **10.3.** School understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Missouri State Auditor's Office, or any successor agency (collectively, "Auditor") to conduct and audit or investigation in connection with any state funds distributed in furtherance of this Agreement. School agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested.
- 11. Confidential and Proprietary Information. As used herein, "confidential information" will mean any ideas, strategies, plans, purposes, and/or agendas of a Party, and educational and/or other confidential information related to students ("Information"). Both during the term of this Agreement and thereafter, the Parties covenant and agree (i) to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the Parties, (ii) that each Party will not knowingly use the Information, directly or indirectly, for its own benefit, or for the benefit of another, but instead will use such information only for the purposes contemplated hereunder, (iii) that each Party will not disclose any confidential information to any third party, except as may be required in the course

of performing such Party's obligations under this Agreement or by law. (iv) that access to the education records of any student shall be in compliance with the Family Educational Rights and Privacy Act, and (v) that that each Party not be deemed a spokesperson for the other Party in any manner for the purpose of disseminating any information hereunder, excepting such information that is related to the Purpose and content and format for dissemination of such information is mutually agreed to by the parties. The foregoing requirement shall not apply to any portion of a Party's Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving Party, (b) is already known to the receiving Party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving Party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing Party, (e) is clearly demonstrated by the receiving Party to have been independently developed by the receiving Party without access to the disclosing Party's Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law provided that the Party intending to make such a required disclosure shall promptly notify the other Party of such intended disclosure in order to allow such Party seek protective order or other remedy.

- **12. Debarment and Suspension.** Each Party certifies that it is not presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- 13. Relationship of the Parties. It is understood and agreed that each Party is a separate legal entity from the other Party and neither Party or nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of the other Party. Each Party and its contractors assume full responsibility for the actions of their personnel and volunteers while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations. Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any Party to this Agreement.
- **14. Notices.** All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written below.

Notices to MCC shall be sent to:				
Attn: Chancellor				
Metropolitan Community College				
3200 Broadway				
Kansas City, Missouri 64111				
Notices to School shall be sent to:				
Attn:				

Any Party may designate a different address by giving the other Party ten (10) days prior written notice in the manner provided above.

- **15. No Waiver of Immunity.** Neither MCC nor School waives or relinquishes any immunity of defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein including, but not limited to, all immunities recognized by law, sovereign immunity or governmental immunity.
- **16.** Compliance with Laws and Board Policies. MCC shall adhere to all of School's rules, regulations, policies, and procedures when engaged in the program or related activities described in the Agreement, including but not limited to, Board of Education Policies and Regulations, FERPA, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Act, and all civil rights laws.
- 17. Authorization of Agreement. Each Party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such Party according to its terms.
- **18. No Waiver of Breach.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- **19. No Assignment.** No assignment of this Agreement or of any duty or obligation or performance hereunder shall be made in whole or in part by either Party without the prior written consent of the other Party.
- **20. Severability.** If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of the Agreement. The remainder of the provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.
- **21. Governing Law; Venue.** Parties agree that this Agreement will be construed by the laws of the State of Missouri (exclusive of its conflict of laws provision), and venue for purposes of claims, or litigation shall be Jackson County, Missouri.
- **22. Force Majeure.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by cause beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include, without limitations, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- **23. Section Headings.** The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

- **24. Complete Understanding.** This Agreement shall constitute the complete understanding of MCC and School, and may not be modified in any manner without the express written consent of both Parties and supersedes any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the Parties of the Agreement.
- **25. Execution.** By signing the Agreement, both Parties affirm that there is no personal or financial conflict of interest between its employees and contractors or their families and the institution. This Agreement is executed in counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

MCC and School have executed and delivered this Agreement to be effective as of the Effective Date.

Junior College District of Metropolitan Kansas City, Missouri	School:
Ву:	By:
Name:	Name:
Title:	_ Title:
Date:	_ Date:

Exhibit A - Early College Academy

Academy provides School's students a "seamless" pathway from high school to college and career exploration. It also allows high school students to gradually integrate into college course work through a traditional high school degree plan. This integration requires dual enrollment, with students demonstrating mastery of the knowledge and skills on an MCC designated placement test. Upon successful completion of School's standards for graduation, students may elect to leave Academy for higher education, or they may choose to remain for an additional year. During this additional year, the student will be enrolled primarily in college credit-bearing courses. Individualized support will be provided by the Academy. Students who graduate from Academy and/or successfully complete individual MCC credit courses at the end of this additional year will have not only a high school diploma, but also may have accumulated an Associate in Arts Degree (A.A.) in one additional year of full-time enrollment at MCC, putting them on track to transfer to any of the public higher educational institutions in Missouri using the CORE 42-hour block program, pursuant to Missouri Higher Education Core Curriculum Transfer Act, RSMo 178.785-789.

- 1. Early College Academy. All references to the Early College Academy shall mean any structured program between MCC and the School District that allows high school students to earn a college credential, this includes but is not limited to MCC's Collegiate Academies or Early College Programs (Early College Academy).
- **2. Degrees and Certificates.** Associates degrees in Arts (A.A.), Associates degrees in Science, (A.S.), Associate of Applied Science (A.A.S.), and certificates offered under this Agreement.
- **3. Application Process for Academy.** Applicants from School will be granted admission to MCC under the following terms and conditions:
 - **3.1.** Applicants of the Academy from School will meet certain entrance requirements for MCC, which includes having a minimum grade point average of 2.5 (on a 4.0 scale), being recommended by the high school principal, counselor, or faculty and completing an MCC application. Additionally, written permission from a parent or guardian will be required.
 - **3.2.** Students must also complete the ACT with a composite score of 18 or above (including both an English subject score of 18 or above, and a Mathematics subject score of 22 or above), or place directly into a college credit bearing course using an equivalent MCC placement test.
 - **3.3.** Completion of MCC's FERPA release form will be embedded in the application process.
 - **3.4.** It is understood by School and MCC that student applications will be reviewed individually, and students will be admitted according to the same admission requirement standards applied to other MCC students, except as specifically modified in this Agreement.
 - **3.5.** Qualifying School students can earn up to 18 credit hours per semester on campus toward a Degree (General Education Transfer Degree) from MCC.

3.6. Participating students must also fulfill all other requirements for the applicable MCC Degree or certification in order to receive the college credential.

4. Duties of College. MCC agrees to:

- **4.1.** Collaborate with School and Academy officials to fulfill any awarded grant expectations and seek additional grant dollars in support of the partnership;
- **4.2.** Collaborate with School and Academy officials to fulfill all Missouri Board of Education requirements, including to:
 - a. Provide academic support (tutoring) from MCC for the more difficult courses, and communicate the tutoring services and schedules to the Academy;
 - b. Provide preparation courses to support students in college-readiness efforts;
 - c. Have more consistency in the utilization of an early alert system (Early Alert System) to make Academy aware of failing students;
 - d. Provide a synchronized and user-friendly academic plan for students, parents, MCC and the Academy academic advisory team;
 - e. Ensure that the academic plan which leads to the Degree is also a pathway to the bachelor's degree;
 - f. Ensure approved dual credit courses are available to all Academy students on a continual basis as required to meet graduation requirements for both high school and the college;
 - g. Provide academic counseling and guidance for Academy students by MCC partner;
- **4.3.** Collaborate with School on the building plans and funding arrangements for the agreed upon shared space by Academy and MCC;
 - a. Provide routine and normal maintenance to the areas occupied by students, faculty, and staff of Academy including, but not limited to locks, HV AC, plumbing and custodial services; and
 - b. Schedule to lock or unlock buildings and rooms so that Academy personnel have appropriate access to campus and staff.
 - c. MCC agrees to provide space on campus for the School employee to include access to a telephone, student systems, computer and printer as needed.
- **4.4.** Provide student grades issued at completion of MCC courses to School no later than three (3) days after course ends.
- **4.5.** Appoint program liaisons who will work with School employees and Academy students.
- **4.6.** Provide access to services and resources to students admitted to the Academy at MCC including: Student IDs, Academic Advising, MCC Student Success Center (Math Lab, Writing Lab, Tutoring, Mentoring, and more), Career Services events and job search support, and opportunity to attend sporting events, student activities, clubs, and organizations.

5. Duties of School. School agrees to:

- **5.1.** Collaborate with MCC and Academy officials to fulfill any awarded grant expectations and seek additional grant dollars in support of the partnership;
- **5.2.** Collaborate with MCC on the construction plans and funding arrangements for the agreed upon shared space by Academy and MCC;
- **5.3.** Pay all agreed upon costs associated with set up of telephone, electronic mail and other telecommunication equipment and services for use of the Academy students, faculty and staff;
- **5.4.** School agrees to provide the necessary support to facilitate the needs of the program's students to include serving as a liaison for attendance, student conduct, advising, academics, college engagement, and coordination between faculty, staff, students, and parents;
- **5.5.** Provide its own computer equipment, network and software needs subject to approval from MCC's Information Technology Department;
- **5.6.** Allow Academy Principals to participate in relevant College Executive Team meetings, including the following stipulations:
 - a. Team should include high level personnel with decision making authority -SSO or High School Chief for Academy and Dean of Instruction or Dean of Student Services or Vice President of Instruction and Student Services for MCC:
 - b. All minutes and agendas should be publicly available;
 - c. Group should meet to revise MOU annually to ensure it is working for both entities;
 - d. All members should have shared responsibility:
- **5.7. Tuition/Fees.** School will provide financial support for all students established by School in its sole discretion. Those funds will be paid to MCC in keeping with its normal registration and payment deadlines. After completing high school graduation requirements, students will be responsible for paying normal MCC tuition rates, and for applying for financial aid in the same manner as all other MCC students, including but not limited to utilizing the Free Application for Federal Student Aid (FAFSA) and MCC Scholarship website. The entities agree that the tuition and fees are determined by MCC's Boards of Trustees. Textbooks, fees, and supplies costs will be paid by School or students. There are no other financial obligations implied in this Agreement other than those set forth specifically herein.
- **5.8.** Abide by MCC rules and regulations regarding building use, security, and students' rights and responsibilities; and
- **5.9. Code of Conduct.** Students admitted to the program will abide by the MCC Code of Student Conduct.
- **5.10.** Collaborate with MCC officials on all matters pertaining to student responsibilities, rights, discipline, and insurance, including:

- a. The Academy will post MCC grades to the applicable High School in order that (i) grades are transcripted in a timely manner, and (ii) no course duplication occurs;
- b. The Academy will utilize information from the Early Alert System in order to assist students in the class and address the problem/issue which has initiated the alert:
- c. The Academy will consult with the School regarding attendance reports to discourage excessive absentees and/or skipping MCC classes; and
- d. Academy personnel will be allowed to have access to PeopleSoft to check status of students.
- **6. Notification.** School shall make reasonable efforts to provide notification to MCC by December 1st of the previous school year of any request to have an Early College Academy or request revisions to an existing Early College Academy for the next academic year. This notification will assist MCC in planning for the next academic year.
- **7.** Campus Closures. Classes and campus activities will not be available at any MCC Campus when MCC is closed. In the event of a weather-related closure, students shall not come to MCC. School District and MCC shall collaborate to make up for any instructional hours lost due to closure.
- **8. Marketing/Logo Use.** School and MCC will allow use of the name and logo of the respective Parties provided that the lead designing/production Party will ensure that all Academy promotional materials meet the usage and design standards of the all Parties.

9. Expenses Relating to Use of College Facilities

- **9.1.** Classrooms, faculty and administrative space:
 - School agrees to reimburse MCC for actual costs of utilities, security, and custodial costs on an actual use basis for the Academy space, as applicable;
 - b. Academy shall furnish its own personal property including office equipment to furnish its space. Personal property shall be portable, and not become a fixture by permanently adhering to the same to the floors, ceiling, walls, or the building:
 - c. School will be responsible for the construction of any expansion of the Academy space in the future; and

9.2. Shared Space:

- a. MCC and School agree to share usage, without cost, of certain rooms, the coordination of which will be the responsibility of School's Superintendent and MCC's Vice President of Instruction and Student Services. MCC will have the first right of refusal for coordinated usage; and
- b. The construction of the MCC building on the site of the Academy, including the shared space, will be accomplished concurrently with the construction of the Academy portion of the building.

Exhibit B - Dual Credit

MCC offers dual credit courses to provide high-performing high school students with challenging, high-quality, coursework. Dual credit courses also enrich and extend the high school curriculum, provide introductory college academic experiences, and help students accelerate their progress toward and reduce the cost of earning college degrees. MCC's dual credit program helps to avoid unnecessary duplication in coursework as students move from high school to college. The program ensures that course content and course requirements of dual credit courses are directly comparable to the same courses taught on the college campuses. MCC's Dual Credit/Dual Enrollment Handbook outlines the requirements for the programs and is incorporated by reference and made part of this Agreement.

- credit courses published by the Missouri Coordinating Board for Higher Education (CBHE). These standards address such issues as student eligibility requirements, teacher qualifications set by HLC, and college oversight of dual credit courses. By ensuring compliance with these standards, MCC ensures that the dual credit courses that it offers in partnership with high schools will be accepted in transfer at Missouri colleges and universities in the same way as the as the same courses taken on one of our campuses. Many students have found that dual credit courses may also transfer to out-of-state colleges and universities, both public and private; however, MCC can only guarantee dual credit course transfer to Missouri institutions under the jurisdiction of CBHE. The Vice Chancellor of Instruction/Chief Academic Officer is responsible for assuring that we meet guidelines to the Coordinating Board for Higher Education (CBHE) that MCC is in full compliance with CBHE guidelines on dual credit. MCC's Dual Credit/Dual Enrollment Handbook is incorporated by reference.
- **2. Partnership Agreement.** The Missouri Department of Education "encourages and supports partnerships between secondary schools and public two-year colleges including such initiatives as dual credit which allow secondary students to receive both high school and college-level credit for college-level courses" and provides the rules and regulations for partnership agreements. Statutory authority resides in RSM 167 .2231.
- 3. Course Offerings. School will notify MCC by April 1st of which course offering they wish MCC to provide for the next academic year. Failure to provide such notice may result in MCC inability to fulfill the School 's request. Once a course and instructor have been identified, MCC and the School will complete a Course form per course offered.
- **4. Eligibility**: Dual credit students must be admitted to MCC and have all of their paperwork completed at the time of registration. This includes having GP A confirmed by the school counselor or dual credit coordinator, placement testing completed, and intent to enroll form with signatures on file with the college. Students will need to act on their own behalf and will need to present a photo ID for any transactions at the college. Eligibility requirements include:
 - Juniors and Seniors with a 3.o+ cumulative GPA are eligible without a letter of recommendation.
 - Juniors or Seniors must have a 2.5 -2.99 cumulative GPA (requires signature of high school Dual Credit Counselor and Parent on "Intent to Enroll" (ITE) and a letter of recommendation from principal or counselor.

- Sophomores must have a 3.0 cumulative GPA and signature of High School Dual Credit Counselor and Parent on ITE and recommendation letters from the principal and school counselor.
- Freshmen must have a 3.0 cumulative GPA and a composite score at the national 90th percentile or above on the ACT or SAT and signature of High School Dual Credit Counselor and Parent on ITE, and recommendation letters from the principal and school counselor.
- ACT or college placement exam scores within the eligibility range.
- Students who have not earned a 3.0 GPA may demonstrate their ability to benefit
 from dual credit courses in career and technical fields by a combination of grade
 point average, test scores, recommendations, and high levels of performance in
 previous courses.
- Students with high school GPAs less than 2.5 will generally not be eligible for dual credit. The final decision for student eligibility for career and technical courses rests with MCC's Vice Chancellor of Instruction/Chief Academic Officer.
- 5. Application Process. Students begin by selecting a course of interest and working with their high school counselor or dual credit coordinator to determine eligibility (see Dual Credit/Enrollment Handbook for full details of eligibility). Students apply for admission to MCC and complete the required forms and obtaining signatures. These forms will be submitted to the high school counselor, who in turn, submits them to them to the contact person at the MCC campus.
- **6. Grades.** Provide student grades issued at completion of MCC courses to School no later than three (3) days after course ends. Final grades for dual credit courses will be reflected on both the student's high school transcript and on the student's permanent college record. The grades earned under dual credit are permanent and cannot be removed from a student's academic record.
- 7. Location of Class. Dual credit courses may be taught on the MCC campus or on the School campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, MCC will comply with applicable rules and procedures for offering courses at a distance.
- **8. Composition of Class.** Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed.
- **9. Faculty Selection, Supervision and Evaluation.** Dual credit faculty must meet the same qualifications required of adjunct faculty to teach the same course(s) on campus. The dean of instruction, in consultation with faculty, certifies faculty qualifications through transcripts and employment applications with final approval to hire from the Vice Chancellor of Instruction. Each dual credit instructor is assigned an on-campus faculty member to provide support and assistance in offering the dual credit course and in ensuring that dual credit courses are equivalent to the same courses offered on the college campus in all substantive ways. MCC Dual credit faculty are subject to the same evaluation systems and procedures as adjunct faculty teaching at MCC.
- 10. Tuition and Fees. The Board of Trustees of Metropolitan Community College annually sets tuition and fees for all MCC courses and programs. MCC charges dual credit students at any area high school according to the same predetermined schedule of tuition and fees. Dual credit tuition and fees may be different from those set

for on-campus courses, but they are the same at all high schools. MCC administration monitors costs in dual credit programs and sets tuition and fees in direct relationship to these costs. Enrollment for dual credit courses is arranged by the high school. College tuition is paid to Metropolitan Community College at the rate of half of the cost of attending courses on one of the MCC campuses. The school or the student will be billed as established in this agreement.

- **11. Books.** High schools provide the textbooks specified by MCC for dual credit students.
- **12. Student Support Services.** MCC dual credit students are provided access to on campus support services, including counseling and advising, library services, learning and support (tutoring) services.
- 13. Transferability of Credit. MCC accepts dual credit courses as equivalent to their on-campus counterparts as a matter of principle. MCC accepts in transfer dual credit courses completed at other colleges and universities without limit from any institution that is certified by CBHE as adhering to its dual credit guidelines. Dual credit courses are accepted in transfer according to all applicable articulation agreements and recognized course equivalency agreements. In general, dual credit courses from MCC transfer to all public colleges and universities in Missouri, and to all but a very small number of private colleges and universities in the state. Some Missouri institutions may limit the number of dual credit courses they accept to a maximum of five courses, but most do not have limits.
- **14.** Campus Closures. Dual credit classes provided at an MCC campus and campus activities will not be available at any MCC Campus when MCC is closed. In the event of a closure, students shall not come to MCC. MCC and School agree to collaborate to make up instructional time by April 1st.

Exhibit C - Dual Enrollment

MCC offers dual enrollment courses on MCC campuses to provide high-performing high school students with challenging, high-quality, coursework. A Dual Enrollment Program allows a high school student to enroll in coursework at an institution of higher education while simultaneously enrolled in high school coursework. Courses take place on an MCC campus or online. In most cases, credit is granted for the post-secondary coursework only. The credits earned at the institution of higher education may or may not be counted toward the student's high school diploma. Check with your high school to verify high school credit. MCC's Dual Credit/Dual Enrollment Handbook outlines the requirements for the programs and in incorporated by reference and made part of this Agreement.

- 1. MCC Standards. MCC adheres strictly to guidelines and standards for dual credit/enrollment courses published by the Missouri Coordinating Board for Higher Education (CBHE). These standards address such issues as student eligibility requirements, teacher qualifications set by HLC, and college oversight of dual credit courses. By ensuring compliance with these standards, MCC ensures that the dual credit courses that it offers in partnership with high schools will be accepted in transfer at Missouri colleges and universities in the same way as the as the same courses taken on one of our campuses. The Vice Chancellor of Instruction/Chief Academic Officer is responsible for assuring that we meet guidelines to the Coordinating Board for Higher Education (CBHE) that MCC is in full compliance with CBHE guidelines on dual credit/enrollment. MCC's Dual Credit/Dual Enrollment Handbook is incorporated by reference.
- 2. Partnership Agreement. The Missouri Department of Education "encourages and supports partnerships between secondary schools and public two-year colleges including such initiatives as dual credit which allow secondary students to receive both high school and college-level credit for college-level courses" and provides the rules and regulations for partnership agreements. Statutory authority resides in RSM 167 .2231.
- **3. Course Offerings.** Students meeting eligibility **requirements** can enroll in any MCC course.
- **4. Eligibility:** Dual enrolled students must be admitted to MCC. Students must meet placement and prerequisite course requirements for individual courses in which they enroll. Students will need to act on their own behalf and will need to present a photo ID for any transactions at the college. Students under the age of 16 must meet with a campus representative (such as the Dean of Students or Student Enrollment Manager) before enrolling.
- 5. Application Process. Students begin by selecting a course of interest. Students apply for admission to MCC and complete the required forms and obtaining signatures. These forms will be submitted through the regular MCC admissions process. If the high school provides credit for dual enrollment courses on high school transcripts, the student should work through their high school counselor.
- **6. Grades.** Provide student grades issued at completion of MCC courses to School no later than three (3) days after course end in cases where high school credit for the dual enrollment course has been approved by the School. Final grades for dual enrollment courses will be reflected on the student's permanent college record. The

grades earned under dual enrollment are permanent and cannot be removed from a student's academic record.

- 7. **Location of Class.** Dual enrollment courses are regular MCC courses and are taught on MCC campuses.
- **8. Composition of Class.** Dual enrollment courses may be composed of dual enrollment students and college credit students.
- **9. Faculty Selection, Supervision and Evaluation.** All courses at MCC campuses are taught by full-time or part-time faculty and follow the policies and procedures for faculty hiring. supervision, and evaluation. The dean of instruction, in consultation with faculty, certifies faculty qualifications through transcripts and employment applications with final approval to hire from the Vice Chancellor of Instruction.
- 10. Tuition and Fees. The Board of Trustees of Metropolitan Community College annually sets tuition and fees for all MCC courses and programs. MCC charges dual enrollment students at any area high school according to the same predetermined schedule of tuition and fees. College tuition is paid by the student to Metropolitan Community College at the rate of half of the cost of a regular MCC course.
 - **11. Books.** Dual enrolled students are responsible for their book purchases.
- **12. Student Support Services**. MCC dual enrollment students are provided access to on-campus support services, including counseling and advising, library services, learning and support (tutoring) services.
- 13. Transferability of Credit. Courses taken by dual enrolled students transfer to other colleges and universities under the same guidelines and agreements for all MCC courses. Missouri's Coordinating Board for Higher Education has approved a Credit Transfer Policy that stipulates guidelines for student transfer and articulation among Missouri Public colleges and universities. All public institutions have agreed to abide by the principles contained within the policy. The webpage https://mcckc.edu/programs/transfer/ provides details by degree and by institution on credit transfer.
- 14. Campus Closures. Classes provided at an MCC campus and campus activities will not be available at any MCC Campus when MCC is closed. In the event of a closure, students shall not come to MCC. MCC and School agree to collaborate to make up instructional time by April 1st.

Exhibit D - College Placement Testing

Purpose. MCC, as an official Assessment Center defined by the U.S. Department of Education will administer college placement tests to School's students. Placement testing is used to assess a student's current skill level in reading, writing, and mathematics. Tests determine specific MCC courses in which a student is to enroll. Complete details of required scores for specific courses are found in the Dual Credit/Dual Enrollment Handbook.

MCC offers the ACCUPLACER placement test and every campus has a testing center that delivers the tests. Testing Center office hours are posted on the MCC website. In some cases, the test can be offered at the School. ACCUPLACER is an integrated system of computer-

adaptive assessments. The ACCUPLACER is untimed but most students should allow approximately 90-120 minutes to complete.

The Parties agree to the below:

- 1. The School shall provide MCC thirty (30) days' notice that they will require testing. The School shall provide: 1) the test location site; 2) the number of students who will be tested, 3) the test type per student, 4) name the party responsible for fee payment, 5) advise if a student requests disability support services, and 6) whether a student requires ESL support services.
- **2.** The Testing Centers allow the students to take the Accuplacer one time every 24 hours, and three times in a 30-day period.
- **3.** Writing Placement. Students who place into ENGL 80 or ENGL 90 take the Writing Placement, which allows the student an opportunity to move into the next higher ENGL course. Students only have one opportunity to take a writing placement test.
- **4.** ACT Alternative. Another type of placement test is the ACT. MCC is able to evaluate a student's ACT score(s) to determine course placement or the need for additional tests. Test scores (ACT or ACCUPLACER) are valid if taken within 3 years or less.
- **5.** Disability Support. Students with documented disabilities who need special testing accommodations should consult a Disability Support Services Coordinator on any MCC campus.
- **6.** English as a Second Language. Students whose native language is not English should contact the Applied Language Institute at MCC-Penn Valley for assistance with tests.
- 7. Cost. All students may take the placement test free one time. High school students may take the placement test one additional time at no cost. All subsequent attempts cost \$25 each. The test may be paid by student directly to MCC or by the School.
- **8.** Testing at a High School. Although a student may visit any MCC campus to complete tests, some students may have opportunities to complete tests at their high school. If testing is preferred on-site at a high school in a group setting, the School can contact the nearby campus office for assistance:
 - a) MCC-Blue River: Testing Center
 - b) MCC-Longview: Testing Center
 - c) MCC-Maple Woods: Admissions Office
 - d) MCC-Penn Valley: Admissions Office

9. Testing Center's Policies:

- a) Students must have applied for admission to MCC and received a Student ID number. Twenty-four business hours should be allowed between the time of application and testing.
- b) A current, valid government-issued, or current high school ID, with a photo, must be presented to test.

- c) All electronics, including cell phones, must be turned off and stored in an assigned locker.
- d) All personal belonging, including but not limited to, hats, caps, sunglasses, scarves, wallets, purses, etc., must be stored in an assigned locker.
- e) Hooded sweatshirts and/or bulky outerwear is not allowed in the testing lab and must be stored in an assigned locker.
- f) Talking and/or disruptive behavior is not allowed in the testing lab. Students with questions can raise a hand for testing proctor assistance. The Testing Staff reserves the right to stop testing and remove the offender(s) if disruptive behaviors repeatedly occur.
- g) Handheld calculators are not allowed. If a MATH section question needs a calculator in order to provide an answer, the program automatically provides an on-screen calculator.
- h) Scratch paper and pencils are provided but must be returned before leaving the Testing Center.
- i) Restroom breaks between sections are allowed.
- j) See a testing proctor if there is an emergency.

Exhibit E - Data Sharing

- 1. Purpose. School agrees that the data transferred from MCC to School is and shall remain the sole and exclusive property of MCC. MCC agrees that the data transferred from School to MCC shall remain the sole and exclusive property of School. The Parties acknowledge under this Agreement that individually-identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deal with the confidentiality provisions of the Patient Safety Rule, and Social Security Numbers shall not be released by either Party. Data released must be used in accordance with the Family Education Rights and Privacy Act ("FERPA"), HIPAA and School and MCC policies and procedures for managing student education records and other confidential information. School grants MCC, and MCC grants School permission to use such data solely for the following purposes:
 - **1.1.** to track current School students who are enrolled in MCC's Early College Academy, dual credit, or dual enrollment programs and have:
 - i. earned credit in a dual credit course; or
 - ii. have graduated or completed a sequence of courses leading to certification, licensure; or
 - iii. have graduated with an Associate in Arts Degree from MCC; and/or
 - **1.2.** the collection and analysis of college placement test data administered to current and former School students in order to extract program performance data and information required to fulfill MCC admission requirements for MCC's Early College Academy, dual credit, or dual enrollment programs.
- **2. Scope of Data Sharing.** The scope of the data sharing between MCC and School addressed in this Agreement is limited to the following:
 - **2.1.** Student Identifiers, which shall include:
 - i. First Name, Last Name, Middle Initial.
 - ii. Social Security Number (SSN).
 - iii. Date of Birth (DOB);
 - **2.2.** Semester End Date(s);
 - **2.3.** Dual Credit Course(s) Enrollment Information: iv. Course name; v. Course ID; vi. Semester Grade; vii. Associate in Arts Degree Earned (YIN); viii. License Awarded (YIN); ix. Certification Awarded (YIN); and x. Provide Type and Program Name(s) of any applicable Degree, License, and/or Certification; and/or
 - **2.4.** College placement and/or related predictive School students' test results and any relevant related information.
- 3. Data Sharing Responsibilities of the Parties. A portion of the relevant student data shall be provided by School to MCC and a portion of the data shall be provided by MCC to School. The data shall be provided in one of the following formats: Microsoft Excel or Access or such other format that is mutually agreed to by the Parties in writing, email being sufficient.

- **3.1.** School shall provide to MCC: i. Enrollment information for all students, including: First Name, Last Name, Middle Initial; Social Security Number (SSN) or other student record identifier; Date of Birth (DOB); ii. High School Attendance; iii. Date of High School graduation; iv. Endorsement areas of each student; and v. Cumulative GPAs.
- **3.2.** MCC will provide persistence data to School, including: i. Student Identifiers; Ii. Semester Identifier; and iii. Confirmation of students enrolled in credit course(s) within the applicable semester(s).
- **4. Confidentiality and Student Data.** School and MCC shall maintain the confidentiality of any and all student data exchanged pursuant to this Agreement or any subsequent agreement intended to supersede the Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted, School and MCC shall establish a system of safeguards that shall at minimum include doing the following:
 - **4.1.** School and MCC shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted data received from, or on behalf of each other. These measures shall be extended by contract to all subcontractors used by School and MCC;
 - **4.2.** School and MCC employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under the agreement shall be required to maintain the confidentiality of all student and staff-related personally identifiable information;
 - **4.3.** School and MCC shall develop and implement procedures and systems that require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the Agreement;
 - **4.4.** School and MCC shall develop and implement procedures and systems, such as good practices for assigning passwords, to maintain the integrity of the systems used to secure computer data bases which are used to process, store, or transmit data provided under the Agreement;
 - **4.5.** School and MCC shall develop and implement procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of the Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data;
 - **4.6.** School and MCC shall develop and implement procedures and systems to process, store, or transmit data provided under the Agreement which ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal laws (HIPAA, FERPA, E-government, etc.) and Missouri state laws relating to the privacy rights of students and staff as such laws are applicable to the Parties to the Agreement;
 - **4.7.** MCC shall return to School all data or any portions thereof requested by School or, at School's election and subject to proper notice to MCC, MCC shall destroy all or any part of School's data that is within the possession or control of MCC; and
 - **4.8.** MCC shall obtain permission from School prior to publications or disclosure of relevant data, or other uses not outlined in the Agreement.



EDUCATIONAL SERVICE PROVIDER AGREEMENT

Name, Address, EIN# of Educational Services Provider:

The Literacy Lab 1400 16th Street, NW, Suite 410 Washington, DC 20036 EIN #: 27-1777117

Name of Client Receiving Services:

Guadalupe Centers Elementary School

Effective Date:

August 9, 2022

Period of Performance:

August 9, 2022-June 10, 2023

Total Annual Amount of Contract: \$40,000 (\$16,500 per Tutor minus \$6,500 per tutor discount due to secured MO DESE funding)

Services:

- Implementation of The Literacy Lab's program as described in Site Agreement
- Coaching, training, and support of tutors and applicable school staff members per Site Agreement
- Services may include virtual, in-person, and hybrid literacy interventions and supports

Type of Order:

BILATERAL AGREEMENT: The signature of this service provider and the signature of the client are required on the spaces provided. This agreement shall not be in place until the authorized representatives of both parties have affixed their respective signatures to this document.

Description of Services:

The "service provider" (The Literacy Lab) will provide early literacy intervention programming for "client" (Guadalupe Centers Elementary School) in SY22-23 as described in separate Site Agreement.

Agreement of the Parties:

This agreement is made and entered into this ______ day of ______, 2022 between The Literacy Lab and Guadalupe Centers Elementary School for the duration of the 2022-23 school year.

- Whereas THE LITERACY LAB's tutors are to be engaged in providing literacy intervention and support services for the client.
- Whereas the tutors are selected and hired by THE LITERACY LAB.
- Whereas The Literacy Lab is desirous of performing such services under the following terms and conditions:
 - The Literacy Lab will provide quarterly fixed-price invoices unless otherwise specified to be paid within 30 days. The invoice/payment schedule is as follows:
 - 25% of total contract to be invoiced upon execution
 - 25% of contract to be invoiced by 10/1/2022
 - 25% of contract to be invoiced by 2/1/2023
 - 25% of contract to be invoiced by 5/1/2023
 - During the period of this agreement the client shall not enter into any independent service or payment agreement with any Literacy Lab tutor except through The Literacy Lab and with The Literacy Lab's consent.

The Literacy Lab and Client both retain the right to terminate this educational service provider's agreement at any time with or without cause after paying for any services rendered and costs incurred and providing 60 days written notice.

Note: The Literacy Lab is preparing for multiple scenarios in SY 2022-2023 and will be prepared to offer adaptations needed for social distancing and distance learning needs, including but not limited to delivery of literacy intervention virtually, delivery of literacy intervention in-person following social distance requirements (with PPE for tutors provided by The Literacy Lab), assisting teachers with virtual classroom push-in support, and creating literacy enrichment and learning resources for students and families. The expectation is that The Literacy Lab will adapt to changing circumstances if the need arises and, as a result, will continue to bill the full amount of the contract as long as tutors are in service.

The Literacy Lab agrees that the Client shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, real or personal, directly or indirectly arising from the negligent or wrongful act of The Literacy Lab, its officers, employees, agents and volunteers. The Client agrees that The Literacy Lab shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, real or personal, directly or indirectly arising from the negligent or wrongful act of the Client, its employees, agents and volunteers.

As a 501c3 nonprofit organization that raises public and philanthropic support, The Literacy Lab is able to provide tutoring services to schools at the included contract rates. Accordingly, this contract is contingent on The Literacy Lab receiving private, state, and federal funds, which are currently pending.

	Date
	Date
_	

Villa Asphalt project

This project is to mill and replace the asphalt in the Villa parking lot. The Engineering firm Norton & Schmidt wrote the scope and performed the bid process.

Tandem Paving was selected.

Cost \$286,293.21

DRAFT AIA® Document A101™ - 2017

Standard Form of Agreement Between Owner and Contractor where

the basis of payment is a Stipulated Sum

AGREEMENT made as of the « 24 » day of « February » in the year « 2023 » (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

```
«Guadalupe Centers »« »
«1015 Avenida Cesar E Chavez »
«Kansas City, Missouri 64108 »
« »
```

and the Contractor:

(Name, legal status, address and other information)

```
«Tandem Paving Company, Inc. »« »
«617 SE Industrial Drive »
«Blue Springs, MO 64014 »
« »
```

for the following Project:

(Name, location and detailed description)

```
«Guadalupe Centers – Villa Campus»
«Asphalt & Concrete Maintenance & Improvements»
«»
```

The Engineer:

(Name, legal status, address and other information)

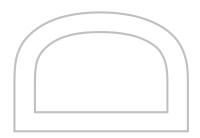
```
« Norton & Schmidt Consulting Engineers, LLC »« »
«311 E. 11<sup>th</sup> Avenue »
« North Kansas City, Missouri 64116 »
«Project Engineer: Eddie Phillips »
```

The term "Architect" shall mean "Engineer" in this document. The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
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- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[« »] The date of this Agreement.

[(»] A date set forth in a notice to proceed issued by the Owner.

[**« X »**] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« June 1, 2023 »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: **Portion of Work Substantial Completion Date** All Base Bid & Alternates 301 (a,b, & August 1, 2023 c), 302 (a,b, & c), & 303 § 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5. ARTICLE 4 CONTRACT SUM § 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « Two Hundred Seventy-six Thousand, Two Hundred Ninety-three Dollars and Twenty-one Cents » (\$ « 276,293.21 »), subject to additions and deductions as provided in the Contract Documents. § 4.2 Alternates § 4.2.1 Alternates, if any, included in the Contract Sum: **Price** 301 (a,b, & c), 302 (a,b, & c), & 303 \$47,420.08 § 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.) Item **Price Conditions for Acceptance** § 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.) **Price** Item § 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.) Item Units and Limitations Price per Unit (\$0.00) § 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.) « If the Contractor fails to achieve Substantial Completion within the Contract Time, the Contractor shall be liable for the sum of five hundred dollars (\$500.00) as liquidated damages, and not as a penalty, for each calendar week beginning on the first week after the Contractor fails to achieve Substantial Completion within the Contract Time until the date that Substantial Completion is achieved. » **§ 4.6** Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

[**« X »**] By the following date: « August 1, 2023 »

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User Notes:

« The Contractor understands that this Contract shall be subject to annual appropriations of funds by the Owner in accordance with its normal funding practices. In the event that funds are not available in full or in part for the

payments hereunder, this Contract will be subject to modification or termination, depending upon the extent of available funds. The Owner may terminate the Agreement in its entirety without penalty, if funding is not available. »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

- § 5.1.3 Provided that an Application for Payment is received by the Engineer not later than the «twenty-fifth » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « last » day of the « following » month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner in the next payment cycle. (Federal, state or local laws may require payment within a certain period of time.)
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM_2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - 1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«5% »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

(()

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Engineer.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Engineer.)

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[« X »] Litigation in a court of competent jurisdiction

[**« »**] Other (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

- « Eddie Phillips, P.E. »
- « Norton & Schmidt Consulting Engineers, LLC »
- « 311 East 11th Avenue »
- « North Kansas City, MO 64116 »
- « Phone: 816-806-2149 »
- « Email: ephillips@nortonschmidt.com »

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)



§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM_ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

««§ 8.6.1 Contractor agrees that in the event of any strike, picket, sympathy strike, work stoppage, or other form of labor dispute (collectively "Labor Dispute") in connection with the work of the other contractors, subcontractors, Owner or any party other than Contractor, the Contractor will continue to perform the Work without interruption or delay, contingent upon Owner providing a picket free entrance. In the case of a Labor Dispute directed at Contractor, Contractor shall determine its own course of action to ensure continued performance of the Work. In the event Contractor delays or interrupts performance of the Work because of a Labor Dispute, Owner may terminate this Contract after giving forty-eight (48) hours written notice of an intent to do so, or Owner may invoke any of the rights set forth elsewhere in the Contract Documents.

§ 8.6.2 Contractor agrees to abide by all applicable government requirements, including Equal Employment Opportunity, the Clean Air Act, the Federal Water Pollution Control Act, and such other federal, state, or local laws applicable to this Project and to furnish any certification required by any federal, state or local governmental agency.

§ 8.6.3 Employment Eligibility. All business entities awarded any contract in excess of five thousand dollars (\$5,000) must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided, to the extent allowed by the E-Verify Work Authorization Program of the United States ("E-Verify"). A business entity must affirm the same through sworn affidavit and provision of documentation, as well as sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided. Accordingly, Contractor must have an authorized individual execute the "Federal Work Authorization Program Affidavit" attached as Exhibit C, and provide the Affidavit to the district prior to performing services. Contractor further agrees to indemnify the District for any fines and legal fees incurred because employees or subcontractors of the Contractor performing services for the District are not authorized to work in the United States. Contractor shall obtain a separate fully executed "Federal Work Authorization Program Affidavit" attached as Exhibit C for each subcontractor. »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101TM_2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM–2017, General Conditions of the Contract for Construction
- 4 AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)



.5	Diawings						
	Number	Title	Date				
	See Project Manual						
.6	Specifications						
	Section	Title	Date Pages				
	See Project Manual						
.7	Addenda, if any:						
	Number	Date	Pages				
	Addendum #1	2/14/2023	16				
	Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.						
.8	Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit where required.)						
	[« »] AIA Document E204 TM _2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)						
	« »						
	[« »] The Sustainability Plan:						
	Title	Date	Pages				
	Title	Date	luges				
	[« »] Supplementary and other Conditions of the Contract:						
	Document	Title	Date Pages				
.9	.9 Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201 TM _2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or						
	proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)						
« Exhibit A - Contractor Insurance Requirements Exhibit B – Tax Exemption Letter and/or Certificate Exhibit C - Federal Work Authorization Program Affidavit Exhibit D – Bid Form»							
This Agreement entered into as of the day and year first written above.							

CONTRACTOR (Signature)

OWNER (Signature)

« Beto Lopez »« CEO Guadalupe Centers 1015 Avenida Cesar Chavez Kansas City, MO 64108 »

(Printed name and title)

« C.K. Smith »«
Vice President
Tandem Paving Company, Inc.
617 SE Industrial Drive
Blue Springs, MO 64014 »

(Printed name and title)



DRAFT AIA Document A201™ - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

« Guadalupe Centers – Villa Campus» «Asphalt & Concrete Maintenance & Improvements »

THE OWNER:

(Name, legal status and address)

« Guadalupe Centers » «1015 Avenida Cesar E Chavez » «Kansas City, Missouri 64108 »

THE ARCHITECT:

(Name, legal status and address)

« Norton & Schmidt Consulting Engineers, LLC »
«311 E. 11th Avenue »
«North Kansas City, Missouri 64116 »

In this document the term "Architect" shall mean "Engineer".

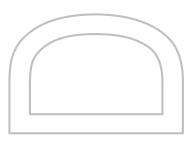
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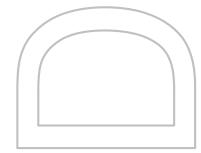
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are 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. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 **OWNER**

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2,2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
- § 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

- § 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

- § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

- § 3.8.2 Unless otherwise provided in the Contract Documents,
 - .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and

other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent

acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 **ARCHITECT**

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component,
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

- § 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.
- § 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

- § 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
 - assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 - assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- **§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
- § 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed:
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. 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.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials

and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

- § 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
 - .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.
- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.
- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

- § 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

- § 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
- § 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to

provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner

shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for

correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction—financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

- § 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.
- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

TERMINATION OR SUSPENSION OF THE CONTRACT ARTICLE 14

§ 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
 - Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be
 - .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
 - Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
 - The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

- **§ 14.2.1** The Owner may terminate the Contract if the Contractor
 - repeatedly refuses or fails to supply enough properly skilled workers or proper materials; .1
 - fails to make payment to Subcontractors or suppliers in accordance with the respective agreements .2 between the Contractor and the Subcontractors or suppliers;
 - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
 - that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
 - .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - cease operations as directed by the Owner in the notice:
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
 - except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker

and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

- § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

- § 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

EXHIBIT A

Contractor Insurance Requirements

- 1. <u>Minimum Coverage and Limits</u> Unless higher limits are required in the Contract Documents, Contractor must procure, carry and maintain policies of insurance meeting the requirements and minimum Limits listed below. Where appropriate, the required insurance limits may be provided through a combination of primary and excess/umbrella policies.
 - A. Worker's Compensation and Employer's Liability Insurance. Contractor must obtain and maintain Worker's Compensation Insurance to cover the statutory limits and requirements of the Worker's Compensation laws of the state or states in which Contractor's Work is performed. Contractor, and all subcontractors of every tier, must carry this insurance regardless of eligibility for waiver or exemption of coverage under a state law. Contractor must also obtain and maintain Employer's Liability insurance, including Occupational Disease coverage, meeting the requirements and written for the following policy limits:

\$500,000 Bodily Injury Each Accident \$500,000 Each Employee \$500,000 Aggregate – Policy Limit

Such insurance must include "other state" insurance, so as to include all states not names on the declarations page of the insurance policy, except for the monopolistic states.

Contractor shall either provide worker's compensation coverage, or require proof of worker's compensation coverage from, every person with whom it has a direct contract to perform construction work on the Project. The substance of this clause shall be included in all contracts Contractor inters into with lower tier subcontractors.

B. Commercial General Liability Insurance. Contractor must obtain and maintain Commercial General Liability Insurance for the hazards of (i) independent operation, (ii) independent contractors, (iii) products/completed operations, (iv) explosion, collapse and underground (XCU), (v) broad form property damage, (vi) personal injury, (vii) premises operations, and (viii) broad from contractual liability and must be written for the following policy limits:

\$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate (Per Project)
\$2,000,000 Products/Completed Operations Aggregate

General Liability, including products/completed operations, must be carried for a minimum of the **statute of response for the state in which the project is located** from completion of Contractor's Work on-site, or as required by the Contract Documents, whichever is longer.

EXHIBIT A

C. Commercial Automobile Liability Insurance. Contractor must obtain and maintain comprehensive automobile covering all owner, non-owned and hired automobiles used in connection with the Contractor's Work written for the following policy limits:

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Accident

D. Excess/Umbrella Liability. Contractor must obtain and maintain Excess Liability coverage on an umbrella form following primary policy form (General Liability, Automobile Liability and Employer's Liability) written for the following policy limits:

\$2,000,000 Per Occurrence \$2,000,000 Aggregate Limit

E. Design Liability. If any design responsibility is included in the Contract, Contractor, or its designer, must purchase, and maintain or renew annually for a period of the statue of repose for the state in which the project is located after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Contract.

\$1,000,000 Per Claim \$1,000,000 Annual Aggregate Limit

- **F.** Commercial Watercraft and/or Aircraft Liability (if applicable). If watercraft or aircraft are used in connection with the Contractor's Work, Contractor must obtain and maintain Commercial Watercraft and/or Aircraft Liability insurance the use of all owned, none-owned, and hired watercraft and/or aircraft written with a combined bodily injury or property damage limit of \$50,000,000.
- **G. Equipment Policy.** Contractor must provide property coverage for Contractor's equipment and tools brought onto the Project site.
- **H. Hazardous Material Liability (if applicable).** Contractor must furnish insurance providing coverage for Hazardous Material Liability in an amount not less than \$2,000,000 per occurrence / \$2,000,000 Annual Aggregate, complying with the requirements of the Contract Documents.

2. Conditions

- **A. Insurance Primary.** All policies of insurance, including General Liability and Excess/Umbrella Liability, provided by Contractor must be primary, not contributing with and not in excess of the coverage of the indemnitee's and/or Additional Insured's insurance or other insurance available to the indemnitee and/or Additional Insured.
- **B. Severability of Interest.** General Liability, Excess/umbrella Liability and Pollution Liability, if any, must be written to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and

EXHIBIT A

endorsements, with the exception of limits of liability, must operate in the same manner as if there were a separate policy covering each insured.

- C. Waiver of Subrogation. All policies of insurance, as allowed by law and excluding Professional Liability insurance, that are in any way related to the Work or services of the Project, including those that are secured and maintained by consultants and lowertier subcontractors, much include a provision providing that each party and entities identified as Additional Insureds in the Contract Documents.
- **D.** Additional Insureds. Contractor furnished insurance (except Worker's Compensation Insurance, professional Liability, and Equipment Policy, if applicable) must include Guadalupe Centers (Owner), and any other person or entity required by the Contract Documents, and all their assigns, subsidiaries and affiliates as additional insureds as their respective interest may appear ("Additional Insureds"). Additional Insured status must be provided for ongoing operations and completed operations. The additional insured endorsement shall be on a form acceptable to Owner in their sole discretion.
- **E. Cancellation Notice.** All insurance certificates and policies will state that all coverages are in effect and will not be canceled without thirty (30) days prior written notice to Certificate Holder.
- **F.** Certificate Holder and Other Information. All insurance certificates will include in the Certificate Holder box the following verbiage: Guadalupe Centers, 1015 Avenida Cesar E Chavez, Kansas City, Missouri 64108. In addition to the other information required, all insurance certificates will include the Job Name: in the description box.
- 3. <u>Lower-Tier Subcontractors' Insurance</u> Contractor must require all lower-tier subcontractors providing equipment, materials for services directly to Contractor in connection with the Contractor's Work to obtain, maintain and keep in force coverages in accordance with these insurance requirements. Contractor must obtain certificates of insurance evidencing such coverage and provide Owner with certificates upon request. Contractor must not be excused from its obligations to cause such lower-tier subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor must have obtained in writing from Owner a waiver, which must be effective only as to such requirements and for such lower-tier subcontractors specifically identified therein.

Contractor shall verify that its lower tier subcontractors have met the Worker's Compensation insurance requirements, as required by law, including but not limited to collecting all required certificates of insurance.

4. General Requirements

- **A.** Insurance certificates and endorsements complying with these requirements must be received by Owner prior to commencement of Contractor's Work on the Project and will be a condition to any payment.
- **B.** All insurance is to be issued by companies acceptable to Owner but must be provided by companies having at least an A.M. best rating of A-VII or better.

EXHIBIT A

- **C.** Owner reserves the right to require that Contractor provide certified copies of any and all insurance policies and endorsements to which this contract is applicable.
- **D.** Certificates of Insurance are subject to the approval of Owner. However, any acceptance of a certificate by Owner does not limit or relieve Contractor of its obligations under the Contract or waive Contractor's obligation to maintain such insurance.
- **E.** Owner may take such steps as necessary to assure Contractor's compliance with the insurance requirements. In the even Contractor fails to obtain and maintain the policies of the insurance meeting the requirements and minimum limits identified above, Owner may obtain and maintain such coverage and recover the cost from Contractor.
- **F.** The policies of insurance required above must contain no exclusion for work expressly within Contractor's scope of work (e.g., EIFS, asbestos, etc.) unless Contractor has a separate policy providing such coverage and provides evidence of such coverages with limits of liability comparable with above stated limits.
- **G.** The required coverages and limits referred to and set forth herein do no affect or limit Contractor's liability with respect to this Contract and its performance or the coverage as an Additional Insured.

EXHIBIT B

OWNER'S TAX EXEMPTION MISSOURI

In order that the Owner may take advantage of its tax exemption, the Contractor has been issued a copy of the Tax Exemption Letter issued by the State of Missouri and the Missouri Project Exemption Certificate issued by the Owner of this Project. The Contractor shall make copies of these documents and provide them to each vendor and Subcontractor from whom the Contractor purchases tangible personal property and materials to be incorporated into or consumed in the construction of the Project. Proper use of such documents shall allow the Contractor, Subcontractors and vendors to make and pay for such purchases directly and without obligation to pay Kansas sales tax on such purchases. Contractor hereby agrees to indemnify Owner for any loss, damage, cost, or penalty assessed against it by the State of Missouri arising from Contractor's improper implementation of the tax exemption granted to this Project.

NOTE: Invoices must indicate the name of the Exempt Entity and the Project # assigned to secure a valid tax exemption.

EXHIBIT C

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I,		, beir	ng
of leg	al age a	and having been duly sworn upon my oath, state the following facts are true:	
	1.	I am more than twenty-one (21) years of age and have first-hand knowledge of the matters set forth herein.	ne
	2.	I am employed by	
		("Company") and have authority to issue this affidavit on its behalf.	
	3.	The Company is enrolled in and participating in E-Verify with respect to the	ne
		Company's employees working in connection with the services the Company is	to
		provide to the District, to the extent allowed by E-Verify.	
	4	The Company does not knowingly employ any person who is an unauthorize	ed
		alien in connection with the services the Company is to provide to the District.	
By:			
Dy.	Indiv	idual Signature	
For:			
	Comp	pany Name	
Title:			
Subsc	ribed a	nd sworn to before me on this day of20	
		Note the Della Control of the Contro	
		Notary Public	
		Printed Name	
		Timed ivanic	
My C	ommis	sion Expires:	



Bid Bond

CONTRACTOR:

(Name, legal status and address)
Tandem Paving Company, Inc.
617 SE Industrial Drive
Blue Springs, MO 64014

OWNER:

(Name, legal status and address) Guadalupe Centers 1015 Avenida Cesar Chavez Kansas City, MO 64108 BOND AMOUNT:

SURETY:

(Name, legal status and principal place of business) Hudson Insurance Company 100 William Street New York, NY 10038

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.

Five Percent of the Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any) Guadalupe Centers-Villa Campus Asphalt & Concrete Maintenance & Improvements

Project Number, if any: N&S Job: 2022-2353

5123 Truman Road, Kansas City, MO
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
acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent 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 16th day of	February, 2023
	Tandem Paving Company, Inc.
(Witness)	(Principal) (Seal)
	(Title) C.K. SMITH - VP Hudson Insurance Company
(Witness)	(Surety) (Seal) My (Seal)
	(Title) Nicole M. Johnson, Attorney-In-Fact

Init.

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BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Rodney W. Paddock, Eric Dedovesh, Nicole M. Johnson

of the State of Missouri

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 10th day of June _____, 20 22 ___ at New York, New York.

Attest Ana Carlos

Dina Daskalakis, Corporate Secretary

STATE OF NEW YORK COUNTY OF NEW YORK

SS

 \vee

HUDSON INSURANCE COMPANY -

Michael P. Cifone, Senior Vice President

On the 10th day of June 20 22 before me personally came Michael P Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order

(Notarial Seal)



Notary Public, State of New York

Qualified in NIIIII County

Commission Expires □e ि □ □ □ 202 □

STATE OF NEW YORK COUNTY OF NEW YORK

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The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

CERTIFICATION

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this

Dina Daskalakis, Corporate Secretary

BF-1R February 10, 2023

FORM OF BID

		Contractor	Tandem Paving Company, INC
Guadalupe Centers 1015 Avenida Cesar E Chavez		Contact	Nick Caldrone
Kansas City, MO 64108 Attention: Alan Olson		Phone #	816-500-5095
Manager of Facilities aolson@guadalupecenters.org		Email	nick@tandempaving.com
By submission of the attached proposal, we certify that we have examined the site of the project or have otherwise satisfied ourselves as to the existing conditions, size of areas, etc., as provided on the drawings and in the specifications for the Guadalupe Centers - Villa Campus Asphalt & Concrete project. We propose to furnish all materials, labor, tools and equipment, and to accomplish the work as specified.			
	BASE BID		\$228,873.13
	ALT-301		\$30,951.00
	ALT-302		\$12,973.00
	ALT-303		\$3,496.08
	ALT-304		\$30,184.00
	ALT-305		\$12,208.00
	ALT-306		\$38,808.00
	ALT-307		\$15,696.00
ADDENDA The Contractor acknowledges receipt and the contractor acknowledges receipt acknowledges receipt and the contractor acknowledges receipt acknowledge	ost, if any, of s		g Addenda covering revisions been included in the price
Addendum No	o	Date	
Addendum No	0.	Date	

ADDENDUM #1

Guadalupe Centers – Villa Campus Asphalt & Concrete Maintenance & Improvements February 10, 2023

THIS ADDENDUM (the "Addendum") is made as of the 10th of February, 2023. The language of the original project manual is hereby altered, deleted, added to or changed as written below. All such additions are reflected below and are herein incorporated by reference into the original project manual.

GENERAL

- Division 00 Bidding Requirements and Contract Documents, section 0011.09 Bid Bond:
 The amount of the bid bond shall be five (5) percent of the bid as estimated by the Contractor after their review of the project and scope of work.
- 2. There will be summer school classes in session at this site during the work schedule. In order for the Owner to maintain access to the site, all work in this project shall be performed in two phases roughly split at or around the north entrance.

BID FORM

1. Reference attached sheets BF-1R through BF-13R dated February 10, 2023 for modifications to the bid form and bid form quantities. Items modified are formatted in *italics* on pages BF-1R, 3R through 9R.

WORK ITEM DESCRIPTIONS

- All mill and overlays have removed the Petromat from the base bid work items. Alternates have been added to the bid form to install Petromat Original Paving Fabric or Petromat Enviro Recyclable Paving Fabric. Product Data Sheets are included as part of the addendum.
- 2. Restripe work items W201d, W203d, and W207 shall include repainting all existing painted curbs.

"FORCE ACCOUNT" – It is anticipated that there may be some work not included in the item list covered under this specification. Because of this potential, a "Force Account" shall be initialized by the Owner to which this work may be charged. Any amount remaining in the account at the end of the project shall not be due the Contractor but rather shall be deducted from the contract sum by way of a change order. Work under this account shall only be performed after written authorization has been received from Owner's Representatives.

At the end of the project, any such additional work for which written authorization has been received will be included in a change order initiated by the Contractor and approved by the Owner, and such change order, with copies of the written authorization attached, shall be submitted to the Owner for acceptance.

DESCRIPTION OF ABBREVIATIONS

Sq.Ft	=	Square Feet
Ln.Ft.	=	Linear Feet
Cu.Yd.	=	Cubic Yard
Ea.	=	Each
A/R	=	As Required
N/A	=	Not Applicable
Lbs.	=	Pounds
R/R	=	Remove & Replace
TFAW	=	Total For All Work

Notes:

- All work areas are to be enclosed with red/orange 42" tall traffic cones and caution tape or other means acceptable to the owner's representative and the Engineer. The fencing system shall be capable of resisting normal winds common to the Kansas City metro area.
- 2) All holes in the soil shall be covered with secured plywood and framing capable of supporting a minimum load of 40 psf during the period that the contractor is not on-site or the area is unattended by the contractor's personnel.
- 3) The Contractor shall notify the Engineer and Owner (or Owner's representative) a minimum of twenty-four (24) hours prior to the time of required inspections and/or quantity verifications and shall make the work available for inspection and/or verification by Engineer and Owner at anytime during the project.

UNIT WORK COST **EXTENSION UNITS QUANTITY UNIT DESCRIPTION ITEM BASE BID WORK ITEMS** *** \$9,000.00 Ea. W101 Mobilization **Bonds** W102 *** \$0.00 1 Ea. Bid bond (normally no cost) W102a Performance bond labor and W102b material payment bond (base bid \$4,700.00 *** 1 Ea. only) *** \$30,000.00 1 Ea. Force Account W199 EAST LOT IMPROVEMENTS 150 \$3,160.50 \$21.07 Sq.Ft. R/R 4" sidewalk W200 2" full milling w/2" asphalt W201a \$1.43 \$49,335.00 Sq.Ft. 34,500 overlay 4" base asphalt patching at W201b locations identified by the contractor & engineer and approved by the owner & engineer. Unused quantities/funds will be \$34,160.00 \$2.44 Sq.Ft. 14,000 redirected to the Force Account W201c 4" AB3 subbase patching at locations identified by the contractor & engineer and approved by the owner & engineer. Unused quantities/funds will be \$1.81 \$25,340.00 14,000 redirected to the Force Account Sq.Ft. \$1,565.00 **TFAW** W201d Restripe lot to match existing R/R 6" curb w/ gutter W202 \$11,799.27 \$62.43 189 Ln.Ft. (5± locations) (total)

BF-4R February 10, 2023

ASTIIALI	& CONCRETE MAINTENANCE	S OF HAIL WO	I EIVILLI I S		rebluary 10, 2025
WORK <u>ITEM</u>	UNIT DESCRIPTION	<u>UNITS</u>	<u>QUANTITY</u>	UNIT COST	EXTENSION
NORTH L	OT IMPROVEMENTS				
W203a	2" full milling w/ 2" asphalt overlay	Sq.Ft.	12,600	\$1.43	\$18,018.00
W203b	4" base asphalt patching at locations identified by the contractor & engineer and approved by the owner & engineer. Unused quantities/funds will be redirected to the Force Account	Sq.Ft.	2,500	\$2.44	\$6,100.00
W203c	4" AB3 subbase patching at locations identified by the contractor & engineer and approved by the owner & engineer. Unused quantities/funds will be redirected to the Force Account	Sq.Ft.	2,500	\$1.81	\$4,525.00
W203d	Restripe lot to match existing	TFAW			\$408.00
W204	R/R 6" curb w/ gutter (3± locations)	Ln.Ft.	135(total)	\$62.43	\$8,428.05

SPHALT & CONCRETE MAINTENANCE & IMPROVEMENTS February 10, 202					
WORK ITEM	UNIT DESCRIPTION	<u>UNITS</u>	QUANTITY	UNIT COST	EXTENSION
AAIN ENT	TRY IMRPOVEMENTS				
W205a	2" full milling w/ 2" asphalt overlay	Sq.Ft.	6,800	\$1.43	\$9,724.00
W205b	4" base asphalt patching at locations identified by the contractor & engineer and approved by the owner & engineer. Unused quantities/funds will be redirected to the Force Account	Sq.Ft.	1,000	\$2.44	\$2,440.00
W205c	4" AB3 subbase patching at locations identified by the contractor & engineer and approved by the owner & engineer. Unused quantities/funds will be				
	redirected to the Force Account	Sq.Ft.	1,000	\$1.81	\$1,810.00
W206	R/R 6" curb w/ gutter (2± locations)	Ln.Ft.	117 (total)	\$62.43	\$7,304.31
NORTHW	VEST LOT IMPROVEMENTS				
W207	Restripe lot to match existing	TFAW			\$1,056.00
TOTAL FOR BASE BID WORK ITEMS (ENTER HERE AND ON PAGE 1)					
	NUMERIC DOLLAR AMOUNT	•		\$	228,873.13
WRITTEN DOLLAR AMOUNT Two hundred twenty-eight thousand eight hundred seventy-three and thirteen cents					

BF-6R February 10, 2023

ASPHALT &	ASPHALT & CONCRETE MAINTENANCE & IMPROVEMENTS February 10, 2023				
WORK <u>ITEM</u>	UNIT DESCRIPTION	<u>UNITS</u>	QUANTITY	UNIT COST	EXTENSION
ALTERNA	TE WORK ITEM ALT-301				
ALT-301a	2" full milling w/ 2" asphalt overlay	Sq.Ft	15,700	\$1.43	\$22,451.00
ALT-301b	4" base asphalt patching at locations identified by the contractor & engineer and approved by the owner & engineer. Unused quantities/funds will be redirected to the Force Account	Sq.Ft.	2,000	\$2.44	\$4,880.00
ALT-301c	4" AB3 subbase patching at locations identified by the contractor & engineer and approved by the owner & engineer. Unused quantities/funds will be redirected to the Force Account	Sq.Ft.	2,000	\$1.81	\$3,620.00
	TOTAL FOR ALTERNATE WORK ITEM ALT-301 (ENTER HERE AND ON PAGE 1)				
	NUMERIC DOLLAR AMOUNT			\$	30,951.00

GUADALUPE CENTERS - VILLA CAMPUS BF-7R ASPHALT & CONCRETE MAINTENANCE & IMPROVEMENTS February 10, 2023 WORK UNIT **ITEM UNIT DESCRIPTION UNITS QUANTITY** COST **EXTENSION ALTERNATE WORK ITEM ALT-302** ALT-302a 2" full milling w/2" asphalt overlay Sq.Ft. 6,100 \$1.43 \$8,723.00 ALT-302b 4" base asphalt patching at locations identified by the contractor & engineer and approved by the owner & engineer. Unused quantities/funds will be redirected to the Force Account Sq.Ft. 1,000 \$2.44 \$2,440.00 ALT-302c 4" AB3 subbase patching at locations identified by the contractor & engineer and Text approved by the owner & engineer. Unused quantities/funds will be redirected to the Force Account 1,000 \$1.81 \$1,810.00 Sq.Ft. TOTAL FOR ALTERNATE WORK ITEM ALT-302 (ENTER HERE AND ON PAGE 1) \$12,973.00 NUMERIC DOLLAR AMOUNT **ALTERNATE WORK ITEM ALT-303** R/R 6" curb w/ gutter ALT-303 Ln.Ft. 56 \$62.43 \$3,496.08

TOTAL FOR ALTERNATE WORK ITEM ALT-303 (ENTER HERE AND ON PAGE 1)

ALTERNATE WORK ITEM ALT-304

ALT-304 Install Petromat Original Paving

Fabric under the 2" asphalt overlay in base bid work items W201a, W203a, and W205a

(53,900 SF total)

TFAW 53,900 SF \$0.56 \$30,184.00

TOTAL FOR ALTERNATE WORK ITEM ALT-304 (ENTER HERE AND ON PAGE 1)

GUADALUPE CENTERS - VILLA CAMPUS
ASPHALT & CONCRETE MAINTENANCE & IMPROVEMENTS

BF-8R February 10, 2023

\$12,208,00

WORK

ITEM UNIT DESCRIPTION UNITS QUANTITY COST EXTENSION

ALTERNATE WORK ITEM ALT-305

ALT-305 Install Petromat Original Paving

Fabric under the 2" asphalt overlay in alternate work items

ALT-301a and ALT-302a TFAW **21,800 SF \$0.56**

(21,800 SF total)

TOTAL FOR ALTERNATE WORK ITEM ALT-305 (ENTER HERE AND ON PAGE 1)

ALTERNATE WORK ITEM ALT-306

ALT-306 Install Petromat Enviro

Recyclable Paving Fabric under the 2" asphalt overlay in base bid work items W201a, W203a,

and W205a

(53,900 SF total)

TFAW 53,900 SF \$0.72 \$38,808.00

TOTAL FOR ALTERNATE WORK ITEM ALT-304 (ENTER HERE AND ON PAGE 1)

ALTERNATE WORK ITEM ALT-307

ALT-307 Install Petromat Enviro

Recyclable Paving Fabric under

the 2" asphalt overlay in

alternate work items ALT-301a

and ALT-302a (21,800 SF total) TFAW 21,800 SF

\$0.72

\$15,696.00

TOTAL FOR ALTERNATE WORK ITEM ALT-307 (ENTER HERE AND ON PAGE 1)

BF-9R February 10, 2023

The attached list of Subcontractors and material suppliers will be used by the undersigned for this contract. If the work is to be done by the Contractor, so state. List only one per category.

TYPE OF WORK	MANUFACTURER /SUPPLIER	INSTALLER	VALUE (\$) OF BASE BID SUBCONTRACTOR WORK
Asphalt /milling	Ideker Asphalt	Tandem Paving Company, Inc	\$158,271.00
Parking Stall Striping	Sherwin Williams / Diamond Vogel	The Round Company	\$3,029.00
Concrete Curb	Quality Custom Construction	Quality Custom Construction	\$31,027.71
Concrete Sidewalk	Quality Custom Construction	Quality Custom Construction	\$3,160.50
Petromat	Petromat	Vance Brothers	\$96,896.00
(other)			
(other)			

BF-10R February 10, 2023

REQUIRED INFORMATION - GENERAL CONDITIONS

The Contractor shall enter the percent of mark-up for overhead and profit if he/she is requested to perform work beyond the the base bid and any selected alternates on a time and materials basis.

Overhead	10 %		
Profit	15 %		
VENDOR QUESTINONAIRE 1. Please give us some information about your company's history and direct industry experience www.tandempaving.com			
2. Please include any service plan details that you woul	ld like to add		
3. Please include at least three (3) references See attached reference sheet			
Out attached releasing allest			



Bank Reference

Name Bank 21
Contact Darrell Denish
Title President

Mailing Address 3301 S. 7 Hwy, Blue Springs, MO

Telephone Number 816.220.0400

Email Address ddenish@bank21.com

Customer Reference

Name City of Raymore, MO

Contact Steve Rulo

Title Parks Department

Mailing Address 100 Municipal Circle, Raymore, MO 64083

Telephone Number 816.331.0488

Email Address srulo@raymore.com

Name Blue Springs School District

Contact Dan Anderson

Title Director of Buildings & Grounds
Mailing Address 1801 NW Vesper, Blue Springs, MO

Telephone Number 816.224.1300

Email Address dananderson@bssd.net

Name City of Parkville, MO
Contact Alysen Abel/Alan Schank

Title Director of Public Works/Director of Operations

Mailing Address 8880 Clark Ave, Parkville, MO 64152

Telephone Number 816.741.7676

Email Address aabel@parkvillemo.gov aschank@parkvillemo.gov

Name Lee's Summit School District

Contact Kyle Gorrell

Title Director of Facilities

Mailing Address 502 SE Transport Drive, Lee's Summit, MO 64081

Telephone Number 816.986.2425

Email Address kyle.gorrell@lsr7.net

Name

City of Lake Winnebago

Contact

Steve Besermin

Title

Director of Public Works

Mailing Address

10 N. Winnebago Drive, Greenwood, MO

Telephone Number

816.537.6969

Email Address

lwpubworks@comcast.net

Name

City of Pleasant Valley, MO

Contact

Art Akin

Title

Engineer

Mailing Address

6500 Royal, Pleasant Valley, MO

Telephone Number

816.781.4200

Email Address

aakin@agcengineers.com

BF-11R February 10, 2023

ON THIS SHEET, THE CONTRACTOR WILL PROVIDE A COMPLETE BREAKDOWN OF MOBILIZATION COSTS:

Tandem Paving (Office Admin, insurance)	\$4,000.00
Vance Brothers (Charged Mobilizations)	\$5,000.00

BF-12R February 10, 2023

ASPHALT INDEX PRICE COST ADJUSTMENT

The Asphalt Price Index Cost Adjustment is optional. If the bidder wishes to adjust their asphalt cost based on changes in the asphalt price index, then they must sign their acceptance below. If accepted, then they accept increases or decreases in the asphalt price index and will adjust their costs as required. Failure by the bidder to sign this page will forfeit any and all price changes based on Asphalt Price Index fluctuations.

Tandem Paving Company, Inc

Contractor

Signature

The bid asphalt material prices above are based on December 2022 "Asphalt Price Index" as available on the MODOT website

\$611.25/ton PG 64-22

Base bid to be based on installing all asphalt to be installed in this project per the project schedule and contract documents. Asphalt Price Index as available from the MODOT website will be effective on the 1st calendar day of the month. If this value fluctuates for the month of the installation of the asphalt, an add or deduct will be issued based on the Asphalt Price Index at the time of installation. The Contractor shall provide substantiating documentation to verify the asphalt tonnage for each work item (see list of applicable work items below) at the time of installation.

The add/deduct = $[(tons of asphalt placed) \times (\% of asphalt binder per mix design)] \times [(current asphalt price index) - (bid asphalt price index)]$

Applicable work items for "Asphalt Price Index" adjustments:

- All asphalt full depth patching (surface and base courses)
- 2" asphalt overlay (surface and base courses)
- Asphalt patching in front of curb R/R
- Asphalt around drain apron R/R
- Any work item not specifically mentioned that involves asphalt

If you have any questions on whether a particular work item is subject to an "Asphalt Price Index" adjustment, contact the Owner/Engineer for clarification.

EXHIBIT C

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I,		$C.K.$ \mathcal{I}_{miTH} , being		
of lega	of legal age and having been duly sworn upon my oath, state the following facts are true:			
	1.	I am more than twenty-one (21) years of age and have first-hand knowledge of the		
	2	I am employed by <u>TANDEM PAVING</u> Co. INC.		
	2.	("Company") and have authority to issue this affidavit on its behalf.		
	3.	The Company is enrolled in and participating in E-Verify with respect to the		
		Company's employees working in connection with the services the Company is to		
		provide to the District, to the extent allowed by E-Verify.		
	4	The Company does not knowingly employ any person who is an unauthorized		
		alien in connection with the services the Company is to provide to the District.		
By:	_			
	Individ	dual Signature		
For:	Comp	ANDEN PAVING Co., INC.		
Title:	//	DEE PRESIDENT		
Subscr	ribed an	d sworn to before me on this 14 day of FEDRIANY 2023.		
		Notary Public		
		NICHOLAS M. CALDROWE Printed Name		

My Commission Expires: January 27, 2025

NICHOLAS MATTHEW CALDRONE NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MY COMMISSION EXPIRES JANUARY 27, 2025 JACKSON COUNTY COMMISSION #17469660

BF-13R February 10, 2023

Signature	_
C.K. Smith	_
Vice President	
Name and Title (Typed)	
Tandem Paving Company, Inc	Company (Typed)
617 SE Industrial Drive	_Address (Typed)
Blue Springs, MO 64014	_
816-229-6398	_Telephone (Typed)
(Date and Certification signature by Notary Public is required	red)
State of Missouri	Subscribed to before me this day
County of	of <u>FEBENARY</u> , 20 <u>23</u> .
Notary Public:	,
Signature:	_
Printed Name: Nick Caldrone	
My Commission Expires: 54 June 27, 2025 *****	Seal

NICHOLAS MATTHEW CALDRONE NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MY COMMISSION EXPIRES JANUARY 27, 2025 JACKSON COUNTY COMMISSION #17469660

Holter - Children Sinks

This project is to replace the existing sinks to provide height appropriate sinks in all the children's restrooms. The current sinks are counter mounted style and deteriorating. The new sinks will be individually mounted to allow for shorter children and ADA heights.

Bids:

MAC General Construction

\$12,500.00

Universal Construction

\$24,987.00

We recommend accepting the MAC bid.

MAC General Contracting LLC

24229 172nd St Leavenworth, KS 66048 US +1 9136834178 macgeneralcontractinglic@gmail.com

Estimate

ADDRESS

Adan Garcia Guadalupe Centers 5123 E. Truman Rd Kansas City, Mo 64127 United States ESTIMATE DATE 1084 02/16/2023

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Services	14 Sinks - Demo and replace	1	12,500.00	12,500.00
		Re-use existing water lines, drains, and fixtures. Tile and backing reinforcement included.			

SUBTOTAL

12,500.00

TAX

0.00

TOTAL

\$12,500.00

Accepted By

Accepted Date



Guadalupe Elementary School Restrooms Sinks/Tile Replacement 5201 East Truman Road KCMO 64127 Thursday, February 23, 2023

	Description - Option # 3	Cost
09	General Conditions/General Requirements	3,200
	Demo/Drywall Patch Back	900
	Plumbing	\$13,620
	Ceramic Tile- Use Owners tile to install on back wall to 6'	4,925
	Subtotal	22,645
	Insurance	70
	Subtotal	22,715
	Fee - 10%	2,272
	Total	\$24,987

Per Walk-Thru with Adan Garcia 2/21/23

Chapel Sanctuary Classroom Remodel

This project is to convert the upper floor of the Chapel into 4 classrooms. Additionally, the project will add a break out space and one additional restroom to the upper floor.

We recommend taking Winter & Sons

Cost 181,253.00

Contingency 10% <u>18,000.00</u>

Total request for Board Approval. 199,253.00

Agreement Between Owner and Design-Builder for a Small Commercial Project

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

This **AGREEMENT** is made as of the <u>15th</u> day of <u>March</u> in the year <u>2023</u>, by and between the following parties, for services in connection with the Project identified below.

OWNER:

Guadalupe Centers 1015 Avenida Cesar E Chavez Kansas City, MO 64108

CONTRACTOR:

Winter & Sons 34006 E. Spencer Rd Oak Grove, MO 64075

PROJECT:

Guadalupe Centers 5123 East Truman Road Kansas City, MO 64127

In consideration of the mutual covenants and obligations contained herein, Owner and Contractor agree as set forth herein

Article 1

General

1.1 Duty to Cooperate. Owner and Contractor commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

Article 2

Contractor's Services and Responsibilities

2.1 Scope of Services. Contractor shall, consistent with applicable state licensing laws, provide services as outlined below, including architectural, engineering, and other design professional services, required by this Agreement. Such design/construction services shall be provided through qualified, licensed professionals who are either (i) employed by the Contractor, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent professionals.

2.1.1 Scope of Work

Demolition of existing stage area and adjacent masonry walls.

Construct 4 new classrooms and 1 storage room.

Install acoustical ceiling at 9'-0."

Install new doors and hardware.

Utilize existing flooring.

Add toilet and wall hung sink in the existing storage room located in the south corridor.

Add convenience outlets and data in classrooms.

Relocate thermostats in classrooms.

Add damper and ductwork to air handler to breakout room.

New walls and ceilings to be insulated for sound.

New walls to be painted.

All Work to be performed during regular business hours.

EXCLUSIONS;

Floor prep under stage area

Wall repair at stage area

Repair to existing flooring in the chapel, existing north classroom, and south corridor

Relocation of any electrical of any type

Masonry repairs

Concrete repairs

Structural repairs

- **2.2** Completion of This Agreement. Contractor's services under this Agreement shall be deemed completed upon meeting with Owner to review the completed work and installations, and making those revisions to the Work required, if any, and upon satisfactory submittal of all required inspection(s) by the City of Westwood KS as may be required.
- **2.3** Additional Services. The Contractor shall perform any Additional Services as set forth in a separate Change Order exhibit(s) to this Agreement. The cost for such services shall be as mutually agreed upon by Owner and Contractor.

Article 3

Contract Time

- **3.1** Commencement Date. The Contractor shall commence performance of the services set forth in this Agreement within five (5) days of receipt of Building Permit and Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. The Contractor shall complete such services no later than Sixty (60) calendar days after the Date of Commencement.
- 3.2 Interim Dates. Interim milestone dates, if any, of identified portions of the services set forth in this Agreement shall be achieved as described in a separate exhibit to this Agreement.

Article 4

Contract Price

4.1 Contract Price. Subject to additions and deletions in accordance with Article 2.7, the Contract Sum is:

(Itemize the Contract sum amount, among the major portions of the Work.)

Portion of the Work

<u>Va</u>lue

Base Bid

\$181,253.00

4.2 Scope of Contract Price. The Contract Price shall be the full compensation due Contractor for the performance of all services set forth in this Agreement, and shall be deemed to include all the sales, use, consumer and other taxes mandated by applicable Legal Requirements. The Contract Price shall be adjusted to reflect any Additional Services agreed upon by the parties after execution of this Agreement.

Article 5

Procedure for Payment

- **5.1 Payment.** Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: (Insert terms)
 - 7.1.1 Payment shall be due Ten (15) calendar days after receipt of Invoice.
- **5.2 Interest.** Payments due and unpaid by Owner to Design-Builder shall bear interest commencing five (5) days after payment is due at the rate of <u>Two</u> percent (2.0%).

Article 6

Other Provisions

Other Provisions. Other provisions, if any, are as follows: None

In executing this Agreement, Owner, and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:	CONTRACTOR:		
(Name of Owner)	Winter & Sons (Name of Contractor)		
(Signature)	(Signature)		
(Printed Name)	Terry Winter (Printed Name)		
(Title)	Project Manager (Title)		
Date:	Date:		



Quote 02/07/2023

Project:

Guadalupe Middle School 74361239 2640 Belleview Ave Kansas City, MO 64108

Job Reference Number: 16086548

From:

US Foods - Kansas City Raymundo Nevarez 4725 NW US Highway 24 Topeka, KS 66618 785-233-7100

Consultant: US Foods Culinary Equipment & Supplies (Jenna Wright)

CUSTOMER QUOTE

1 2 ea COMBI OVEN, GAS \$16,478.63 Convotherm Model No. C4 ET 6.20GB-N DD 120/60/1	
Convotherm Model No. C4 ET 6.20GB-N DD 120/60/1	\$32,957.26
Convoluerm Model No. C4 ET 6.20GB-N DD 120/60/1	
(Stock Model) Convotherm Maxx Pro Combi Oven/Steamer, gas, with steam generator, (6) 18" x 26" full size sheet pan or (12) 12" x 20" x 1"	
hotel pan capacity, 10" wifi-ready, high resolution easyTouch control	
panel, 20 stages each & 399 cooking recipes storage, (4) cooking	
modes: hot air, steam, combi-steam & retherm, LED light, triple pane	
disappering door with anti-microbial hygienic door handle, multi-	
point core temperature probe, five-speed auto reversing fan, includes	
(3) wire shelves, pull-out spray hose, ConvoClean+ fully automatic	70-000000
hands-free cleaning system, stainless steel construction, 0.6kW,	
120v/60/1-ph, 7.5 amps, 68,200 BTU, cULus, NSF, ENERGY STAR®	
2 ea NOTE: Purchasers, owners & operators are solely responsible to verify that the incoming water to the equipment is within the	
manufacturer's water quality specs as outlined on the product spec	
sheet. Water quality verification in virtually all cases requires water	
testing & in some cases, requires that water samples be submitted &	
for which the test results may take 4 weeks to receive. Non-	
compliance with manufacturer water quality specifications can cause	
irreparable damage to the equipment & / or its components & will	
VOID the original manufacturer's warranty. Water treatment solutions	
shown on this page & in the pricelist are offered for purchasing	
convenience only & can be selected only if the incoming water quality	
falls within the water treatment manufacturer's selection guidelines. 2 ea 2 years parts & labor warranty (requires registration at	
convotherm.com), standard	
20 Fr 14400014 room	با ــــاتقسقس
(Non-discountable NET pricing) (See Installation Kit flyer for details)	<optional></optional>
2 ea An RO system must be included on this quote if mail-in water test	

		US Foods - Kansas City		02/07/202
ltem	Qty	Description	Sell	Sell Total
	2 ea	results have not been received by the dealer PRIOR to creating this quote. A filter system should only be included on this quote if water test results are in hand & the test results indicate a water filter meets the water specification. WBT-QTSX-2PG OptiPure Water Treatment System for High Hardness	\$477.31	\$954.62
	2 04	Water Conditions, dual-cartridge, (1) CTO-Q cartridge, (1) SCLX2-Q cartridge, reduces sediment, chlorine taste, odor & inhibits scale with ScaleX2®, 22.500 gallon capacity, 1.0 gpm, 0.5 micron sediment reduction, includes pressure gauge kit, mounting bracket, inlet shutoff valve, for use with steam & combi ovens	, y est Σ:ΩΣ	3334.UL
	1 kt	3456277 Stacking Kit on 12" legs for GAS 6.20 on 6.20 only.	\$1,781.88	\$1,781.88
	6 ea	CWR20 Wire Shelf, 21" x 23", stainless steel, for 6.20, 10.20, 12.20 & 20.20	\$83.87	\$503.22
	1 ea	CES DROP SHIP This item ships direct from the manufacturer. Shipping and handling is not included in item cost.		
	1 ea	CES LIFT GATE Lift gate service is available for an additional fee of \$55.00 for each shipping location, if requested on PO. Lift Gate service includes - bringing items from truck to ground level only.	\$55.00	\$55.00
		Please provide the customer's delivery contact name and telephone number when placing the order.		
		Weight: 1006 lbs total Freight:	\$237.87	\$475.74
_			/I TOTAL:	\$36,727.72
2	2 ea	COMBI OVEN, GAS	\$23,249.34	\$46,498.68
\ ==		Vulcan Model No. ABC7G-NAT (6590100)		
ا (ر	IJ Ţ Ŗį	Combi Oven/Steamer, natural gas, boilerless, (7) 18" x 26" full size sheet or (14) 12" x 20" full size hotel pan capacity, (3) knobs with LED		
/ II	'11	displays for temperature, timer & humidity, auto-adjustment of		
		humidity with temperature selection, auto-reversing fan with		
		electronic braking system, cool to touch glass door, flashing door light		
		& audible alert, (4) Grab n Go wire racks, stainless steel interior &		
		exterior, 80,000 BTU, 120v/60/1-ph, engineered & assembled in USA, UL EPH Classified, cULus		
-	2 ea	1 year limited parts & labor warranty, standard		
		Filtration System		
	2 ea	NOTE: Water is a customer supplied utility just like Gas & Electric to		
		the equipment. Proper Water Filtration based on customer water		
		quality is essential to meet the equipment water spec requirements.		
		Verify type of filtration needed based on performing a cold water		

analysis from the customer site. A suitable Water Treatment System & regular filter replacements coupled with routine cleaning/deliming is

capacity, for chlorine & chloramine reduction, sediment, bad tastes & odors, total organic compounds, tannins & trihalomethanes, ANSI/NSF

2 ea CB30K-SYSTEM Single Hollow Carbon Filter System, with 30,000 gallon

Initial:

\$2,407.40

\$1,203.70

required.

US FOO		US FOODS: - Kansas City:	is - Kansas City	
ltem	Qty	Description	Sell	Sell Total
		42.8-53		·
	2 ea			
		STACK-ABC/G Stacking Kit, gas, for (2) ABC7G Combi, includes: vent kit,	\$3,802.23	\$3,802.23
		spray hose, drip tray & casters		37.50
	2 ea	SPRAY-ABC Spray Hose Kit, Provided with ABC Stand or ABC Stacking		
		Kits - includes spray handle, 8 ft. stainless steel braided hose &		
		mounting hardware		·
		CES PPV Standard Shipping & Handling Is Prepaid By Vendor	1211	
	1 ea		\$133.00	\$133.00
		Weight: 1101 lbs total		
			TOTAL:	\$52,841.31
3	1 ea	COMBI OVEN, GAS	\$40,297.19	\$40,297.19
		RATIONAL Model No. ICP 6-FULL ON 6-FULL NG 208/240V 1 PH		
		Two (2) (CC1GRRA.0000238) iCombi Pro® 6-Full Size Combi Ovens,		
/ 5/##		double stack, natural gas, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids		
		included, intelligent cooking system with (4) assistants;		
		iDensityControl, iCookingSuite, iProductionManager, & iCareSystem,		
		(6) operating modes, (5) cooking methods, (3) manual operating		
		modes, 85° to 572°F temperature range, quick clean, care control, eco		
		mode, 6-point core temperature probe, retractable hand shower,		
		Ethernet interface, Wi-Fi enabled, 106,500 BTU each, 208/240v/60/1-		
	an Franc	ph, 6 ft. cord, 0.9 kW each, CE, IPX5, cCSAus, NSF, ENERGY STAR®	·	•
	1 kt	60.75.752 Combi-Duo Universal Stacking Kit, for iCombi 6-half size or 6-	\$1,240.31	\$1,240.31
	1.00	full size (electric or gas) on iCombi 6-full size (gas only) 60.31.204 Stand I for Combi-Duo, mobile, 7-3/4"H, all sides open,	2700.00	6700.00
•	1 69	stainless steel construction, height adjustable casters, for iCombi 6-	\$789.99	\$789.99
		full size on 6-full size		
	1 ea	NOTE: All discounts subject to approval by manufacturer		
		2 years parts and labor, 5 years steam generator warranty		
		CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4		
		hours/location specialized application training with personnel, no		
		charge		
•	2 ea	9999.2252 RCI RATIONAL Certified Installation, new certified	\$1,250.00	\$2,500.00
# +		installation for each table-top iCombi of a combi-duo, 100 miles (200		
<u>}</u>		round-trip) included. (See attached installation flyer for details) THIS		
	4 -222	ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	rational and are	# 1 mm
	T ea	9999.2002 Pre-Installation Site Consultation, provides an installation	\$450.00	\$450.00
		consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is needed for every		
		four (4) cooking systems, includes 100 miles (200 miles round trip).		
		(see attached installation flyer for details) THIS ITEM IS NON-		
		DISCOUNTABLE, USA ONLY (NET)		
	2 ea	8720.1560US Installation Kit, for gas iCombi/SCC/CMP 101G	\$673.59	\$1,347.18

Item	Qty	Description	Sell	Sell Total
		(120/60/1ph); gas iCombi/SCC/CMP 62G (208-240/60/1ph); gas iCombi/SCC/CMP 61G (120/60/1ph) THIS ITEM IS NON-DISCOUNTAB USA ONLY (NET)	LE,	
	1 ea	1900.1150US Water Filtration Double Cartridge System, for full-size Combi-Duos or if used for more than (2) units, includes: (1) double head with pressure gauge, (2) R95H filter & (1) filter installation kit (for each additional unit add (1) additional head & additional cartridge. Maximum (4) cartridges)	\$1,160.54	\$1,160.54
de la companya de la	1 ea	9999.2271 RCI RATIONAL Certified Installation, additional installatio cost for a RATIONAL Water Filter System is available when purchase with Certified Installation of RATIONAL unit THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	n \$175.00 d	\$175.00
	1 ea	NOTE: The RATIONAL Water Filtration Systems helps provide consistent high quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines and chlorine while providing the required flow rates	ie	
	1 ea	56.01.535 Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with unit)	\$119.66 a	\$119.66
	1 ea	56.00.562 (6963342) Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, wit CareControl - Serial SG, SH or SI series (minimum order quantity: 2po unless ordered with a unit)		\$108.72
er caracter en lea	6 ea	6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainles steel	s \$53.40	\$320.40
or marks or company.	1 ea	CES PPV Standard Shipping & Handling Is Prepaid By Vendor	er gerger in antikker kepit kulik bila	deliceration is exceptional colors of the sign
		CES LIFT GATE Lift gate service is available for an additional fee of \$50.00 for each shipping location, if requested on PO. Lift Gate service includes - bringing items from truck to ground level only.	\$50.00 ce	\$50.00
		Please provide the customer's delivery contact name and telephone number when placing the order.	in D	
		Weight: 1085.96 lbs total	TEM TOTAL:	\$48,558,99

Prices Good Until: 03/09/2023

- * ADDITIONAL TERMS
- 1. By signing below before the expiration date, customer orders and agrees to pay for the product(s) identified above in accordance with the terms of this quote.
- 2. Final pricing may change due to increases in vendor pricing, including but not limited to surcharges, freight, or fees, between the time of initial quote and when the order is shipped. Customer will be advised of any such changes in pricing, in which event customer may cancel the order by notifying US Foods in writing within three business days, otherwise the price change is deemed accepted by customer.
- 3. Sales taxes may be charged and are not included above unless noted.
- 4. Any changes by customer before or at time of ordering will negate this quote (including freight). Changes include but are not limited to quantities and omission/addition of an item.
- 5. Prices quoted are per manufacturer's standard spec and do not include any optional accessories unless specified.
- 6. Order/Quote may be subject to credit approval and may require deposit.
- 7. Shipping & handling, lift gate, installation, delivery, or "set in place" may be charged and are not included above unless noted.
- 8. If you are not ordering lift gate/white glove delivery, please have a plan in place to remove the equipment from the truck.
- 9. Please have a plan for storage if items need to be held for installation.
- 10. Any changes to delivery time and location may impact additional shipping and storage fees.
- 11. All returns are subject to each manufacturer/supplier's policy including but not limited to time frame from date of shipping, restocking fees, and return shipping charges. Not all items are returnable.
- 12. Images may not accurately represent items being quoted.

THANK YOU FOR YOUR ORDER!

* RECEIVING YOUR EQUIPMENT AND SUPPLIES DELIVERY

Congratulations on the purchase of your new equipment!

Thank you for choosing US Foods Culinary Equipment and Supplies as your E&S source.

To promote a smooth delivery process, please ensure that these easy steps are shared with the appropriate personnel who will be receiving your delivery.

BEFORE signing the Freight Bill:

Confirm the pieces received match the Freight Bill and note any discrepancies on the freight bill such as shortages/overages.

Check for any visible product, packaging, or pallet damage and notate on the freight bill. Look for:

Crushed corners

Puncture holes

Broken pallets

If possible, open the carton(s) to check that the product is in good condition.

If you find even slight damage to the packaging and/or pallet, note "DAMAGED SHIPMENT" on the freight bill and have the driver acknowledge the damage by signing all copies.

Call US Foods CES Customer Support immediately - 1-888-909-2080.

AFTER signing the Freight Bill:

Un-crate as soon as possible to check for concealed damage.

Packaging must be free of any visible damage and must be saved for inspection purposes.

Product should not be moved to a different location.

Initial: ___

US Foods - Kansas City

Report the concealed damage immediately but no later than 5 days from delivery by calling US Foods CES Customer Support – 1-888-909-2080.

Note – It is good practice to take clear pictures of any damage, including packaging/pallet, as the carrier and manufacturer will request them.

Thank you again for your business,



A and a linear section of the sectio	·	
Acceptance:	Date:	
4		
Printed Name:	The state of the s	
Enuced Marties	111. January Maria (Maria Maria Mari	



Quote 02/13/2023

Project:

Guadalupe Center PNTO 74333642 1015 Avenida Cesar E Chavez Kansas City, MO 64108

Job Reference Number: 16101356

From:

US Foods - Kansas City Raymundo Nevarez 4725 NW US Highway 24 Topeka, KS 66618 785-233-7100

Consultant: US Foods Culinary Equipment & Supplies (Jenna Wright)

CUSTOMER QUOTE

Item Qty	Description	Sell	Sell Total
1 2 ea	COMBI OVEN, GAS UNOX Model No. XAVC-06FS-GPRM ChefTop MIND.Maps™ Plus Combi Oven, gas, countertop, (6) 18" x 26" full size sheet or (12) hotel size pan capacity, MIND.Maps™ technology, programmable menu, 2-11/16" shelf spacing, glass door, right-to-left door opening, stainless steel interior & exterior, WiFI/USB for data transfer to HACCP software, 1kW, 8 amps, 120v/60/1-ph, cETLus, NSF, ENERGY STAR® (cooking chamber built from 316L stainless steel) (For safety and reliability purposes, CHEFTOP MIND.Maps™ Gas ovens (Free Standing and Countertop Models) must be equipped with only UNOX brand casters with safety chains),Gas lines is not included with	\$12,688.20	\$25,376.40
1 ea	the oven and must be purchased separately. INSTALL FORM End User Data & Installation Confirmation Form		
	2 Year parts and 1 year labor warranty standard		
	LONG.LIFE4-B1, extended warranty with certified installation (Pricing based on a 50 mile radius from installer, Additional charges may apply). UNOX Long.Life4 program includes the following, which remains subject to UNOX, Inc. Terms and conditions: 1.) Extended Warranty providing a 4yr/10,000 ON hours parts/1 yr labor warranty. Oven must be connected to the internet via Ethernet cable or WIFI and must remain accessible for remote login by UNOX. 2) Pre-installation site inspection by an UNOX Certified Service Agent of the site where the UNOX equipment will be installed; Follow-up instructions advising customer of any additional material needed for site preparation required prior to installation; Assembly, setting and leveling of the UNOX equipment & Final Hook-up by Certified UNOX Service Agent.	\$1,390.00	\$1,390.00
1 eä	(1st 1011, 06FS, 10FS)	\$1,190.00	\$1,190.00

ltem	Qty	Description	Sell	Sell Total
		or more unit(s) installed at same time and location as 1st unit. (101 06FS, 10FS)(NET)	1,	
	1 ea	Stacked unit installation - must be purchased with corresponding u LONG Life4. (NET)	init \$200.00	\$200.00
	2 ea	NOTE: Stacking kit must be purchased whenever units are stacked.		
	2 ea	Natural gas		
•	1 ea	XAAQC-00E2-G Stacking Kit for ChefTop MIND.Maps™ Plus, include installation kits and stacking parts for stacking two ovens, for gas ovens including floor stand (XWARC-00-EF-F) and casters (XUC012)	s \$1,134.89	\$1,134.89
	2 ea	UXGL3448A Unox/Dormont Blue Hose™ Moveable Gas Connector Ki 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2 90° elbows, (1) Snap'N Go, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty		\$528.68
	2 ea	It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested (Free Chlorine, Chloramine, TDS (Total Dissolved Solids), Silica, pH, TH (Total Hardness), Chlorides & Alkalinity) & if required, provide a means of water treatmeant that would meet the minimum requirements of the manufacturer's wat quality standards as outlined on the product spec sheet. Non-compliance with these minimum standards will potentially damage this equipment and/or components & VOID the original equipment manufacturer's warranty	er	ø:
	2 ea	XHC012 UNOX.Finest Filtering System, reduces carbonate hardness water, ChefTouch™ monitors water consumption and notifies user treplace cartridge		\$603.78
	2 ea	Water Filter installation - must be purchased with corresponding ur LONG.Life4 and installation must take place at same time as unit installation (NOTE: Installation can only be purchased when the Wa Filtration is also purchased from UNOX) (NET)	::	\$371.00
	2 cs	DB1015A0 UNOX Detergent & Rinse Plus, (10) 1 liter tanks, double concentrate, cleaning chemicals for Rotor. Klean™	\$100.06	\$200.12
	8 ea	GRP560 CHROMO.GRID, 18"x26", stainless steel	\$73.31	\$586.48
·		Make 1	ITEM TOTAL:	\$31,581.35
2	1 ea	FREIGHT Custom Unox freight shipping to KC	\$1,200.00	\$1,200.00
STORY MARKAGEMENT			TEM TOTAL:	\$1,200.00
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Total	A CONTRACTOR OF THE CONTRACTOR	\$32,781.35

Prices Good Until: 03/10/2023

Initial:



Project:

Guadalupe Centers Elementary

From:

Unox Inc.

Charles Bartlett 987 Airlie Parkway Denver, NC 28037 (800)489-8669

Job Reference Number: 7457

i	ltem	Qty	Description	Sell	Sell Total
			COMBI OVEN, GAS UNOX Model No. XAVC-06FS-GPRM ChefTop MIND.Maps™ Plus Combi Oven, gas, countertop, (6) 18" x 26" full size sheet or (12) hotel size pan capacity, MIND.Maps™ technology, programmable menu, 2-11/16" shelf spacing, glass door, right-to-left door opening, stainless steel interior & exterior, WIFI/USB for data transfer to HACCP software, 1kW, 8 amps, 120v/60/1-ph, cETLus, NSF, ENERGY STAR® (cooking chamber built from 316L stainless steel) (For safety and reliability purposes, CHEFTOP MIND.Maps™ Gas ovens (Free Standing and Countertop Models) must be equipped with only UNOX brand casters with safety chains),Gas lines is not included with the oven and must be purchased separately. INSTALL FORM End User Data & Installation Confirmation Form 2 Year parts and 1 year labor warranty standard	\$13,705.65	\$27,411.30
			LONG.LIFE4-B1, extended warranty with certified installation (Pricing based on a 50 mile radius from installer, Additional charges may apply). UNOX Long.Life4 program includes the following, which remains subject to UNOX, Inc. Terms and conditions: 1.) Extended Warranty providing a 4yr/10,000 ON hours parts/1 yr labor warranty. Oven must be connected to the internet via Ethernet cable or WIFI and must remain accessible for remote login by UNOX. 2) Pre-installation site inspection by an UNOX Certified Service Agent of the site where the UNOX equipment will be installed; Follow-up instructions advising customer of any additional material needed for site preparation required prior to installation; Assembly, setting and leveling of the UNOX equipment & Final Hook-up by Certified UNOX Service Agent. (1st 1011, 06FS, 10FS)	\$1,591.55	\$1,591.55
		1 ea	LONG.LIFE4-B2, extended warranty with certified installation for 2nd or more unit(s) installed at same time and location as 1st unit. (1011, 06FS, 10FS)(NET)	\$1,362.55	\$1,362.55
		1 ea	Stacked unit installation - must be purchased with corresponding unit	\$229.00	\$229.00

	Onox nc.		02/06/20
Qty	Description	Sell	Sell Tota
	LONG.Life4. (NET)		
2 ea	NOTE: Stacking kit must be purchased whenever units are stacked.		
2 ea	Natural gas		
1 ea	installation kits and stacking parts for stacking two ovens, for gas	\$1,225.89	\$1,225.89
2 ea	UXGL3448A Unox/Dormont Blue Hose™ Moveable Gas Connector Ki 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2 90° elbows, (1) Snap¹N Go, coiled restraining cable with hardware,	•	\$571.06
2 ea	It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested (Free Chlorine, Chloramine, TDS (Total Dissolved Solids), Silica, pH, TH (Total Hardness), Chlorides & Alkalinity) & if required, provide a means of water treatmeant that would meet the minimum requirements of the manufacturer's water quality standards as outlined on the product spec sheet. Non-compliance with these minimum standards will potentially damage	ër	
	manufacturer's warranty		
2 ea	cartridge & (1) 15" CTO-QCR cartridge, 20,000 gallon capacity, 2.5 gpn flow rate, reduces chlorine, taste & odor - 6,000 gallon capacity, 0.5	n	\$1,176.14
2 ea	LONG Life4 and installation must take place at same time as unit installation (NOTE: Installation can only be purchased when the Wat		\$400.76
2 cs	DB1015A0 UNOX Detergent & Rinse Plus, (10) 1 liter tanks, double	\$108.09	\$216.18
2 ea		\$185.79	\$371.58
		*	\$34,556.01
			\$34,556.01
		***************************************	\$906.00
	Total		7500.00
	2 ea 2 ea 2 ea 2 ea 2 ea 2 ea	LONG.Life4. (NET) 2 ea NOTE: Stacking kit must be purchased whenever units are stacked. 2 ea Natural gas 1 ea XAAQC-00E2-G Stacking Kit for ChefTop MIND.Maps™ Plus, includes installation kits and stacking parts for stacking two ovens, for gas ovens including floor stand (XWARC-00-EF-F) and casters (XUC012) 2 ea UXGL3448A Unox/Dormont Blue Hose™ Moveable Gas Connector Ki 3/4™ inside dia., 48™ long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2 90° elbows, (1) Snap'N Go, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty 2 ea It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested (Free Chlorine, Chloramine, TDS (Total Dissolved Solids), Silica, pH, TH (Total Hardness), Chlorides & Alkalinity) & if required, provide a means of water treatmeant that would meet the minimum requirements of the manufacturer's wate quality standards as outlined on the product spec sheet. Noncompliance with these minimum standards will potentially damage this equipment and/or components & VOID the original equipment manufacturer's warranty 2 ea UX170-52080A QT1+CR, QT Water Filter System, dual, (1) 10" CTO-Q1 cartridge & (1) 15" CTO-QCR cartridge, 20,000 gallon capacity, 0.5 gpm, reduces chloramine, 0.5 micron particulate. *Standard OptiPur Limited Warranty of Physical Quality* 2 ea Water Filter installation - must be purchased with corresponding un LONG.Life4 and installation must take place at same time as unit installation (NOTE: Installation can only be purchased when the Wat Filtration is also purchased from UNOX) (NET) 2 cs DB1015A0 UNOX Detergent & Rinse Plus, (10) 1 liter tanks, double concentrate, cleaning chemicals for Rotor. Klean™ 2 ea XHC001 Hand Shower Kit, suitable for all models	LONG.Life4. (NET) 2 ea NOTE: Stacking kit must be purchased whenever units are stacked. 2 ea Natural gas 1 ea XAAQC-00E2-G Stacking Kit for ChefTop MIND.Maps™ Plus, includes installation kits and stacking parts for stacking two ovens, for gas ovens including floor stand (XWARC-00-EF-F) and casters (XUC012) 2 ea UXGL3448A Unox/Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, (1) Snap'N Go, colled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty 2 ea It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested (Free Chlorine, Chloramine, TDS (Total Dissolved Solids), Silica, pH, TH (Total Hardness), Chlorides & Alkalinity) & if required, provide a means of water treatmeant that would meet the minimum requirements of the manufacturer's water quality standards as outlined on the product spec sheet. Noncompliance with these minimum standards will potentially damage this equipment and/or components & VOID the original equipment manufacturer's warranty 2 ea UX170-52080A QT1+CR, QT Water Filter System, dual, (1) 10" CTO-Q10 cartridge & (1) 15" CTO-QCR cartridge, 20,000 gallon capacity, 2.5 gpm flow rate, reduces chlorine, taste & odor - 6,000 gallon capacity, 0.5 gpm, reduces chloramine, 0.5 micron particulate. *Standard OptiPure® Limited Warranty of Physical Quality* 2 ea Water Filter installation - must be purchased with corresponding unit LONG.Life4 and installation can only be purchased when the Water Filtration is also purchased from UNOX) (NET) 2 cs DB1015A0 UNOX Detergent & Rinse Plus, (10) 1 liter tanks, double concentrate, cleaning chemicals for Rotor. Klean™

Initial: ____



Because learning changes everything."

QUOTE PREPARED FOR:

SUBSCRIPTION/DIGITAL CONTACT:

GUADALUPE CENTERS ELEM SCH 5123 E TRUMAN RD KANSAS CITY, MO 64127-2440 ACCOUNT NUMBER: 10767439 Jennifer Clay jclay@guadalupecenters.org 816-213-5045

CONTACT:

SALES REP INFORMATION:

Jennifer Clay jclay@guadalupecenters.org 816-213-5045 Jamie Kennedy jamie.kennedy@mheducation.com

Section Summary		Value of All Materials	Free Materials	Product Subtotal
StudySync © 2021 (5yr Option)		\$148,390.83	(\$5,811.72)	\$142,579.11
Professional Development		\$7,000.00	(\$7,000.00)	\$0.00
	PRODUCT TOTAL*	\$155,390.83	(\$12,811.72)	\$142,579.11
	ESTIMATED S&H**			\$7,128.96
	ESTIMATED TAX**			\$0.00
	GRAND TOTAL*			\$149,708.07

^{*} Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

Comments:			

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/09/2023 ACCOUNT NAME: GUADALUPE CENTERS ELEM SCH EXPIRATION DATE: 04/23/2023

^{**}Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
StudySync © 2021 (5yr Option)					
Student Materials (Unitized Bundles w/ 2 Novels)					
STUDYSYNC CORE ELA GR6 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL PLUS 2 NOVELS	978-0-07-691191-2	120	\$160.65	\$0.00	\$19,278.00
STUDYSYNC CORE ELA GR7 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL PLUS 2 NOVELS	978-0-07-691192-9	135	\$160.65	\$0.00	\$21,687.75
STUDYSYNC CORE ELA GR8 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL PLUS 2 NOVELS	978-0-07-691196-7	130	\$160.65	\$0.00	\$20,884.50
STUDYSYNC CORE ELA GR9 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL PLUS 2 NOVELS	978-0-07-691361-9	130	\$160.65	\$0.00	\$20,884.50
STUDYSYNC CORE ELA GR10 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL PLUS 2 NOVELS	978-0-07-691362-6	125	\$160.65	\$0.00	\$20,081.25
STUDYSYNC CORE ELA GR11 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL PLUS 2 NOVELS	978-0-07-691366-4	120	\$160.65	\$0.00	\$19,278.00
STUDYSYNC CORE ELA GR12 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL PLUS 2 NOVELS	978-0-07-691367-1	115	\$160.65	\$0.00	\$18,474.75
Student M	aterials (Unitized Bun	dles w/ 2 No	vels) Subtotal:	\$0.00	\$140,568.75
Teacher Materials					
STUDYSYNC CORE ELA GRADE 6 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703691-1	2	\$182.76	\$0.00	\$365.52
STUDYSYNC CORE ELA GRADE 6 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703691-1	2	\$182.76	\$365.52	*Free Materials
STUDYSYNC CORE ELA GRADE 6 TEACHER ONLINE 5YR SUBSCRIPTION	978-0-07-691461-6	4	\$143.16	\$572.64	*Free Materials
STUDYSYNC CORE ELA GRADE 7 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703692-8	2	\$182.76	\$0.00	\$365.52
STUDYSYNC CORE ELA GRADE 7 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703692-8	2	\$182.76	\$365.52	*Free Materials
STUDYSYNC CORE ELA GRADE 7 TEACHER ONLINE 5YR SUBSCRIPTION	978-0-07-691464-7	4	\$143.16	\$572.64	*Free Materials
STUDYSYNC CORE ELA GRADE 8 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703693-5	2	\$182.76	\$0.00	\$365.52
STUDYSYNC CORE ELA GRADE 8 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703693-5	2	\$182.76	\$365.52	*Free Materials
				1	

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/09/2023 ACCOUNT NAME: GUADALUPE CENTERS ELEM SCH EXPIRATION DATE: 04/23/2023



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
STUDYSYNC CORE ELA GRADE 9 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703787-1	2	\$182.76	\$0.00	\$365.52
STUDYSYNC CORE ELA GRADE 9 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703787-1	2	\$182.76	\$365.52	*Free Materials
STUDYSYNC CORE ELA GRADE 9 TEACHER ONLINE 5YR SUBSCRIPTION	978-0-07-691443-2	4	\$143.16	\$572.64	*Free Materials
STUDYSYNC CORE ELA GRADE 10 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703791-8	1	\$182.76	\$0.00	\$182.76
STUDYSYNC CORE ELA GRADE 10 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703791-8	2	\$182.76	\$365.52	*Free Materials
STUDYSYNC CORE ELA GRADE 10 TEACHER ONLINE 5YR SUBSCRIPTION	978-0-07-691446-3	3	\$143.16	\$429.48	*Free Materials
	-		T		Ī
STUDYSYNC CORE ELA GRADE 11 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703792-5	1	\$182.76	\$0.00	\$182.76
STUDYSYNC CORE ELA GRADE 11 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703792-5	2	\$182.76	\$365.52	*Free Materials
STUDYSYNC CORE ELA GRADE 11 TEACHER ONLINE 5YR SUBSCRIPTION	978-0-07-691447-0	3	\$143.16	\$429.48	*Free Materials
STUDYSYNC CORE ELA GRADE 12 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703796-3	1	\$182.76	\$0.00	\$182.76
STUDYSYNC CORE ELA GRADE 12 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703796-3	1	\$182.76	\$182.76	*Free Materials
STUDYSYNC CORE ELA GRADE 12 TEACHER ONLINE 5YR SUBSCRIPTION	978-0-07-691451-7	2	\$143.16	\$286.32	*Free Materials

 Teacher Materials Subtotal:
 \$5,811.72
 \$2,010.36

 StudySync © 2021 (5yr Option) Subtotal:
 \$5,811.72
 \$142,579.11

Professional Development					
PROFESSIONAL DEVELOPMENT PAID ONSITE	TRN2001	2	\$3,500.00	\$7,000.00	*Free Materials

Professional Development Subtotal: \$7,000.00 \$0.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/09/2023 ACCOUNT NAME: GUADALUPE CENTERS ELEM SCH EXPIRATION DATE: 04/23/2023



Comments:

Because learning changes everything."

QUOTE PREPARED FOR:

GUADALUPE CENTERS ELEM SCH 5123 E TRUMAN RD KANSAS CITY, MO 64127-2440 ACCOUNT NUMBER: 10767439

CONTACT:

Jennifer Clay jclay@guadalupecenters.org 816-213-5045

VALUE OF ALL MATERIALS	\$155,390.83
FREE MATERIALS	(\$12,811.72)
PRODUCT TOTAL*	\$142,579.11
ESTIMATED SHIPPING & HANDLING**	\$7,128.96
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$149,708.07

SUBSCRIPTION/DIGITAL CONTACT:

Jennifer Clay jclay@guadalupecenters.org 816-213-5045

* Price firm for 45 days from quote date. Price quote must be attached to school purchase orde	r to receive the quoted price and free materials.
**Shipping and handling charges shown are only estimates. Actual shipping and handling chargactual tax charges will be applied at time of order.	ges will be applied at time of order. Taxes shown are only estimates. If applicable,
Terms of Service:	
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by visiting www.mheducation.com (or www.mhecoast2coast.com).	
School Purchase Order Number:	
Name of School Official (Please Print)	Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/09/2023 ACCOUNT NAME: GUADALUPE CENTERS ELEM SCH EXPIRATION DATE: 04/23/2023





VIDEO PRODUCTION SERVICES

2/27/2023

Proposed by:

Tico Productions, LLC

1722 Holly Street // Kansas City, Missouri 64109 // 816-260-4800

Contact: Yolanda Villegas - Chief Creative Officer

E-mail: yolanda@ticoproductions.com

EIN: 45-4167437

Client: Guadalupe Centers Charter Schools

Contacts: Eduardo Mendez // emendez@guadalupecenters.org

Keith Schoen // kschoen@guadalupecenters.org

Billing Address: 1015 Avenida Cesar E Chavez, Kansas City, MO 64108

Project: Guadalupe Centers Charter Schools Program Videos

Tico Productions, LLC is an MBE, DBE, SLBE and an SBA 8(a) certified company.



SCOPE

Raise awareness to parents, students, and communities about the education options and resources that Guadalupe Centers Charter Schools offers. Campaign will enhance the GCI brand as a school offering multiple opportunities for children, from college prep to trade school and more. Tico to develop three (3) 3-minute videos, including one focused on their Early College Academy, one focused on the Career Academy, and one focused on the Impact Academy. Additionally, develop one (1) 4-5-minute video focused on the overall GCI services that are available to families. Videos will feature on-site BROLL and testimonials from students and teachers.

DELIVERABLES

- One (1) 3-minute video on Early College Academy
- One (1) 3-minute video on Career Academy
- One (1) 3-minute video on Impact Academy
- One (1) 4-5-minute video on overall GCI services

TIMELINE

- BROLL and interview recording on Project Selection Day, March 15th
- BROLL and interview recording at Guadalupe High School, date TBD
- BROLL and interview recording at Penn Valley, May 5th
- First draft of videos to be delivered by July 1st
- Final draft of videos to be delivered by September 1st

PROPOSED ESTIMATE

SERVICE	DESCRIPTION	QUANTITY	PRICE	TOTAL
Account Management	Initial creative meetings or conference calls, metric reporting, scheduling, check-ins, creative management, delivery, approval, etc.	10 hours	\$65/hr	\$650
Pre- Production	Includes location scouting, acquisition of necessary assets to be used (logos, brand standards, call to action, etc.), storyboarding, design of lower thirds, develop interview questions, etc.	9 hours	\$175/hr	\$1,575
Production	Includes on-site and in-studio filming, full lighting kit, sound monitors, voiceover recording, etc. *May increase depending on production needs and GCHS intern availability.	24 hours	\$200/hr	\$4,800



Post- Production	Includes non-linear editing of videos, two rounds of revisions, high resolution exports of final deliverables in .mp4 format unless requested otherwise.	56 hours	\$12,600	
Music Research and Licensing	Music research and licensing. Pricing is per track.		\$100 flat	\$100
3D Animation/ Logo Reveal	After Effects logo animation for video open and closing. Includes customizing to clients branding, rendering, and exporting file to use during post-production editing.		\$500 flat	\$500
	\$20,225			
	\$3,033.75			
	\$17,191.25			



TERMS & CONDITIONS

- 1. Any added requests from Client may result in added time for project completion, which shall not be considered the fault of PRODUCER.
- 2. PRODUCER and CLIENT will mutually agree on a production schedule that allows adequate time (at least a week) prior to event for final editing.
- 3. PRODUCER ensures to provide a finished digital version of marketing collateral to the CLIENT at an agreed upon location such as Dropbox or Tico Productions, LLC server.
- 4. PRODUCER agrees that CLIENT owns all material created for the CLIENT'S project, including any copyrights, distribution rights, etc. However, CLIENT agrees that PRODUCER may use the creative content as evidence of its work for promotional and/or advertising purposes.
- 5. In case that PRODUCER is unable to deliver final project to CLIENT, due to events that are completely out of PRODUCER's control, PRODUCER will issue a complete refund which will not exceed the initial amount plus any agreed-upon additions already paid by CLIENT. CLIENT agrees to accept refund or reschedule new production dates.
- 6. Scheduled video productions require 2 weeks notification of cancellation or reschedule. A minimum of \$450.00 cancellation fee will apply. Cancellations may incur hourly charges for time spent on project consulting and planning at our discretion. No penalty for rescheduling with 2-week notification. If reschedules are not made within 2 weeks of production date, a \$450 penalty fee will be assessed. Some exceptions may apply. Last minute dates can be arranged, but ample planning insures date availability. Unexpected cancellations that involve inclement weather will be handled on a case-by-case basis.
- 7. There are no other agreements or codicils relative to this agreement between either of the parties hereto verbally or in writing, and this document constitutes the entirety of the contract. Payment Terms: 50% payment due upon signing this agreement and remaining 50% balance due NET 30 of initial invoice.

Cancellation Policy: Either party may cancel the contract with a 60-day notice for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of cancellation or expiration, except for those that by their terms survive such cancellation or expiration.



Oscar Monterroso oscar@ticoproductions.com CiCi Rojas cici@tico-sports.com Kim Verhoeven kim@tico-sports.com Yolanda Villegas yolanda@ticoproductions.com Virginia Trickey virginia@ticoproductions.com

AUTHORIZATION

Signature (Tico Productions LLC Tico Sports)		
Printed Name	Date	
Signature (Guadalupe Centers Charter Schools)		
Printed Name	 Date	



ABOUT THE COMPANY

Tico Productions, LLC is a full-service, multimedia, multicultural marketing agency located in Kansas City, Missouri. The company specializes in the areas of media production, multicultural strategy, cause-marketing, creative campaigns, and social media.

The company opened on January 5th, 2012 in Kansas City, Missouri and currently serves clients including the Kansas City Area Transportation Authority, University of Kansas Jayhawks, the National Women's Business Council, and the Kansas City Chiefs. Former photojournalist Oscar Monterroso is Owner and CEO of the Company with 55% ownership and Cici Rojas, former Executive of Central Exchange, is President and Partner with 45% ownership. Tico Productions, LLC is currently made up of 18 full-time creative minds, drawing from former experiences as CEOs to photojournalists, mural makers, language interpreters, and more.

Together, we have 30+ years of experience in marketing and media production that inform our work today. Tico Productions LLC has earned results for our clients including the Kansas City Chiefs, Philadelphia Eagles, National Hockey League's San Jose Sharks, and more. Tico has also worked with local K-12 school districts, education collaboratives, and colleges like the Kansas City Kansas Community College, where the agency is helping build a multilingual admissions strategy & designing a historical mural as part of their campus-beautification initiative.



Full-Service Production Company



Multilingual Messaging



Creative Strategy

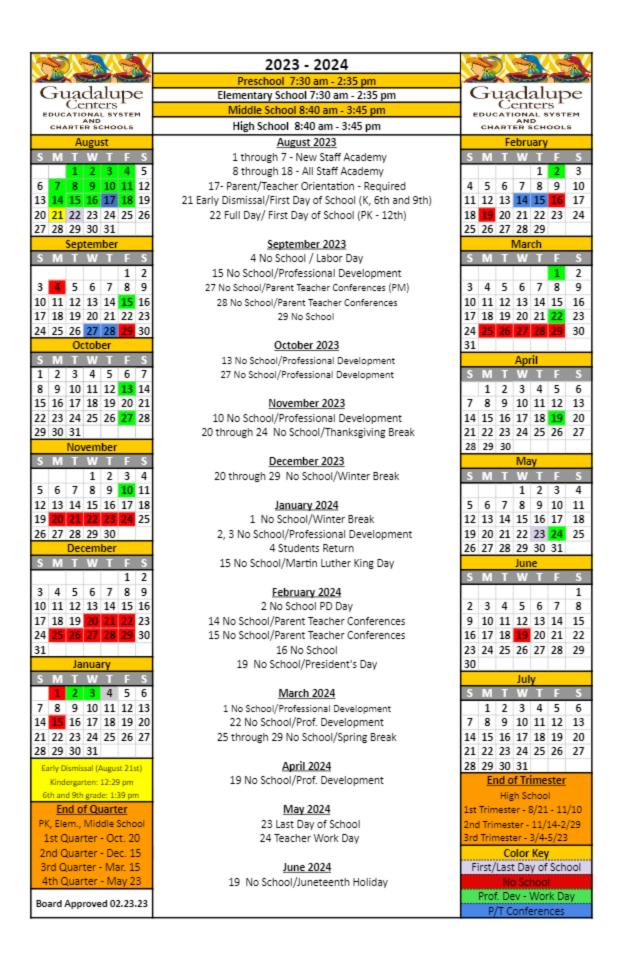


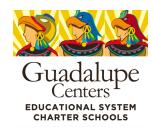
Media Buying



Community Engagement

Tico Team helps over 30 local & national clients arrive at innovative ideas that drive people to action. Using our multicultural marketing capability and flexible, standards-based approach, we are excited to employ our skills to support organizations that make Kansas City unique. Our experience managing local and national creative campaigns, as well as working with community partners and media outlets, prepares us to provide efficient and effective services that move audiences to action.





GUADALUPE CENTERS CHARTER SCHOOLS

By the Numbers

Enrollment

	Target Enrollment 22-23	Target Enrollment 23-24	Current Enrollment	Open Seats	SAKC Waitlisted		ollment by	ATTENDANCE Present Percent	MOCAP Enrollm ent	2023-24 Re-enrollment Completed	2023-24 New Applications
GES Pre-K	68	68	65	-3	77	65		91.32%			96
К	120	120	118	-2	64					64	111
1	120	120	118	-2	19					119	40
2	120	120	119	-1	15					113	32
3	115	115	116	1	38				1	116	28
4	115	115	116	1	18					114	25
5	110	110	109	-1	15	696	ES	90.2%		112	28
6	105	110	104	-1	17				1	105	33
7	120	120	118	-2	49					100	40
8	116	120	113	-3	45	335	MS	88.80%	1	112	27
9	120	120	116	-4	67				1	105	71
10	115	115	109	-6	54				2	114	36
11	110	110	102	-8	33					105	19
12	105	105	100	-5	16	427	HS	90.75%		102	10
Totals	1559	1568	1523	-36	527	1523	Total	90.27%	6	1381	596
Minus PreK			1458							98.78%	

Staffing Positions Available

- Elementary School
 - o Summer School Teacher
 - School Counselor (2023 2024)
 - o ELD Teacher (2023-2024)
 - Speech and Language Pathologist (2023-2024)
 - o Art Teacher (2023-2024)
 - Computer & Technology Teacher (2023-2024)
 - Literacy Interventionist (2023-2024)
 - o SPED Paraprofessional
 - SPED Teacher (2023-2024)
 - o Long-Term Substitute Teacher
 - Library and Media Specialist (2023-2024)
 - o Part-Time Hall Monitor
- Middle School
 - Summer School Teacher
 - o Spanish Teacher (2023-2024)
 - o ELD Teacher (2023-2024)
 - o SPED Teacher (2023-2024)
 - o Long-Term Substitute Teacher
 - o ELA Teacher



- o Part-Time Hall Monitor
- High School
 - Summer School Teacher
 - Art Teacher (Immediate Opening)
 - Math Teacher (Immediate Opening)
 - ELD Paraprofessional
 - ELA Teacher (2023-2024)
 - o ELD Teacher (2023-2024)
 - o Building Paraprofessional
 - SPED Paraprofessional
 - o ESL Paraprofessional
 - o Boys Soccer Coach
 - o Part-Time Hall Monitor

Upcoming Dates

- Teacher Recruitment Filming March 15th and 17th
- Spring Break March 20th 24th
- Instructional Rounds April 11th (Elem/Prek), April 12th (Middle), April 13th (High) *if you would like to participate, please reach let Eduardo Mendez know (emendez@guadalupecenters.org)
- Teacher Appreciation week May 1st May 5th

Thank you for the encouraging impetus including the increase in our salaries. This has been for me a very warm, welcoming, excellent educational environment to be a part of. I am very thankful to be among educators who teach with much wisdom, and love! Our students are exceptional in behavior, as we mold them through imparting needed knowledge at each level.

-Jeannie Russell Frank

Thank you for raising our salaries for next year. I am considering buying a house in the next couple of years and every dollar helps! It's hard when you are living off of a teacher salary but the raise you are giving us is giving me more hope! Plus, it makes us teachers feel validated and respected as a serious profession.

-Natalie Yancey

Dear Board Members,

Thank you for the increase to our salary and the reinstatement of our lost step! I am grateful to work for such a considerate and caring school district. I truly appreciate you.

-Martha Flowers, Chemistry Teacher

This email is to genuinely say thank you for the salary increase. I know that in these times that we are living in, it can be a challenge to make a salary increase like this for all teachers and classified staff. Once again thank you and truly may God bless this organization to which I have belonged for 5 years. And to which I feel I belong.

-Maitee Rivera, Pre-k Lead teacher

I am so appreciative for the pay increase. I love this school system, I love my students and I will continue to work hard to earn my pay. I have never worked at a place where board members actually care about teachers as people and not as a business. Again, thank you!!

-Sandee Marlow, 8th Grade ELA Teacher

I wanted to extend a sincere thank you to our GCCS board members and to Dr. Hammen for the increase to our salary schedule for next school year. This is a step in the right direction and will hopefully help us keep high quality people in our district. I am grateful to be part of our Guadalupe community!

-Ariel Ravindran, Instructional Coach



Edward Yerington - COO

Feb. Report

- 1. Entrepreneurial Operating Systems (EOS) has been established within all Departments. With continuous support by Modeling, Supporting, and or Observing any EOS meeting throughout the organization.
- 2. Assisted with the completion and implementation of salary / hourly pay audit that was compared to last year's market studies of titles and pay.
 - a. Through intense collaboration with the CEO, and the CFO, we have implemented corrective titles as compared to other non profit organizations, as well as salary adjustments to be above the median to other non profit organizations.
- 3. Assisted the VP of Early Childhood Development with hiring of the new Director of Youth Development (Raul Salazar). As well as, assisting in the training and or direct support of improvements of Standard Operating Procedures (SOP) within the Youth Department.
 - a. Assist as an advisory role for operational accountability of all facets of the youth department as it refers to employee accountability (Part time and Full time).
- 4. Restructured the Facilities / Maintenance Department Making its operating procedures more efficient.
 - a. Hired a Director of Custodial Services (Victoria Paprocki) To improve the efficiency of the quality of work that is reflective of our high standards.
 - b. Concentrating on ways to generate recurring revenue for the department.
- 5. Focusing on the development of the creation of a GCI (Board / Employee) Portal (**Phase 1**).
 - a. Which will allow Board members and employees to be able to login to a page to access Board and employee reports and information.
- 6. Always focused on constant improvements to any and all departmental operating procedure improvements, as it relates to saving time and or money, making us as efficient as possible.
 - a. Supporting the organizational focus on the need of succession planning.
 - b. Offering support to all VP's as a tool to help them achieve maximum efficiency.
- 7. Performance evaluations have been completed for all VP level positions.
 - a. Established Directors and below, performance evaluation system.

Constantly, uncovering and or Identifying possible updates to Policies and Procedures through reviews of old concepts compared to modern practices for our business model.