

Jackson-Madison County School Work Session
April 6, 2020 5:30 PM
Jackson-Madison County Board of Education

Attendance Taken at 5:30 PM.

Mr. Kevin Alexander:	Present
Ms. Doris Black:	Present
Jim Campbell:	Present
Carol Carter Estes McCright:	Present
Mrs. Janice Hampton:	Present
Mr. James Johnson:	Present
Mr. A. J. Massey:	Present
Mrs. Shannon Stewart:	Present
Mr. Wayne Arnold:	Absent

The JMCSS Work Session was conducted by electronic communication due to the COVID-19. The only Board Member unable to attend was Wayne Arnold. The following were in the boardroom during the meeting; James Johnson, Ray Washington, Dale Thomas, Janith Stack. Carol Carter Estes-McCright was in an office across from the boardroom. The following were off site during the meeting: Kevin Alexander, Doris Black, Jim Campbell, Janice Hampton, AJ Massey and Shannon Stewart.

1. CALL TO ORDER

Discussion: James Johnson, Board Chairman called the JMCSS April Work Session to order with a moment of silence. Mr. Johnson mentioned that the Public Notice for the meeting was sent out with the following information; Effective beginning with the April Work Session through the effective date of Governor Lee's Executive Order NO. 16, all Work Sessions and Meetings of the Board of Education will be by electronic means. Board Members will participate by videoconferencing. Public access to the Board room will not be available to the General Public in order to protect public health, safety, and welfare because of the Covid-19 outbreak. The General Public, however, will have live access to view the meeting via electronic means as described herein. The Public will have live access to the April Board Meeting by one of the following means: Jackson Energy Authority (JEA) will broadcast the Board Meeting on EPLUS TV Channel 6 provided to JEA Cable subscribers; or JEA will live stream the Board Meeting on its website at www.eplustv6.com.

James Johnson thanked JEA and West TN Today for assisting in the viewing of the meeting. Mr. Johnson appreciated the hard work by the JMCSS Tech Department Staff for assisting with the electronic means in order to hold the meeting and for the Food Service Department Staff in providing meals for the students in the system. Mr. Johnson mentioned that he has taken notice and has heard from the Community on the service by the Administration and Staff with providing work related information for students.

A. MOMENT OF SILENCE

2. FINANCIAL REPORT

A. JMCSS FISCAL SERVICES DIRECTOR-BUDGET AMENDMENTS, MONTHLY FINANCIAL STATEMENT, QUARTERLY EXPENDITURE ANALYSIS

Discussion: Holly Kellar mentioned that there are 6 budget amendments this month for the Board to review. The General Purpose March Financial Statement has been posted, showing expenditures as of the end of March coming in at 2.4 million dollars ahead of last year. As of

the end of March, 70.8 million dollars had been expensed with an additional 2.2 million dollars in outstanding encumbrances. This is 67.4% of the total budget and is right in line with total expenditures at the same time last year. Year-to-date revenues thru February total 67.9 million dollars. March revenues have not yet been posted. The preliminary year-end estimates are included on the Financial Statement and show expenditures coming in at 95.4% for the year which is down from the 96.7% shown last month. The decline in expenditure projections is mostly due to schools not being in session. As of now, my revenue estimates for the year include county taxes coming in as budgeted at the Maintenance of Effort level of funding. State funding for FY20 is not expected to be impacted by the current national crisis. With these revenue and expenditure estimates, the District would be using about 300,000 dollars of fund balance leaving approx. 13.5 million dollars on hand at year-end.

B. MADISON COUNTY FINANCE DIRECTOR-FINANCIAL UPDATES

Discussion: Karen Bell mentioned a review of the 141 General Purpose fund as of February, 2020 was completed and explanation was given as to why February is a good point for revenues to exceed expenditures due to the collection of property taxes. Also reviewed the monthly Finance Director's Report. There was a discussion about anticipated downturn in revenues such as sales tax, business tax which funds the Local Purpose Fund used for maintenance of effort, hotel/motel tax, and even property tax due to forbearance granted by mortgage companies which may cause a delay in property tax revenues. There was also discussion about county budget hearings being postponed until May in light of the recent situation with social distancing.

3. APRIL AGENDA REVIEW

A. REVIEW AND ANY DISCUSSION CONCERNING THE APRIL BOARD MEETING AGENDA

Discussion: There was no discussion concerning the April Board Meeting Agenda

4. UPDATES/INFORMATION

A. PUBLIC/PRIVATE PARTNERSHIP

Discussion: Ray Washington mentioned that the Public/ Private Partnership papers have been finalized and the work has begun at JCM and Madison.

B. UPDATE ON THE CONSTRUCTION CONTRACT FOR K-8

Discussion: Dale Thomas went over the Contract with the Board. AIA Document A133-2019, Exhibits include (A) GMP Amendment; (B) BIM; (C) Insurance; and General Conditions by reference. Key Provisions, Timing (see 1.1.4 for milestone dates) - First phase is Design phase - during this time the CM and Architect will work on the Design of the school and ultimately Bid Documents will be produced. During the Pre-Construction phase the 20% of his fee. The fee is based off of 3.45% and based on an estimated Contract Value of \$20 Million for a fee of \$690,000 (including \$138,000 for pre-construction). The CM fee will be adjusted based on the GMP. Note that the Pre-Design Budget is \$20-24 Million (1.13) - There is a difference between budget and GMP. After Construction documents are complete (within 60 days) the CM will prepare a GMP (Cost not to Exceed) consisting of the Cost of Work, Contingency, and CM Fee. (3.2.1) After the GMP is proposed, the Owner (JMCSS) has 45 days to accept or decline the GMP. (3.2.3.5) Unless there is an Owner approved change in the scope of work or change order, the CM bears the risk of any excess over GMP. Construction commencement date is 15 days from acceptance of GMP (1.1.4.2) substantial completion with 18 months of commencement date. Occupancy within 30 days of substantial completion. Other important provisions: 100% payment and performance bonds provided by Henson, Henson must comply with competitive bidding requirements, Henson will provide monthly progress reports to the

Board, \$1500 per day penalty for failure to meet substantial completion or occupancy requirements, Termination provision for non-appropriation of funds by Madison County.

After the discussion of the contract, the Board decided to remove the Construction Contract for K-8 from the Board Meeting and will discuss further in a Budget Committee Meeting.

C. UPDATES ON PROJECTS AND SCHOOL CLOSING

Discussion: Ray Washington mentioned that schools will stay closed until April 24, 2020.

There will be a meeting with the Governor of Tennessee, the Legislators and the State Board of Education on April 9. Until further instructions by them, Mr. Washington was unable to give more details concerning schools. Beginning in the summer, the following projects will take place for the system; Nova, Arlington, Alexander, Liberty, NSHS, West Bemis and JCT.

Additional projects are at Andrew Jackson and Parkview Learning.

D. THREE YEAR CAPITAL ACCOMPLISHMENTS

Discussion: The Board was given information regarding the Three Year Capital Accomplishments by the Maintenance Department Director, Allen Powell.

E. HUMAN CAPITAL REPORTS

Discussion: The Board was given the Human Capital Reports by Dr. Tiffany Green. James Johnson asked, how many vacancies are at the present time for the system? Dr. Green mentioned approximately 19 at this time. Dr. Green will have a report regarding the retirements and resignations for the Board by Thursday, April 9. Dr. Green mentioned that the new system for tracking information with Faculty and Staff is available and training will begin for Principals. The information for the trainings will be posted on Social Media and the JMCSS Website. The Teacher Retention Committee has not been able to meet due to the Covid-19 but that the last meeting the discussion on discipline, implementation for curriculum and the feedback to teachers were a concern. Dr. Green stated, that in years past, there was confusion on pay for if you were to retire or resign. She stated, the employee will be paid through June with insurance since the money has been budgeted by the system.

The information requested by James Johnson from Dr. Tiffany Green, at this date there are a total of 19 teachers to declare that they will either retire or resign at the end of the 2019-2020 school year. If Dr. Green receives more information, she will provide to the Board at Thursday's Board Meeting.

F. THE VOLUNTEER RECOGNITION AWARD

Discussion: The JMCSS Board will vote on one Volunteer name to be submitted to TSBA. Each Board Member was given information on the names submitted from Principals to vote on Thursday, April 9.

G. STUDENT RECOGNITION AWARD

Discussion: The five High School Principals selected a current Junior name to be submitted to TSBA for the Student Recognition Award. The Board was given the names of each student and the school on which they attend.

H. SUMMER SCHOOL LOCATIONS, TUITION AND DATES

Discussion: The Summer School locations, tuition and dates are not available at this time due to the Covid-19.

I. FEES FOR BEFORE AND AFTER SCHOOL DAY PROGRAMS

Discussion: The fees for Before and After School Day Programs will be the same as 2019-2020 School Year. Janice Hampton asked, why the cost was different between the elementary and middle schools. Dr. Vivian Williams stated that the elementary are 2 hours a day and the

middle schools are 3 hours a day. For the 2020-2021 School Year the fees are as follows; The Before and After Programs for Elementary Schools are \$25.00 per week for a child and an additional child at the cost of \$20.00 per week (2 hours a day), Northeast Middle School Before and After Program are \$40.00 per week for a child and additional child at the cost of \$45.00 (3 hours a day).

J. UPDATE ON THE SUPERINTENDENT SEARCH

Discussion: James Johnson began the Superintendent Search as why the visits were needed to the Candidates districts. The Visits gave an additional information for a Board Member to make a better choice in selecting a Superintendent. Also, Carol Carter Estes-McCright was just selected to serve as a Board Member and gave her the opportunity to speak with and interview each of the Candidates. Mr. Johnson wanted to hear each of the Board's opinions regarding the Superintendent Search. Jim Campbell began by saying, he was unable to attend the visits due to health reasons and the Covid-19. Mr. Campbell would like for the Superintendent Search to be delayed at this time for the new board to select the leader. Mr. Campbell felt that the meeting being held by electronic means was not the proper way to discuss an important issue and he was not ready to choose a leader at this time based on the information that he has from the interviews. Carol Carter Estes-McCright feels that the Board needs to move forward in choosing a Superintendent. Ms. Carter Estes-McCright mentioned that she did attend the visits and that moving forward would be for the good of the students. AJ Massey mentioned that he would like to delaying the choosing until the new Board has been elected. Mr. Massey mentioned he was unable to attend the visits since the Governor issued a Stay at Home Order and that Ray Washington is the leader at this time and has the knowledge to continue during the crisis of the Covid-19. Mr. Massey mentioned that this is not a good time to bring in anyone with new ideas and that the board needs to be transparent. Shannon Stewart mentioned that she was unable to attend the visits due to health issues and taking care of her children. Mrs. Stewart stated that she had emailed each of the three candidates for further discussion and only one candidate was willing to speak with her. Mrs. Stewart did state that she was ready to make a decision concerning a Superintendent. Doris Black was unable to attend the visits due to health issues and the Covid-19. Ms. Black feels that there are three great candidates at this time and with delaying the process, the system could lose one or all of them to other systems. Ms. Black would like to move forward in the selection and allow them to come in while school is out. Kevin Alexander was unable to attend the visits and would like to move forward with the selection. Janice Hampton was able to attend the visits to Shelby County and Fayette County but was unable to attend the visit to Maury County. Ms. Hampton would like to move forward with the selection of Superintendent. James Johnson would like to move forward after attending the visits. Mr. Johnson stated that there are items that need to be addressed and are behind in gathering for the upcoming school year from budgeting to selecting Staff and Administration.

K. SPECIAL COURSE CODES FOR MADISON

Discussion: Catherine Korth is submitting a Special Course Codes for Madison and would need the JMCSS Board approval on Thursday, April 9, 2020. Ms. Korth is submitting two classes for Madison, Speech and Communication II and Speech and Communications III. These are two classes that Madison has taught for several years, that allow Students to compete in National Speech and Debate competitions and prepare students for Forensics on the collegiate level.

5. QUESTIONS

A. QUESTIONS UNRELATED TO BOARD AGENDA ITEMS FOR SUPERINTENDENT

Discussion: There were no questions unrelated to the Board Agenda for the Superintendent.

6. **MAY AGENDAS**

- A. SUGGESTED AGENDA ITEMS FOR THE MONTH OF MAY, SUBMIT TO BOARD CHAIR, SUPERINTENDENT AND BOARD SECRETARY BY FRIDAY, APRIL 24.

Discussion: Board Members were asked to submit agenda items for May

7. **INFORMATION ITEMS**

- A. ANNUAL AGENDA CALENDAR
- B. TSBA SCHOOL BOARD ACADEMIES
- C. BOARD EXPENSES

8. **ADJOURNMENT**

Discussion: The JMCSS April Work Session adjourned at 7:15 p.m.

Chairperson

Superintendent

Jackson-Madison County School System
Monthly Financial Statement
General Purpose Schools Fund 141
March 2020

Account Description	Amended Budget	Year to Date	Month to Date	Encumbrances	Remaining Budget	% Used	Prior YTD FY19	YTD FY20 over/(under) YTD FY19	Estimated Year-End*	Estimated % Used
71100 Regular Ed Instruction	50,042,234	33,276,370	3,777,691	92,004	16,673,860	66.7%	31,877,206	1,399,164	48,732,600	97.4%
71200 Special Ed Instruction	10,333,970	6,535,514	820,180	228,007	3,570,449	65.4%	6,456,815	78,699	9,912,350	95.9%
71300 Vocational Ed Instruction	2,932,696	1,881,301	224,863	28,623	1,022,772	65.1%	1,854,028	27,273	2,775,100	94.6%
72110 Attendance	334,030	262,076	15,283	2,510	69,444	79.2%	249,520	12,556	323,630	96.9%
72120 Health Services	879,700	569,703	68,777	3,087	306,910	65.1%	547,657	22,046	868,200	98.7%
72130 Other Student Support	4,451,719	2,564,401	295,199	81,997	1,805,321	59.4%	2,428,747	135,654	4,177,700	93.8%
72210 Regular Instruction Support	4,083,557	2,647,927	279,548	17,839	1,417,791	65.3%	2,439,754	208,173	3,713,370	90.9%
72220 Special Education Support	1,099,330	679,806	72,822	14,705	404,819	63.2%	581,659	98,147	991,600	90.2%
72230 Vocational Education Support	108,765	35,579	302	1,297	71,889	33.9%	84,534	(48,955)	48,875	44.9%
72250 Technology	1,931,870	1,363,336	93,250	287,222	281,312	85.4%	1,272,559	90,777	1,821,200	94.3%
72310 Board of Education	2,143,200	1,516,883	25,431	250,897	375,420	82.5%	1,461,476	55,407	2,081,530	97.1%
72320 Director of Schools	882,500	382,069	40,534	49,045	451,386	48.9%	560,104	(178,035)	546,800	62.0%
72410 Office of the Principal	7,137,081	5,036,171	527,460	-	2,100,910	70.6%	4,996,700	39,471	7,068,770	99.0%
72510 Fiscal Services	984,500	315,113	30,088	6,648	662,739	32.7%	284,325	30,788	874,940	88.9%
72520 Human Capital	557,500	401,056	41,413	9,694	146,750	73.7%	371,237	29,819	546,230	98.0%
72610 Operation of Plant	6,360,000	4,736,144	219,285	520,954	1,102,902	82.7%	4,606,300	129,844	5,930,000	93.2%
72620 Maintenance of Plant	3,621,336	2,389,887	220,042	361,034	870,415	76.0%	2,465,738	(75,851)	3,469,670	95.8%
72710 Transportation	6,215,125	4,170,334	498,594	189,748	1,855,043	70.2%	4,200,224	(29,890)	5,713,200	91.9%
73300 Community Services	563,765	378,947	50,093	6,427	178,391	68.4%	375,858	3,089	430,410	76.3%
73400 Early Childhood Education	2,573,990	1,630,066	179,606	1,460	942,464	63.4%	1,241,025	389,041	2,346,880	91.2%
82330 Debt Service/Ameresco	1,001,187	-	-	-	1,001,187	0.0%	-	-	843,823	84.3%
Expenditures	108,238,055	70,772,683	7,480,461	2,153,198	35,312,174	67.4%	68,355,466	2,417,217	103,216,878	95.4%
Revenues	103,435,472	67,934,792	-	-	35,500,680	65.7%	79,961,954	(12,027,162)	102,922,983	99.5%
Revenues Over/(Under) Expenditures	(4,802,583)	(2,837,891)	(7,480,461)	(2,153,198)	188,506		11,606,488	(14,444,379)	(293,895)	

*Estimated revenue assumes local funding will come in as budgeted.

Jackson-Madison County School System
April 2020
Budget Amendments Summary

Fund #141 General Purpose Schools

1. \$35,490 (new money) Insurance recovery- Funds received for storm damage to both East Elementary and Liberty High School.
2. \$66,944 Voluntary Pre-K Grant- This amendment aligns the general ledger to the Revision 2 budget approved by the state. Funds are being transferred within the grant to cover year-end projections.
3. \$10,710 Coordinated School Health Grant- This amendment aligns the general ledger to the Revision 1 budget approved by the state. Funds are being transferred within the grant to cover year-end projections.

Fund #142 Federal Programs

4. \$22,654 Perkins Basic- This amendment aligns the general ledger to the Revision 3 budget approved by the state. Due to the social distancing guidelines related to COVID-19, funds previously budgeted for in-service/staff development and travel are being transferred to the vocational instruction equipment line for technology purchases based on program needs.

Fund #177 Education Capital

5. \$ 1,728 (new money) Insurance recovery- Funds received for damage to Parkview Learning Center.
6. \$2,528,595 (new money) This amendment will appropriate fund balance to use toward the following projects: intercom system at NSHS and roof and HVAC system at Alexander Elementary.

Jackson-Madison County Schools
Checks Greater Than \$14,999.99 (All Funds)
March 2020

VENDOR	CHECK DATE	CHECK NO	AMOUNT	INVOICE DESCRIPTION
ABM INDUSTRY GROUPS, LLC	3/5/20	66500	25,014	Monthly grounds care & maintenance
JACKSON STATE COMMUNITY COLLEGE	3/5/20	66575	53,934	ECH Spring tuition expenses and e-books
M. PALAZOLA PRODUCE COMPANY	3/5/20	66593	33,183	Produce Bid #21- Fresh fruits and vegetables
SYSCO MEMPHIS, LLC.	3/5/20	66647	356,196	Bid #11- Food and non-food supplies
TURNER HOLDINGS LLC	3/5/20	66664	66,522	Bid #28- Milk products
CDW GOVERNMENT	3/12/20	67339	31,028	Laptops- JCT, desktops- Alexander, and supplies
ED'S SUPPLY CO INC	3/12/20	67357	15,131	Heat pumps- formerly Malesus; HVAC parts- schools
ELITE CONTRACTORS LLC	3/12/20	67359	219,835	Maintenance Bid #21 - Roof at Liberty
OMBUDSMAN	3/12/20	67444	160,500	Ombudsman program for PLC
PATHWAYS OF TN., INC.	3/12/20	67447	36,000	Clinical Services
PCS	3/12/20	67448	76,860	Promethean Activepanel whiteboards and installation
UPCHURCH MECHANICAL	3/12/20	67493	89,560	Bid #20 - Andrew Jackson HVAC and renovation
CDW GOVERNMENT	3/19/20	67518	23,971	District e-rate and equipment
OMBUDSMAN	3/19/20	67720	24,480	Additional 12 student slots
JACKSON GENERAL HOSPITAL	3/26/20	67758	46,694	Therapy services- OT/PT SPED
JACKSON GENERAL HOSPITAL	3/26/20	67759	46,985	Therapy services- OT/PT SPED

Finance Director's Monthly Report

FEBRUARY 2020

Sales Taxes:

2-2019	\$6,435,836
2-2020	\$6,784,820

Sales tax is up from previous month by \$1,781,684 and from the same time period last year by \$348,984.

Trustee Trial Balance:

2-29-19	\$142,258,346.54
2-29-20	\$128,245,549.62

Reconciled Balances:

2-29-19	\$140,076,842.87
2-29-20	\$125,377,288.60

Summarized Revenue/Expenditures Summary:

Monthly expenditures for February were \$17,280,871.48 while revenues were \$33,537,238.50. This reflects 53.82% of expenditures has been expended or encumbered. Keep in mind that February is our largest revenue month due to property taxes.

Jail Project:

The jail project with a contract budget of \$51,488,257 has expended \$22,505,068.04 with the remaining available balance of \$28,983,188.96.

Updates:

We completed parallel payroll training in Executime with three county departments and several divisions within the school system. We then followed up with Executime about some issues but overall it went quite well. Rolling out to other departments has been placed on hold with the current situation but we are hopeful to fully implement on the county side by June 30. Schools may be delayed.

WASP training took place on Wednesday, March 25. There were a few snags with reports, etc. We are waiting to hear back from technical support and again some of this has been put on hold with rolling out to departments due to the current situation. It is still our goal to have implemented by June 30 if possible.

Cash Assets						
Account #	Name	Starting	Debits	Credits	Ending	
999-11120	CASH ON HAND	1,200.00	20,171,432.80	20,171,432.80	1,200.00	
999-11130-200	BANCORP SOUTH	21,964,173.44	52,180,016.59	48,877,519.80	25,266,670.23	
999-11130-300	BANCORPSOUTH BOND PROCEEDS	60,287,873.77	204,254.00	102,127.00	60,390,000.77	
999-11130-301	BANCORPSOUTH MM PLUS CHECKING	22,146,483.19	13,076,561.86	38,280.93	35,184,764.12	
999-11130-400	MULTI-BANK SECURITIES INC	7,341,000.00	0.00	0.00	7,341,000.00	
999-11130-600	LOCAL GOV. INVESTMENT POOL	3,852.46	11.06	5.53	3,857.99	
999-11130-601	LGIP-BOND PROCEEDS	15,347.48	44.06	22.03	15,369.51	
999-11410	ACCOUNTS RECEIVABLE	17,330.00	43,233.00	27,626.00	32,937.00	
999-14310	UNDISTRIBUTED WARRANTS	0.00	19,806,957.40	19,806,957.40	0.00	
		111,777,260.34	105,482,510.77	89,023,971.49	128,235,799.62	

Liabilities						
Account #	Name	Starting	Debits	Credits	Ending	
999-22200	OVERPAYMENTS/REFUNDS	0.00	44,061.00	44,227.00	166.00	
999-28310	UNDISTRIBUTED TAXES	0.00	662.00	662.00	0.00	
999-28311	UNDISTRIBUTED TAXES PAID IN ADVANCE	2,145.00	347.00	347.00	2,145.00	
999-28650	OUTSTANDING WARRANTS	2,812,979.57	8,188,538.64	8,184,949.51	2,809,390.44	
999-23900	FEE/COMMISSION ACCOUNT	0.00	486,330.64	486,330.64	0.00	
101	GENERAL FUND	9,504,766.52	3,747,672.06	11,084,754.71	16,841,849.17	
113	JUVENILE SERVICES	451,683.28	156,228.85	625,854.73	921,309.16	
116	SOLID WASTE/SANITATION	266,188.87	85,532.66	364,421.69	545,077.90	
120	LOCAL PURPOSE TAX	1,462,916.25	446.37	44,637.17	1,507,107.05	
121	SPECIAL PURPOSE	758,873.12	407,069.79	349,639.34	701,442.67	
122	DRUG CONTROL	146,879.99	785.86	1,528.40	147,622.53	
128	CURRENT PROPERTY TAX	384,492.26	0.32	4,878.53	389,370.47	
131	HIGHWAY/PUBLIC WORKS	12,292,376.84	284,830.01	911,117.28	12,918,664.11	
141	GENERAL PURPOSE SCHOOL	14,369,159.84	7,766,094.77	12,348,477.10	18,951,542.17	
142	SCHOOL FEDERAL PROJECTS	985,262.10	1,003,261.59	750,022.92	732,023.43	
143	FOOD SERVICE	2,060,470.23	841,531.71	971,388.79	2,190,327.31	
151	GENERAL DEBT SERVICE	16,231,296.91	91,463.12	4,439,987.69	20,579,821.48	
171	GENERAL CAPITAL PROJECTS	35,160,937.15	2,440,113.11	1,235,885.68	33,956,709.72	
172	COMMUNITY DEV./INDUSTRIAL PARK	1,313,580.55	5,000.00	0.00	1,308,580.55	
177	EDUCATION CAPITAL PROJECTS	9,853,527.75	788,570.26	701,334.46	9,766,291.95	
265	SELF INSURANCE FUND	1,511,860.13	289,558.81	515,114.10	1,737,415.42	
266	OJI	975,000.00	0.00	0.00	975,000.00	
304	DISTRICT ATTORNEY GENERAL	4,589.23	284.37	827.37	5,132.23	
331	PENSION TRUST	1,024,260.13	27,968.13	28,267.00	1,024,559.00	
351	CITIES - SALES TAX	102,780.41	2,481,282.47	2,433,511.15	55,009.09	
352	CITY OF THREEWAY	29,315.80	57,836.79	124,035.89	95,514.90	
353	WATERSHED DISTRICT	55,973.29	0.00	0.00	55,973.29	

Liabilities						
Account #	Name	Starting	Debits	Credits	Ending	
359	COMMUNITY DEVELOPMENT - AGENCY	25,695.12	25,972.94	27,782.40	27,504.58	
360	ARBITRAGE REBATE	0.00	4,236.33	4,236.33	0.00	
		111,787,010.34	29,225,679.60	45,684,218.88	128,245,549.62	

SALES TAX
REVENUES
GENERAL FUND

MONTH	2016-2017 F.Y. COLLECTED	2017-2018 F.Y. COLLECTED	2018-2019		CURRENT Yr-To-Date 2019-2020		ACTUAL PERCENT OVER		ACTUAL PERCENT OVER	
			AMOUNT	PERCENT OVER	AMOUNT	PERCENT OVER	AMOUNT	PERCENT OVER	AMOUNT	PERCENT OVER
AUGUST	\$95,874	\$73,043	\$107,921	-23.81%	(\$22,831)	-31.26%	\$133,809	\$25,888	23.99%	
SEPTEMBER	\$61,302	\$88,032	\$85,296	43.60%	\$26,730	30.36%	\$121,341	\$36,045	42.26%	
OCTOBER	\$78,057	\$83,385	\$88,092	6.83%	\$5,328	6.39%	\$105,153	\$17,061	19.37%	
NOVEMBER	\$88,343	\$100,525	\$102,909	13.79%	\$12,182	12.12%	\$114,088	\$11,179	10.86%	
DECEMBER	\$78,445	\$84,372	\$82,010	7.56%	\$5,927	7.02%	\$106,341	\$24,331	29.67%	
JANUARY	\$78,306	\$72,123	\$51,032	-7.90%	(\$6,183)	-8.57%	\$107,840	\$56,807	111.32%	
FEBRUARY	\$84,543	\$123,614	\$102,878	46.21%	\$39,071	31.61%	\$141,086	\$38,207	37.14%	
MARCH	\$64,089	\$74,078	\$56,352	15.59%	\$9,989	13.48%	\$83,450	\$27,097	48.09%	
APRIL	\$51,925	\$77,262	\$74,991	48.80%	\$25,337	32.79%			0.00%	
MAY	\$78,532	\$105,712	\$124,132	34.61%	\$27,180	25.71%			0.00%	
JUNE	\$93,485	\$89,167	\$110,726	-4.62%	(\$4,318)	-4.84%			0.00%	
JULY	\$70,944	\$112,651	\$98,283	58.79%	\$41,707	37.02%			0.00%	
	\$923,846	\$1,083,965	\$1,084,624	17.33%	\$160,118	14.77%	\$913,107	\$236,616	34.98%	

LAST % CALCULATION FIGURED ON YTD NUMBERS

SALES TAX REVENUES
CITY OF JACKSON BEFORE AGREEMENT

SALES TAX REVENUES
CITY OF JACKSON ADDITIONAL AFTER AGREEMENT

MONTH	2016-2017 F.Y. 2017-2018 F.Y.			2018-2019			2019-2020			2019-2020		
	COLLECTED	ACTUAL AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	COLLECTED	ACTUAL AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	COLLECTED	ACTUAL AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	COLLECTED	ACTUAL AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)
AUGUST	\$1,184,087	\$1,262,819	5.76%	\$1,223,979	(\$38,840)	-3.08%	\$1,258,711	\$34,732	2.84%	\$596,980	\$594,462	2.84%
SEPTEMBER	\$1,100,052	\$1,144,446	4.04%	\$1,171,413	\$26,985	2.36%	\$1,189,838	\$18,423	1.57%	\$488,089	\$465,764	1.57%
OCTOBER	\$1,075,639	\$1,134,419	5.46%	\$1,180,372	\$45,953	4.05%	\$1,194,464	\$14,122	1.20%	\$491,821	\$471,935	1.20%
NOVEMBER	\$1,127,097	\$1,161,177	3.02%	\$1,195,343	\$34,186	2.84%	\$1,136,854	(\$55,489)	-4.84%	\$471,032	\$471,032	0.00%
DECEMBER	\$1,031,264	\$1,148,093	11.33%	\$1,195,156	\$47,083	4.10%	\$1,153,170	(\$41,988)	-3.61%	\$498,059	\$480,487	-1.54%
JANUARY	\$1,458,263	\$1,229,646	8.16%	\$1,246,608	\$16,982	1.54%	\$1,244,659	(\$3,949)	-0.32%	\$520,252	\$518,807	-0.32%
FEBRUARY	\$1,704,130	\$1,607,612	-5.86%	\$1,615,483	\$7,871	0.49%	\$1,676,501	\$63,018	3.90%	\$699,374	\$28,258	3.90%
MARCH	\$1,007,212	\$1,024,194	1.68%	\$1,073,187	\$49,003	4.78%	\$1,071,899	(\$1,288)	-0.12%	\$447,165	(\$541)	-0.12%
APRIL	\$879,423	\$1,056,112	7.83%	\$1,136,441	\$80,329	7.61%	\$1,071,899	(\$1,288)	-0.12%	\$473,516	\$532,893	7.83%
MAY	\$1,286,778	\$1,232,530	-4.10%	\$1,276,946	\$46,416	3.77%	\$1,276,946	\$46,416	3.77%	\$532,893	\$505,108	-0.15%
JUNE	\$1,146,089	\$1,144,325	-0.15%	\$1,212,281	\$67,936	5.94%	\$1,212,281	\$67,936	5.94%	\$505,108	\$505,108	0.00%
JULY	\$1,187,534	\$1,230,824	2.76%	\$1,256,524	\$25,600	2.10%	\$1,256,524	\$25,600	2.10%	\$623,551	\$623,551	0.00%
		\$14,019,586	2.54%	\$14,787,722	\$411,722	2.76%	\$9,831,124	\$27,574	0.28%	\$6,161,539	\$4,137,061	2.78%
		\$14,375,899		\$356,433			\$11,469			\$11,469		0.28%
							\$0			\$0		0.00%

LAST % CALCULATION FIGURED ON YTD NUMBERS

TOTAL YEARLY ESTIMATED COLLECTIONS

LAST YEAR * % INCREASE

\$14,828,894

TOTAL YEARLY ESTIMATED COLLECTIONS

TOTAL LAST YEAR COLLECTIONS * % INCREASE

\$6,179,694.64

SALES TAX
REVENUES
TOTAL ALL OF MADISON COUNTY

MONTH	2016-2017 F.Y. 2017-2018 F.Y.		2018-2019		ACTUAL		CURRENT		ACTUAL	
	COLLECTED	COLLECTED	ACTUAL	PERCENT	AMOUNT	OVER	Yr-To-Date	ACTUAL	AMOUNT	ACTUAL
			PERCENT	OVER	(UNDER)	(UNDER)	2019-2020	PERCENT	(UNDER)	PERCENT
			OVER	AMOUNT	AMOUNT	AMOUNT	COLLECTED	OVER	AMOUNT	OVER
			(UNDER)					(UNDER)		(UNDER)
AUGUST	\$4,777,177	\$4,951,027	\$173,850	3.64%	\$4,943,657	(\$7,370)	\$5,183,917	-0.15%	\$240,260	4.86%
SEPTEMBER	\$4,308,256	\$4,566,172	\$257,916	5.99%	\$4,652,657	\$86,485	\$4,824,872	1.89%	\$172,216	3.70%
OCTOBER	\$4,272,752	\$4,512,390	\$239,639	5.61%	\$4,704,817	\$192,427	\$4,821,246	4.26%	\$116,429	2.47%
NOVEMBER	\$4,498,134	\$4,670,898	\$172,765	3.84%	\$4,805,188	\$134,290	\$4,648,149	2.88%	(\$157,039)	-3.27%
DECEMBER	\$4,112,536	\$4,564,795	\$452,260	11.00%	\$4,737,593	\$172,797	\$4,673,698	3.79%	(\$63,895)	-1.35%
JANUARY	\$4,574,224	\$4,811,330	\$237,106	5.18%	\$4,811,811	\$481	\$5,003,136	0.01%	\$191,325	3.98%
FEBRUARY	\$6,596,841	\$6,435,925	(\$160,916)	-2.44%	\$6,435,836	(\$89)	\$6,784,820	0.00%	\$348,984	5.42%
MARCH	\$3,965,096	\$4,062,621	\$97,525	2.46%	\$4,183,524	\$120,903	\$4,284,282	2.98%	\$100,758	2.41%
APRIL	\$3,814,357	\$4,187,237	\$372,880	9.78%	\$4,481,442	\$294,205		7.03%		0.00%
MAY	\$5,094,726	\$4,948,214	(\$146,512)	-2.88%	\$5,191,706	\$243,492		4.92%		0.00%
JUNE	\$4,596,905	\$4,569,244	(\$27,661)	-0.60%	\$4,897,663	\$328,419		7.19%		0.00%
JULY	\$4,708,966	\$4,996,009	\$287,043	6.10%	\$5,016,379	\$20,370		0.41%		0.00%
	\$55,319,970	\$57,275,863	\$1,955,893	3.54%	\$58,862,274	\$1,586,411	\$40,224,122	2.77%	\$949,039	2.42%

LAST % CALCULATION FIGURED ON YTD NUMBERS

SALES TAX
REVENUES
SCHOOLS

Schools get about 61.36%
of total sales tax revenue

MONTH	2016-2017 F.Y. COLLECTED	2017-2018 COLLECTED USING NEW FORMULA	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	2018-2019 COLLECTED USING NEW FORMULA	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	2018-2019 COLLECTED USING NEW FORMULA	CURRENT Yr-To-Date 2019-2020 COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)
AUGUST	\$3,468,116	\$3,038,128	(\$429,987)	-12.40%	\$3,076,104	\$37,976	1.25%	\$3,076,104	\$3,238,165	\$162,061	5.27%
SEPTEMBER	\$3,127,248	\$2,801,967	(\$325,281)	-10.40%	\$2,890,089	\$88,122	3.14%	\$2,890,089	\$3,039,876	\$149,787	5.18%
OCTOBER	\$3,104,370	\$2,768,965	(\$335,405)	-10.80%	\$2,923,900	\$154,934	5.60%	\$2,923,900	\$3,003,209	\$79,310	2.71%
NOVEMBER	\$3,269,248	\$2,866,231	(\$403,016)	-12.33%	\$2,994,173	\$127,942	4.46%	\$2,994,173	\$2,901,054	(\$93,118)	-3.11%
DECEMBER	\$2,990,120	\$2,801,123	(\$188,997)	-6.32%	\$2,945,958	\$144,836	5.17%	\$2,945,958	\$2,917,616	(\$28,342)	-0.96%
JANUARY	\$3,326,019	\$2,952,405	(\$373,614)	-11.23%	\$2,978,816	\$26,411	0.89%	\$2,978,816	\$3,119,871	\$141,055	4.74%
FEBRUARY	\$4,797,411	\$3,949,315	(\$848,096)	-17.68%	\$4,007,139	\$57,824	1.46%	\$4,007,139	\$4,234,987	\$227,848	5.69%
MARCH	\$2,883,359	\$2,492,970	(\$390,388)	-13.54%	\$2,594,646	\$101,675	4.08%	\$2,594,646	\$2,668,781	\$74,136	2.86%
APRIL	\$2,774,077	\$2,569,439	(\$204,638)	-7.38%	\$2,785,329	\$215,890	8.40%	\$2,785,329			0.00%
MAY	\$3,702,271	\$3,036,402	(\$665,869)	-17.99%	\$3,240,344	\$203,941	6.72%	\$3,240,344			0.00%
JUNE	\$3,337,552	\$2,803,853	(\$533,699)	-15.99%	\$3,052,314	\$248,461	8.86%	\$3,052,314			0.00%
JULY	\$3,417,739	\$3,065,731	(\$352,008)	-10.30%	\$3,118,339	\$52,608	1.72%	\$3,118,339			0.00%
	\$40,197,529	\$35,146,531	#####	-12.57%	\$36,607,151	\$1,460,619	4.16%	\$36,607,151	\$25,123,560	\$712,735	2.92%

LAST % CALCULATION FIGURED ON YTD NUMBERS

NEW FORMULA	
LT YR * 2.92%	
ESTIMATED DIFFERENCE	\$37,675,987
	(\$869,338)
%	-2.26%

BUDGETED
\$38,545,325

**SALES TAX
REVENUES
OTHER (MEDON, HUMBOLDT, THREE WAY, BALLPARK, SPORTSPLEX)**

MONTH	2016-2017 F.Y. COLLECTED	2017-2018 F.Y. COLLECTED	ACTUAL		2018-2019		ACTUAL		CURRENT		ACTUAL	
			AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	Yr-To-Date 2019-2020 COLLECTED	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	
AUGUST	\$19,100	\$23,348	\$4,247	22.24%	\$25,663	\$2,315	9.92%	\$28,770	\$3,107	12.11%		
SEPTEMBER	\$19,654	\$16,887	(\$2,767)	-14.08%	\$20,771	\$3,885	23.00%	\$26,791	\$6,020	28.98%		
OCTOBER	\$14,685	\$18,945	\$4,260	29.01%	\$20,633	\$1,688	8.91%	\$20,685	\$52	0.25%		
NOVEMBER	\$13,445	\$14,188	\$742	5.52%	\$14,705	\$518	3.65%	\$18,215	\$3,510	23.87%		
DECEMBER	\$12,687	\$12,870	\$183	1.44%	\$16,487	\$3,618	28.11%	\$16,084	(\$403)	-2.44%		
JANUARY	\$11,636	\$10,478	(\$1,158)	-9.95%	\$13,102	\$2,624	25.04%	\$12,160	(\$942)	-7.19%		
FEBUARY	\$10,757	\$24,140	\$13,383	124.42%	\$37,219	\$13,078	54.18%	\$30,872	(\$6,347)	-17.05%		
MARCH	\$10,437	\$11,451	\$1,014	9.72%	\$12,164	\$713	6.23%	\$13,528	\$1,364	11.21%		
APRIL	\$8,932	\$9,294	\$362	4.05%	\$11,165	\$1,871	20.13%			0.00%		
MAY	\$15,148	\$14,412	(\$736)	-4.86%	\$15,392	\$980	6.80%			0.00%		
JUNE	\$19,890	\$15,387	(\$4,503)	-22.64%	\$17,255	\$1,868	12.14%			0.00%		
JULY	\$22,749	\$32,808	\$10,059	44.22%	\$19,682	(\$13,126)	-40.01%			0.00%		
	\$179,119	\$204,207	\$25,088	14.01%	\$224,240	\$20,032	9.81%	\$167,106	\$6,361	3.96%		

LAST % CALCULATION FIGURED ON YTD NUMBERS

February 2020

Reconciled Cash Balances

	Beginning Balance	YTD Debits	YTD Credits	Ending Balance
101 General	8,762,106.46	40,067,758.46	32,013,999.37	16,815,865.55
113 Juvenile Services	324,273.14	1,908,215.89	1,315,181.00	917,308.03
116 Solid Waste/Sanitation	193,947.78	1,225,291.84	894,007.18	525,232.44
120 Local Purpose Tax	3,568,529.76	264,298.20	2,325,720.91	1,507,107.05
121 Special Purpose	773,323.92	3,474,787.36	3,552,725.11	695,386.17
122 Drug Control	142,253.93	18,678.97	13,354.36	147,578.54
128 Special Revenue	332,512.09	63,388.99	6,530.61	389,370.47
131 Highway/Public Works	11,548,540.54	5,038,212.77	3,662,181.37	12,924,571.94
141 General Purpose School	11,016,554.19	74,311,557.43	66,345,911.60	18,982,200.02
142 School Federal Projects	503,803.73	7,674,108.65	7,432,505.78	745,406.60
143 Central Cafeteria	2,631,408.53	5,426,393.28	5,864,295.13	2,193,506.68
151 General Debt Service	13,329,209.20	13,169,946.94	5,919,334.66	20,579,821.48
171 General Capital Projects	47,785,056.01	4,519,873.49	18,348,456.18	33,956,473.32
172 Community Development/Industrial Park	1,421,993.55	28,818.00	142,231.00	1,308,580.55
176 Highway Capital Projects	672,545.00	0.00	672,545.00	0.00
177 Education Capital Projects	16,274,698.83	2,707,605.28	9,216,012.16	9,766,291.95
265 Employee Insurance No. 2	1,181,247.48	4,522,175.20	3,966,007.26	1,737,415.42
266 Worker's Compensation/OJI	0.00	975,000.00	0.00	975,000.00
304 District Attorney General	5,916.30	6,389.27	7,173.34	5,132.23
331 Pension Trust	1,017,909.62	244,310.58	237,661.20	1,024,559.00
351 Cities - Sales Tax	102,780.41	2,481,282.47	2,433,511.15	55,009.09
352 City of Threeway	29,315.80	57,836.79	124,035.89	95,514.90
353 Watershed District	2,452.59	0.00	0.00	2,452.59
359 Community Development - Agency	25,695.12	25,972.94	27,782.40	27,504.58
360 Arbitrage Rebate	0.00	4,236.33	4,236.33	0.00
	\$121,646,073.98	\$168,216,139.13	\$164,525,398.99	\$125,377,288.60

Summarized Revenue/Expenditure Report for February 2020

	YTD Amended Budget	Monthly Actual	YTD Actual	YTD Outstanding Encumbrances	Remaining Balance	% of Budget
101 General Fund Rev	\$42,529,032.38	\$10,848,216.85	\$32,690,209.02		\$9,838,823.36	63.34%
101 General Fund Exp	\$46,036,300.27	\$3,462,468.92	\$28,256,319.37	\$905,899.07	\$16,876,081.83	
	Variance	7,385,747.93	4,433,889.65			
113 Juvenile Services Rev	\$1,924,952.00	\$621,394.58	\$1,642,389.46		\$282,562.54	
113 Juvenile Services Exp	\$2,146,552.21	\$1,591,541.75	\$1,301,176.02	\$24,406.77	\$820,969.42	61.75%
	Variance	461,852.83	341,213.44			
116 Solid Waste/Sanitation Rev	\$1,274,730.00	\$364,006.12	\$952,582.28		\$322,147.72	
116 Solid Waste/Sanitation Exp	\$1,391,212.10	\$105,169.33	\$874,975.41	\$93,014.54	\$423,222.15	69.58%
	Variance	258,836.79	77,606.87			
120 Local Purpose Tax Rev	\$1,000,000.00	\$44,637.17	\$240,956.76		\$759,043.24	
120 Local Purpose Tax Exp	\$10,000.00	\$446.37	\$2,410.19	\$0.00	\$7,589.81	24.10%
	Variance	44,190.80	238,546.57			
121 Special Purpose Rev	\$5,939,883.38	\$347,275.49	\$2,342,538.33		\$3,597,345.05	
121 Special Purpose Exp	\$6,040,772.91	\$412,641.89	\$3,136,237.12	\$100,955.57	\$2,803,580.22	53.59%
	Variance	-65,366.40	-793,698.79			
122 Drug Control Rev	\$30,890.00	\$1,528.40	\$15,855.21		\$15,034.79	
122 Drug Control Exp	\$16,123.00	\$829.85	\$11,525.60	\$1,208.99	\$5,388.41	78.98%
	Variance	698.55	4,329.61		11,646.38	
128 Special Revenue Rev	\$21,300.00	\$4,878.53	\$2,968.41		\$-1,668.41	
128 Special Revenue Exp	\$288,000.00	\$0.32	\$11.75	\$0.00	\$287,988.25	0.00%
	Variance	\$4,878.21	\$2,956.66			
131 Highway/Public Works Rev	\$6,975,812.03	\$910,142.94	\$4,431,335.37		\$2,544,476.66	
131 Highway/Public Works Exp	\$7,557,997.58	\$267,686.95	\$2,473,146.63	\$280,670.76	\$4,804,180.19	36.44%
	Variance	642,455.99	1,958,188.74			
141 General Purpose School Rev	\$103,422,516.00	\$12,307,941.91	\$67,934,792.43		\$35,487,723.57	
141 General Purpose School Exp	\$108,225,099.00	\$7,743,693.92	\$63,292,221.94	\$2,570,201.39	\$42,362,675.67	60.86%
	Variance	4,564,247.99	4,642,570.49			
142 Federal Projects Rev	\$13,313,616.00	\$748,005.90	\$6,828,313.05		\$6,485,302.95	
142 Federal Projects Exp	\$13,313,616.00	\$1,013,255.38	\$7,174,271.02	\$763,036.18	\$5,376,308.80	59.62%
	Variance	-265,249.48	-345,957.97			
143 Central Cafeteria Rev	\$9,484,500.00	\$970,223.23	\$5,405,513.24		\$4,078,986.76	
143 Central Cafeteria Exp	\$9,484,500.00	\$840,328.24	\$5,648,470.20	\$1,152,247.59	\$2,683,782.21	71.70%
	Variance	129,894.99	-242,956.96			
151 General Debt Service Rev	\$14,386,213.00	\$4,434,312.58	\$12,714,326.71		\$1,671,886.29	
151 General Debt Service Exp	\$13,897,105.00	\$85,788.01	\$2,984,598.51	\$0.00	\$10,912,506.49	21.48%
	Variance	4,348,524.57	9,729,728.20			
171 General Capital Projects Rev	\$7,108,374.42	\$1,234,351.79	\$3,895,374.56		\$3,212,999.86	
171 General Capital Projects Exp	\$53,193,493.24	\$2,396,255.46	\$17,023,725.99	\$507,039.43	\$35,662,727.82	32.96%
	Variance	-1,161,903.67	-13,128,351.43			
172 Industrial Park Rev	\$26,604.00	\$0.00	\$29,025.00		\$-2,421.00	
172 Industrial Park Exp	\$100,300.00	\$5,000.00	\$105,707.00	\$0.00	\$-5,407.00	105.39%
	Variance	-5,000.00	-76,682.00			
177 Education Capital Projects Rev	\$3,163,344.00	\$700,323.01	\$2,608,454.43		\$554,889.57	
177 Education Capital Projects Exp	\$6,007,024.00	\$787,765.09	\$2,826,336.72	\$2,577,401.15	\$603,286.13	89.96%
	Variance	-87,442.08	-217,882.29			
Total Revenue for ALL FUNDS	\$210,601,767.21	\$33,537,238.50	\$141,784,634.26		\$68,817,132.95	
Total Expenditures for ALL FUNDS	\$267,710,095.31	\$17,280,871.48	\$135,111,133.47	\$8,976,081.44	\$123,622,880.40	53.82%
	Variance	\$16,256,367.02	\$6,673,500.79			

Modified Summary Financial Statement February 2020

Account	Description	<u>Current Year To Date</u>		<u>Remaining Year To Date</u>		<u>Estimated Year End Expenditures</u>	
		Revised Budget	YTD Actuals	3 Year Average + 2% Inflation	3 Year Average	YTD Actuals + 3 Year Average w/ 2% Inflation	YTD Actuals + 3 Year Average
Expenditures							
71100	Regular Instruction Program	50,008,751.00	29,498,678.65	21,288,597.37	20,871,173.89	50,787,276.02	50,369,852.54
71200	Special Education Program	10,333,970.00	5,715,334.40	4,408,386.83	4,321,947.87	10,123,721.23	10,037,282.27
71300	Vocational Education Program	2,923,696.00	1,656,438.76	1,326,050.71	1,300,049.71	2,982,489.47	2,956,488.47
72110	Attendance	334,030.00	246,793.20	81,105.91	79,515.60	327,899.11	326,308.80
72120	Health Services	879,700.00	500,926.08	345,062.69	338,296.75	845,988.77	839,222.83
72130	Other Student Support	4,450,719.00	2,269,201.64	1,810,827.16	1,775,320.74	4,080,028.80	4,044,522.38
72210	Regular Instruction Program	4,117,140.00	2,368,378.90	1,501,865.21	1,472,416.87	3,870,244.11	3,840,795.77
72220	Special Education Program	1,099,330.00	606,984.10	307,803.58	301,768.22	914,787.68	908,752.32
72230	Vocational Education Program	108,765.00	35,276.69	36,340.82	35,628.25	71,617.51	70,904.94
72250	Information Technology	1,931,870.00	1,270,085.59	0.00	0.00	1,270,085.59	1,270,085.59
72310	Board Of Education	2,143,200.00	1,491,452.31	591,850.07	580,245.17	2,083,302.38	2,071,697.48
72320	Office Of The Superintendent	882,500.00	341,535.05	352,138.01	345,233.35	693,673.06	686,768.40
72410	Office Of The Principal	7,137,081.00	4,508,710.71	2,706,899.74	2,653,823.27	7,215,610.45	7,162,533.98
72510	Fiscal Services	984,500.00	285,025.01	591,543.65	579,944.75	876,568.66	864,969.76
72520	Human Services/Personnel	557,500.00	359,643.49	216,089.12	211,852.07	575,732.61	571,495.56
72610	Operation Of Plant	6,360,000.00	4,516,859.31	1,734,492.58	1,700,482.92	6,251,351.89	6,217,342.23
72620	Maintenance Of Plant	3,621,336.00	2,169,844.60	1,224,595.19	1,200,583.52	3,394,439.79	3,370,428.12
72710	Transportation	6,212,069.00	3,671,739.55	2,322,387.93	2,276,850.91	5,994,127.48	5,948,590.46
72810	Central And Other	0.00	0.00	151,067.23	148,105.12	151,067.23	148,105.12
73100	Food Service	0.00	0.00	0.00	0.00	0.00	0.00
73300	Community Services	563,765.00	328,854.08	172,703.04	169,316.70	501,557.12	498,170.78
73400	Early Childhood Education	2,573,990.00	1,450,459.82	752,715.52	737,956.39	2,203,175.34	2,188,416.21
82330	Education	1,001,187.00	0.00	1,001,187.00	1,001,187.00	1,001,187.00	1,001,187.00
99100	Transfers	0.00	0.00	0.00	0.00	0.00	0.00
	Total Expenditures	108,225,099.00	63,292,221.94	42,923,709.35	42,101,699.11	106,215,931.29	105,393,921.05
Total	141 General Purpose School	108,225,099.00	63,292,221.94	42,923,709.35	42,101,699.11	106,215,931.29	105,393,921.05
Total	141 General Purpose School	108,225,099.00	63,292,221.94	42,923,709.35	42,101,699.11	106,215,931.29	105,393,921.05
						1.86%	2.62%
	Revenue	103,422,516.00	67,934,792.43			(2,009,167.71)	(2,831,177.95)
	Difference	4,802,583.00	4,642,570.49			(2,793,415.29)	(1,971,405.05)
	Budgeted Revenue less Estimated Expenditures					(2,793,415.29)	(1,971,405.05)

 **AIA[®] Document A133[™] – 2019****Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month, and year.)

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

Jackson Madison County School System
310 North Parkway Jackson, TN 38305

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

Henson Construction Services, Inc.
32-A Bowling Drive
Jackson, TN 38305

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

Jackson Madison County Schools
New North K-8 School
Ashport Road
Jackson, TN 38305

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

Orcutt Winslow
5016 Centennial Blvd.
Nashville, TN 37209

The Owner and Construction Manager 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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.

Init.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Scope of the Project is a new K-8 school ("School"). The Owner, Architect, & Construction Manager (CM) will work as a Team to develop the Design, Budget, & Schedule. The initial Project budget is between \$20-\$24 million.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

At the time of the execution of this Contract, the CM is aware of the site location but site specifics such as Geotechnical Reports, Surveys, Utilities, etc., are unknown to the CM.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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

Init.

The Pre-Design Budget is between \$20-\$24 million.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

From the date Owner gives Architect written approval to proceed for each phase:

- Programming – 15 days
- Master Planning – 15 days
- Schematic Design – 45 days
- Design Development – 60 days
- Construction Documents – 75 days.

.2 Construction commencement date:

From the date Owner accepts CM's Guaranteed Maximum Price proposal – 15 days.

.3 Substantial Completion date or dates:

From construction commencement date – 18 months.

.4 Other milestone dates:

Occupancy (defined as Owner's ability to use the Project for its intended purposes) within 30 days of Substantial Completion date.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

The Site Design & Site Work is to be Fast-Track w/the goal of having Site Work underway in May 2020.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

AIA Document E234-2019 (Sustainable Projects Exhibit) is not applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

The School is to be designed for 1,000 Students.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Mr. Allen Powell, Director of Operations & Facilities
310 North Parkway

Init.

Jackson, TN 38305

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

Mr. Ray Washington, Director of Schools
JMCSS School Board

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not applicable.

.2 Civil Engineer:

Not applicable.

.3 Other, if any:

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

Not applicable.

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Alex Ruiz
5016 Centennial Blvd., 3rd Floor
Nahville, TN 37209

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Cary Henson	or	Jimmy Henson
32-A Bowling Drive		32-A Bowling Drive
Jackson, TN 38305		Jackson, TN 38305
731-225-3602		731-234-0859

Init.

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

The CM will provide a Project Manager and/or Estimator to participate in all Planning/Design Review Meetings.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

All Work shall be procured through competitive bids as provided in Tenn. Code Ann. § 49-2-203(a)(3), and all bids will be opened with the Owner. ..

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

None.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior written notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

Init.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

Init.

§ 3.1.6 Cost Estimates

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

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

(Paragraph deleted)

§ 3.2.1 Within sixty (60) days of Construction Manager's receipt of the Bid Documents from the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 The Owner must accept or decline the Guaranteed Maximum Price within forty-five (45) days of the Guaranteed Maximum Price proposal.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

Init.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

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

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. Construction Manager shall, upon request of Owner, appear at Board of Education meetings to give a verbal report of the progress of the Project.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

Init.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Architect, Consultants hired by the Architect, or Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Architect or Consultants hired by the Architect shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 4.1.4.3 The Architect or Consultants hired by the Architect, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, 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 Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 Intentionally blank.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

- 5% @ Schematic Phase
- 5% @ Design Development Phase
- 5% @ Construction Document Phase
- 5% @ Bid Phase

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

To establish the Contract Value, a preliminary Cost of Work of \$20,000,000 is used. The Cost of Work & associated CM Fee will be adjusted based upon the Guaranteed Maximum Price. For Contract basis:
\$20,000,000 x 3.45% = \$690,000 total CM Fee x 20% = \$138,000 for Pre-Construction Phase Fee.

Individual or Position	Rate
Project Manager/Estimator (same)	\$125.00 per hour

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid Twenty (20) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

First Tennessee Prime Plus 1% per month

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

Estimated cost of the Work times 3.45% less the amount (20% of total CM Fee) paid during the Pre-Construction Phase estimated @ \$20,000,000 x 3.45% = \$690,000 less \$138,000 (see § 5.1.2) = \$552,000 Estimated Construction Manager Fee.

The CM Fee will be adjusted in the GMP to 3.45% times the GMP.

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§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Unless the Owner requests a significant Scope change, the CM will not add a fee to Project Change Orders.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Cost of Work plus combined Overhead & Profit of 15%.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed N/A percent (N/A %) of the standard rental rate paid at the place of the Project.

The CM will not rent any equipment to the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

CM shall achieve Substantial Completion no later than eighteen (18) months following Construction Commencement Date. Occupancy shall be within thirty (30) days of Substantial Completion. In the event Substantial Completion or Occupancy is not timely accomplished, CM shall pay to Owner One Thousand Five Hundred Dollars (\$1,500.00) per day as liquidated damages.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction. There will be no expense to Owner resulting from minor changes in the Work.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction

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Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. Cost of Work as set forth in Sections 7.1 through 7.7 will be included in the GMP, which is subject to Owner written approval.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Prorated Project Manager's Rate - \$4,000/wk x 50% = \$2,000/wk

Prorated Safety Director's Rate - \$3,500/wk x 25% = \$875/wk

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 [Intentionally blank]

§ 7.6.1.2 [Intentionally blank]

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

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§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

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- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved in writing by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.1.2 Notwithstanding any other provision of this Agreement, Construction Manager agrees to comply with the bidding requirements of Tenn. Code Ann. § 49-2-203(a)(3)(C) and agrees that it shall not undertake actual construction work on the Project except in the limited circumstances provided therein.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting

entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Upon Owner's receipt of an Application for Payment approved by the Architect, the Owner shall make payment of the amount certified to the Construction Manager within twenty (20) days..

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- 1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

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- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 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 Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 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.)

Retainage will be 5% except for items listed in 11.1.8.1.1

§ 11.1.8.1.1 The following items are not subject to retainage:

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

Bond, Insurance, Permit Costs

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

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Work that is incomplete or not in accordance with the requirements of the Contract Documents in accordance with General Conditions § 9.8.5

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager'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;
- .2 **the Architect has issued a Certificate of Substantial Completion, in a form substantially similar to AIA Document G704, which certificate is prepared by the Architect, subject to Owner's approval (which shall not be unreasonably withheld or delayed) which shall establish the time within which all Punch List Items attached to the certificate;**
- .3 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .4 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 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.)

prime rate plus 1%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the 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 Architect.)

§ 12.2 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 Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Construction Manager 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.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

Init.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

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

See General Conditions § 14.4.3

§ 13.2.4 Termination for Non-Appropriation of Funding

Notwithstanding any other provision in this Agreement, if funds for the continued fulfillment of this Agreement by Owner are at any time not forthcoming or are insufficient through the failure of the Madison County Commission to appropriate funds or otherwise, then Owner will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice to Construction Manager documenting the lack of funding. Owner agrees to provide at least thirty (30) days advance written notice of such termination. Owner agrees to use reasonable efforts to ensure funds are appropriated and available for this Agreement.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. 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.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, 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.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Four Million Dollars (\$ 4,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.
- See Exhibit "E" – Certificate of Insurance

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than Four Million Dollars (\$ 4,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- See Exhibit "E" – Certificate of Insurance

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Payment and Performance Bond	100% of Guaranteed Maximum Price

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–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.)

To Be Determined

Init.

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction (By Reference)
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

This will be Exhibit "C" – To be added when requirements are determined.

.6 Other Exhibits:

(Check all boxes that apply.)

- AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’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.)

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

Jackson-Madison County School System

Henson Construction Services, Inc.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

Ray Washington, Director of Schools
(Printed name and title)

Cary Henson, President
(Printed name and title)

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AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Jackson Madison County Schools New North K-8 School
Ashport Road, Jackson, TN 38305

THE OWNER:

(Name, legal status and address)

Jackson Madison County School System
301 North Parkway
Jackson, TN 38305

THE ARCHITECT:

(Name, legal status and address)

Orcutt Winslow
5016 Centennial Blvd, Third Floor
Nashville, TN 37209

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ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

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14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

15 **CLAIMS AND DISPUTES**

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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.

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§ 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 E203™–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 E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202™—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.

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§ 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/CONSTRUCTION MANAGER AT RISK

§ 3.1 General

§ 3.1.1 The Construction Manager at Risk is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. Any reference to "Contractor" in the Contract Documents shall mean Construction Manager. 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.

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§ 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

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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

- .1 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
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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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.

ARTICLE 6 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.

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§ 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:

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- .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 or Owner 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 or Owner'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 Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's or Owner's order for a minor change without prior notice to the Architect and Owner 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.

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§ 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;

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- .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;
- .6 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

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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.

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§ 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
- .4 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.

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§ 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

- .1 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

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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 Intentionally blank.

§ 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.

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§ 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 Intentionally blank.

§ 11.3.2 Intentionally blank.

§ 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

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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

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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.

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§ 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.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 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:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 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
- .4 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

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements 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:

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- .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
- .3 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.

§ 14.2.5 Notwithstanding any other provision in the Construction Documents, if funds for the continued fulfillment of this Contract by Owner are at any time not forthcoming or are insufficient through the failure of the Madison County Commission to appropriate funds or otherwise, then Owner will have the right to terminate this Contract at no additional cost and with no penalty whatsoever by giving prior written notice to Construction Manager documenting the lack of funding. Owner agrees to provide at least thirty (30) days advance written notice of such termination. Owner agrees to use reasonable efforts to ensure funds are appropriated and available for this 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

- .1 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

- .1 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; and
- .3 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

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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

- .1 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.

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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

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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.

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Additions and Deletions Report for AIA® Document A201™ – 2017

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

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PAGE 1

Jackson Madison County Schools New North K-8 School
Ashport Road, Jackson, TN 38305

...

Jackson Madison County School System
301 North Parkway
Jackson, TN 38305

...

Orcutt Winslow
5016 Centennial Blvd, Third Floor
Nashville, TN 37209

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ARTICLE 3 ~~CONTRACTOR~~

ARTICLE 3 ~~CONTRACTOR/CONSTRUCTION MANAGER AT RISK~~

§ 3.1.1 The ~~Contractor/Construction Manager at Risk~~ is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. Any reference to "Contractor" in the Contract Documents shall mean Construction Manager. 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.

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The Architect or Owner 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 or Owner'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 Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's or Owner's order for a minor change without prior notice to the Architect and Owner 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.

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~~§ 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.

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§ 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. Intentionally blank.

§ 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. Intentionally blank.

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§ 14.2.5 Notwithstanding any other provision in the Construction Documents, if funds for the continued fulfillment of this Contract by Owner are at any time not forthcoming or are insufficient through the failure of the Madison County Commission to appropriate funds or otherwise, then Owner will have the right to terminate this Contract at no additional cost and with no penalty whatsoever by giving prior written notice to Construction Manager documenting the lack of funding. Owner agrees to provide at least thirty (30) days advance written notice of such termination. Owner agrees to use reasonable efforts to ensure funds are appropriated and available for this Contract.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Cary J. Henson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:08:47 ET on 04/01/2020 under Order No. 9947856111 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the ____ day of _____ in the year _____, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the ____ day of _____ in the year _____ (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Jackson Madison County Schools New North K-8 School

THE OWNER:

(Name, legal status, and address)

Jackson Madison County School System
310 North Parkway
Jackson, TN 38305

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Henson Construction Services, Inc.
32-A Bowling Drive
Jackson, TN 38305

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$ _____), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

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

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

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.

Init.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 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)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

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

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

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager 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.

Init.

[] By the following date:

§ A.2.3.2 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 Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
------	-------

Init.

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

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

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

Init.

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AIA[®] Document E203™ – 2013 – Exhibit “C”

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the day of in the year is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

Jackson Madison County Schools New K-8 School
Ashport Road, Jackson, TN 38305

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA**
- 3 DIGITAL DATA PROTOCOLS**
- 4 BUILDING INFORMATION MODELING PROTOCOLS**
- 5 OTHER TERMS AND CONDITIONS**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party’s scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party’s waiver of any claims for

ADDITIONS AND DELETIONS:

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

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

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User Notes:

(1464555115)

adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

Init.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party’s right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications		
Project communications		
Architect’s pre-construction submittals		
Contract Documents		
Contractor’s submittals		
Subcontractor’s submittals		
Modifications		
Project payment documents		
Notices and claims		
Building Information Modeling		

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

Init.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

The Parties intend to use a centralized electronic document management system on the Project.

The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant

Project Milestone

Init.

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

- [] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party’s sole risk. The remaining sections of this Article 4 shall have no force or effect.

- [] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
------------------------------	---------------------------------

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.
(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

- § 4.5.1 The Modeling protocols shall address the following:
- .1 Identification of the Model Element Authors;
 - .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
 - .3 Identification of the required LOD of each Model Element at each identified Project milestone;
 - .4 Identification of the construction classification systems to be used on the Project;
 - .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
 - .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
 - .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
 - .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
 - .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

Init.

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party’s sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant	Project Milestone
---------------------------------	-------------------

§ 4.8.2 **Model Management Protocol Establishment.** The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

Init.

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party’s responsibility.

(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	N/A		
§ 4.9.2 Wayfinding and Mapping	N/A		
§ 4.9.3 Asset/FF & E Management	N/A		
§ 4.9.4 Energy Management	N/A		
§ 4.9.5 Space Management	N/A		
§ 4.9.6 Maintenance Management	N/A		

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

Init.

 **AIA**® Document A103™ – 2017 Exhibit “B”

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month and year.)

for the following **PROJECT:**
(Name and location or address)

Jackson Madison County Schools New North K-8 School
Ashport Road, Jackson, TN 38305

THE OWNER:
(Name, legal status and address)

Jackson Madison County School System
310 North Parkway
Jackson, TN 38305

THE CONTRACTOR:
(Name, legal status and address)

Henson Construction Services, Inc.
32-A Bowling Dr
Jackson, TN 38305

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

Init.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner, prior to date of commencement of the Work for the Construction Phase as defined in the Construction Manager Agreement § 3.3.1, shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
-----------------------	------------------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
-----------------	------------------

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

Init.

[] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[] § A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than four million dollars (\$ 4,000,000) each occurrence, four million dollars (\$ 4,000,000) general aggregate, and four million dollars (\$ 4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

Init.

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than four million dollars (\$ 4,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

Init.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

§ A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

§ A.3.3.2.6 **Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Init.

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of Guaranteed Maximum Price
Performance Bond	100% of Guaranteed Maximum Price

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Init.

RESOLUTION

**A RESOLUTION OF THE JACKSON-MADISON COUNTY BOARD OF EDUCATION
APPROVING AND AUTHORIZING CONSTRUCTION MANAGER AT RISK
CONTRACT WITH HENSON CONSTRUCTION SERVICES, INC.**

WHEREAS, the Jackson-Madison County School System (“District”) is interested in the well-being of its students and believes there is both the need and demand for additional new and better educational opportunities for residents of Jackson, Madison County, Tennessee. The District also believes it can play a valuable role in assisting with and facilitating the construction of quality public K-8 educational institutions and related facilities for District students. The District further believes such a role is consistent with its mission and purpose;

WHEREAS, the Jackson-Madison County Board of Education (“Board of Education”) has previously approved and authorized, by resolution dated September 5, 2019, the purchase of property located on Ashport Road in Madison County, Tennessee (the “Property”) for the purpose of building a new school and which Property is now owned by Jackson-Madison County School System (Deed Book 753/Pages 1900-05);

WHEREAS, on February 13, 2020, the Board of Education approved an agreement with Orcutt Winslow, architectural firm, for the purpose of preparing the schematic design, design development, and construction documents for a K-8 school to be built on the Property; and

WHEREAS, the Board of Education has determined that, consistent with its actions of purchasing the Property and entering into an agreement with an architect, it is in the best interests of the District and the citizens and students of Madison County to approve the Standard Form of Agreement [AIA Document A133-2019] between Jackson-Madison County School System and Henson Construction Services, Inc. (the “Construction Contract”).

NOW THEREFORE, BE IT RESOLVED BY THE JACKSON-MADISON COUNTY BOARD OF EDUCATION AS FOLLOWS:

Section I. That the Board of Education approves the Construction Contract and authorizes Superintendent Ray Washington or Chairman James “Pete” Johnson to execute the Construction Contract.

Section II. That this resolution shall take effect from and after its adoption, the public welfare and interest requiring it.

ADOPTED this the 9th day of April, 2020.

JACKSON-MADISON COUNTY BOARD OF EDUCATION

By: _____
James “Pete” Johnson, Chairman

ATTEST:

_____, Board Secretary

Jackson-Madison County School System

School	Fiscal Year	Cost
Alexander		
Kitchen HVAC	2017	\$ 11,823
Clean and paint glass block windows	2018	\$ 6,900
4 classrooms asbestos abatement	2018	\$ 26,400
Mini-split unit	2018	\$ 13,458
Boiler repair	2018	\$ 5,956
Floor Tile	2018	\$ 4,000
Gym HVAC	2019	\$ 30,010
Asbestos Abatement	2019	\$ 2,592
DVR	2019	\$ 965
Boiler Repair	2019	\$ 3,987
Roof/HVAC Project	2020	\$ 2,464,690
		\$ 2,570,781
Andrew Jackson		
Chiller Bid #15	2019	\$ 53,377
Hot water system repair	2019	\$ 5,674
Boiler replacement Bid #14	2019	\$ 79,987
Library Carpet	2019	\$ 17,200
Sink Hole	2019	\$ 39,500
DVR	2019	\$ 965
Intercom	2019	\$ 11,000
Added soft start to air handlers (Energy savings)	2019	\$ 5,000
Sink Hole	2020	\$ 1,794
Sewer repair	2020	\$ 8,375
Gym HVAC	2020	\$ 85,219
Exterior building painting	2020	\$ 12,150
		\$ 320,241
Arlington		
Fence around playground	2018	\$ 5,325
New HVAC	2018	\$ 6,079
DVR	2019	\$ 965
New School Sign	2019	\$ 24,935
Roof	2020	\$ 272,227
		\$ 309,531
Thelma Barker		
HVAC units	2017	\$ 184,187
DVR	2019	\$ 965
Playground Equipment	2020	\$ 28,553
		\$ 213,705
West Bemis		
HVAC units	2017	\$ 266,935
DVR and Cameras	2019	\$ 6,500
		\$ 273,435

Jackson-Madison County School System

School	Fiscal Year	Cost
Bus Shop		
Central Office		
HVAC unit	2018	\$ 107,528
		\$ 107,528
Community Montessori		
Installation of acoustic panels in the auditorium	2018	\$ 4,800
Paint Gym/Lobby	2018	\$ 5,388
New interior doors	2018	\$ 15,900
Asbestos Abatement	2019	\$ 6,500
Wall openings	2019	\$ 8,725
DVR	2019	\$ 965
Roof and gutters	2019	\$ 1,050,756
		\$ 1,093,034
Denmark		
HVAC units	2017	\$ 306,558
Security System	2019	\$ 6,120
Gym Flooring	2019	\$ 56,125
Canopy	2019	\$ 6,998
Seal gym masonry wall	2019	\$ 6,999
Additional Parking	2020	\$ 86,700
		\$ 469,500
East		
New HVAC units	2018	\$ 28,827
asbestos abatement	2018	\$ 16,750
Rear Drive	2018	\$ 52,500
WWTP repair	2019	\$ 4,378
asbestos abatement	2019	\$ 12,914
Library/office flooring	2019	\$ 8,132
Roof, HVAC, & drainage issues also asbestos abatement of 11 classrooms and new VCT	2019	\$ 1,555,921
New gym floor	2019	\$ 96,936
New Grease trap	2019	\$ 4,200
Secure entrance vestibule	2019	\$ 34,073
DVR	2019	\$ 965
Intercom	2019	\$ 11,000
Paving	2019	\$ 153,570
Bleachers	2020	\$ 84,755
		\$ 2,064,921
ECH		
Sub-divide Library and Art room	2018	\$ 10,675
New HVAC units	2018	\$ 207,866
Storm Water Drain repair	2019	\$ 58,965

Jackson-Madison County School System

School	Fiscal Year	Cost
		\$ 277,506
JCT		
Bleacher repair	2018	\$ 10,200
Gym Flooring	2018	\$ 82,938
Volleyball gym equipment	2019	\$ 3,900
Office Flooring	2019	\$ 2,877
DVR and Cameras	2019	\$ 6,500
Storage Building	2019	\$ 6,700
		\$ 113,115
Liberty		
HVAC	2018	\$ 52,428
Corridor doors - Fire System magnetic hold open	2019	\$ 8,000
DVR and Cameras	2019	\$ 2,900
Addition of doorway to office	2019	\$ 5,795
Roof	2020	\$ 399,700
Awning	2020	\$ 14,696
Scoreboard	2020	\$ 53,849
		\$ 537,368
Isaac Lane		
HVAC units	2017	\$ 209,718
HVAC	2019	\$ 11,115
ADA	2019	\$ 3,999
Office Flooring	2020	\$ 7,300
Playground Equipment	2020	\$ 27,800
		\$ 259,932
Lincoln		
New Fire Alarm	2018	\$ 13,700
DVR and Cameras	2019	\$ 2,800
		\$ 16,500
Madison		
Ceiling tiles and floor tile asbestos abatement	2018	\$ 5,823
HVAC units	2018	\$ 13,291
New Water heater	2018	\$ 14,117
Asbestos Abatement	2019	\$ 3,200
Gas Line repair	2019	\$ 3,500
DVR	2019	\$ 965
Gas Line repair	2020	\$ 8,119
Relocate Chiller from Whitehall to Madison	2020	\$ 24,072
Gutter/Facial repair	2020	\$ 10,282
		\$ 83,369
NEMS		
HVAC unit	2018	\$ 24,865
HVAC	2019	\$ 17,776

Jackson-Madison County School System

School	Fiscal Year	Cost
Library Carpet	2019	\$ 10,051
Sub-divide classroom	2019	\$ 5,750
Awning	2020	\$ 31,548
		\$ 89,990
North Parkway		
Gym floor repair	2018	\$ 6,046
New water heater	2018	\$ 1,450
New walls	2019	\$ 14,150
Parking lot repair and drainage issues	2019	\$ 74,826
DVR and Cameras	2019	\$ 2,800
		\$ 99,272
NSHS		
HVAC South Campus	2017	\$ 1,462,500
New handrails on South campus(office & cafeteria)	2018	\$ 5,575
Upgrade lighting hoist system for FA	2018	\$ 18,700
Gym hall asbestos abatement	2018	\$ 3,500
South building - Install permanent walls	2018	\$ 8,797
Batting cage	2018	\$ 1,492
HVAC	2018	\$ 33,162
Bid #29 Roof HVAC - North campus	2018	\$ 1,950,000
North campus ADA	2019	\$ 3,850
Blinds	2019	\$ 16,483
Stadium	2019	\$ 690,503
Stadium Building and improvements Bid #30	2019	\$ 1,162,335
Visitor's bus parking	2019	\$ 60,707
Practice Track	2019	\$ 21,000
Baseball outfield fence	2019	\$ 31,530
North campus bleachers	2019	\$ 74,809
Rear parking lot swale repair	2019	\$ 97,913
Softball fence	2019	\$ 2,965
Scoreboard	2019	\$ 60,851
LED Wall Packs	2019	\$ 5,616
DVR	2019	\$ 965
Tree removal	2019	\$ 6,250
North Building Roof	2020	\$ 166,837
ADA	2020	\$ 20,341
Paint exterior of Fieldhouse	2020	\$ 5,875
New Intercom System	2020	\$ 63,905
		\$ 5,976,461
Nova		
Add canopy	2018	\$ 3,500
Portable roofs	2018	\$ 5,277
New entrance door	2018	\$ 12,100

Jackson-Madison County School System

School	Fiscal Year	Cost
Fence	2018	\$ 6,300
Playground equipment	2018	\$ 27,132
New ADA ramp	2018	\$ 4,171
Canopy	2019	\$ 14,112
New Signs	2019	\$ 2,161
Sewer Repair	2019	\$ 5,000
Roof	2020	\$ 158,742
Handrails	2020	\$ 735
Playground equipment	2020	\$ 12,500
		\$ 251,729
Parkview		
HVAC	2018	\$ 80,675
East parking area drainage issues	2018	\$ 183,430
Sink Hole Repair	2019	\$ 3,350
Roof	2019	\$ 763,654
Asbestos Abatement	2019	\$ 15,450
Electrical circuits addition	2019	\$ 60,749
New Fire Alarm System	2020	\$ 71,495
Kitchen Entrance modification	2020	\$ 7,575
Exterior Building Painting	2020	\$ 34,500
		\$ 1,220,878
Pope		
Playground fence	2017	\$ 3,390
Portables HVAC	2018	\$ 3,461
Portables HVAC	2019	\$ 8,071
Sewer Repair	2019	\$ 56,415
Secure Entrance Vestibule	2019	\$ 23,543
DVR	2019	\$ 965
Awning repair	2019	\$ 3,214
Tree removal	2020	\$ 6,900
Sewer Repair	2020	\$ 16,747
Repair Portable #38	2020	\$ 11,500
Secure Entrance Window	2020	\$ 3,954
		\$ 138,160
Rose Hill		
Pave road around school	2018	\$ 16,864
Canopy	2019	\$ 6,995
DVR and Cameras	2019	\$ 6,500
Office Flooring	2019	\$ 19,734
		\$ 50,093
South Elementary		
Library Carpet	2018	\$ 8,300
New HVAC	2018	\$ 82,008

Jackson-Madison County School System

School	Fiscal Year	Cost
Concrete dock area	2018	\$ 9,800
DVR	2019	\$ 965
Intercom	2019	\$ 11,000
Secure Entrance Vestibule	2019	\$ 23,273
Roof Repair	2020	\$ 11,973
Video Aphone	2020	\$ 7,000
		\$ 154,319
SSHS		
New HVAC	2018	\$ 174,674
Upgrade lighting hoist system for FA	2018	\$ 18,700
Gym Floor repair	2018	\$ 6,099
Asbestos abatement	2018	\$ 3,800
New Window covering (blinds or tint)	2018	\$ 6,240
Bid #34 East campus HVAC, West Gym HVAC, West Roof, Tech Prep Roof, FA roof, HVAC for FA and Tech Prep, back drive repair	2018	\$ 3,142,866
Asbestos abatement	2019	\$ 1,400
West campus gym girls showers	2019	\$ 13,579
New Window covering (blinds or tint)	2019	\$ 9,186
Field House - New wall	2019	\$ 6,374
Stadium Building and improvements Bid #30	2019	\$ 1,162,335
Stadium	2019	\$ 690,503
Storage Building	2019	\$ 1,667
Visitor's Building	2019	\$ 194,856
Practice Track	2019	\$ 2,100
DVR and Cameras	2019	\$ 11,000
Scoreboard	2019	\$ 65,445
Tree removal	2020	\$ 5,500
Fencing	2020	\$ 11,784
New Window covering (blinds or tint)	2020	\$ 5,188
Greenhouse	2020	\$ 93,354
		\$ 5,626,650
Whitehall(Lincoln 2.0)		
Roof	2017	\$ 139,297
Paint interior of the gym	2018	\$ 7,750
Classroom drop ceiling and LED lights	2018	\$ 117,194
Portable Roof	2018	\$ 6,237
Asbestos Abatement	2018	\$ 46,250
Gym Floor repair	2018	\$ 18,316
New Wing	2019	\$ 3,497,460
DVR	2019	\$ 965
Wall Murals	2019	\$ 6,900
School Sign	2019	\$ 1,400

Jackson-Madison County School System

School	Fiscal Year	Cost
Hand rails	2020	\$ 3,000
Bleachers	2020	\$ 60,153
		\$ 3,904,922
		\$ 26,222,939

**JACKSON-MADISON COUNTY SCHOOL SYSTEM
MONTHLY HUMAN CAPITAL REPORT**

NEWLY HIRED EDUCATORS

	FIRST NAME	LAST NAME	LOCATION	POSITION	EFFECTIVE DATE	RACE	GENDER
	STABLER	JANEIRO	LIBERTY	REG ED HS TEACHER ENGLISH	03/02/2020	W	M
	JENA	VERSER	ISSAC LANE	REG ED K-5 CLASSROOM TEACHER	03/23/2020	B	F
	HEATHER	PALMER	NORTHEAST	REG ED MS TEACHER SCIENCE	03/23/2020	W	F
	JAMIE	ELLIOTT	LIBERTY	REG ED HS TEACHER SOCIAL STUDI	03/23/2020	B	F

EDUCATOR SEPARATIONS

	FIRST NAME	LAST NAME	LOCATION	POSITION	EFFECTIVE DATE	RACE	GENDER
	PAIGE	SMITH	ISAAC LANE	REG ED K-5 CLASSROOM TEACHER	03/06/2020	W	F
	CHERYL	THORPE	LIBERTY	REG ED HS TEACHER MATH	03/10/2020	B	F
	EMILY	WESTBERRY	NORTH SIDE	REG ED HS TEACHER ENGLISH	03/13/2020	W	F
	ALLYSSA	DOOLEY	ROSE HILL	REG ED K-5 FINE ARTS TEACHER	03/13/2020	W	F
	SHERRE	MCCLAIN	NORTH PARKWAY	REG ED MS TEACHER ELA	03/20/2020	B	F

NEWLY HIRED NON-CERTIFIED

	FIRST NAME	LAST NAME	LOCATION	POSITION	EFFECTIVE DATE	RACE	GENDER
	DONNA	REGGANS	CENTRAL OFFICE	SPECIAL ED SECRETARY-IDEA	03/02/2020	B	F
	AARON	DENNISON	POPE	REGULAR ED ASSISTANT	03/02/2020	W	M
	ASHTON	MCDONALD	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/02/2020	W	F
	ELLA	DUNCAN	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/02/2020	B	F
	MARVIN	POLLEY	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/03/2020	W	M
	SHONDA	MIDDLEBROOK	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/03/2020	B	F
	BRITTANY	HAYNES	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/03/2020	W	F
	SERRA	POPE	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/03/2020	W	F
	ELIESSE	DAVIS	POPE	REGULAR ED ASSISTANT	03/04/2020	B	F
	VICTOR	MCGEE	ROSE HILL	SPECIAL ED ASSISTANT-IDEA	03/04/2020	B	M
	JARROD	WALLACE	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/04/2020	W	M
	SHERHEA	WEST	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/04/2020	W	F
	PAMELA	SELLARS	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/04/2020	W	F
	TAMMI	GERMANY-ROSS	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/04/2020	B	F

**JACKSON-MADISON COUNTY SCHOOL SYSTEM
MONTHLY HUMAN CAPITAL REPORT**

	LASHONDRIA	SNIPES	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/05/2020	B	F
	SHIAN	REEK	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/06/2020	W	F
	FARRAH	WYATT	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/06/2020	W	F
	AMANDA	HAMPTON	THELMA BARKER	SUB TEACHER	03/09/2020	W	F
	DAVID	CALDWELL	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/09/2020	W	M
	KERRY	PLEDGE	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/10/2020	W	F
	KENDRA	DAWKINS	SUBSTITUTE EMPLOYEES	BUS DRIVER-REG ED SUBSTITUTE	03/10/2020	B	F
	DENNIS	POWELL	MAINTENANCE	MAINTENANCE-HELPER	03/11/2020	B	M
	JAYDA	HAMPTON	SUBSTITUTE EMPLOYEES	SUB TEACHER	03/12/2020	W	F
	TONYA	BRADFORD	NORTH SIDE	SCHOOL SECRETARY 1	03/23/2020	B	F
	CA'NECEYA	CLAY	ANDREW JACKSON	REGULAR ED ASSISTANT	03/23/2020	B	F

NON-CERTIFIED SEPARATIONS

	FIRST NAME	LAST NAME	LOCATION	POSITION	EFFECTIVE DATE	RACE	GENDER
	LINDA	PRICE	NOVA	PRESCHOOL ASSISTANT-STATE	03/06/2020	B	F
	DEBORAH	LAY	LIBERTY	GREENHOUSE TECHNICIAN	03/11/2020	W	F

Teacher Only
Absenteeism March 2020

	Absence No Pay	Annual Leave	Bonus Leave	Death (Non-Imm. Fam.)	Emergency (Non- Cert)	Illness (Employee Only)	LOA (No Pay)	Local Leave (Cert. Only)	Personal Leave	Sick (Ill-Death Imm. Fam)	Total Gen. Absences	Fed Funded Prof. Dev.	GP Funded Prof. Dev.	Total Prof. Absences	FMLA	Workers Comp	Total FMLA / Workers Comp	Association Leave	Jury Duty	Legislative Leave	Military Leave	Total Civic	Total Absenteeism	
Alexander	0	0	0	0	0	17	0	0	2	3	22	2	3	5	0	0	0	0	0	0	0	0	0	27
Andrew Jackson	0	0	0	0	0	16	0	0	0	1	17	2	1	3	0	0	0	0	0	0	0	0	0	20
Arlington	0	0	0	0	0	8	1	0	1	4	14	0	0	0	10	0	10	0	0	0	0	0	0	24
Community Montessori	0	0	0	1	0	4	0	0	4	9	18	0	4	4	0	0	0	0	0	0	0	0	0	22
Denmark	0	0	0	0	0	14	0	0	3	4	21	1	5	6	0	0	0	0	0	0	0	0	0	27
East	0	0	0	0	0	14	0	0	7	8	29	0	1	1	10	0	10	0	0	0	0	0	0	40
Isaac Lane	2	0	0	0	0	40	0	0	1	6	49	0	0	0	0	0	0	0	0	0	0	0	0	49
Jackson Careers & Tech	0	0	0	0	0	17	0	0	2	12	31	0	0	0	0	0	0	0	0	0	0	0	0	31
JCM Early College High	0	0	0	0	0	5	0	0	0	2	7	0	0	0	0	0	0	0	0	0	0	0	0	7
Liberty	0	0	0	0	0	11	0	0	5	16	32	0	7	7	0	0	0	0	0	0	0	0	0	39
Lincoln	0	0	0	0	0	6	0	0	5	9	20	0	3	3	0	0	0	0	0	0	0	0	0	23
Madison	0	0	0	0	0	6	0	0	0	6	12	0	3	3	0	0	0	0	0	0	0	0	0	15
North Parkway	3	0	0	1	0	23	0	0	6	25	58	0	3	3	0	0	0	0	0	0	0	0	0	61
North Side	0	0	0	0	0	39	1	0	3	14	57	4	1	5	20	0	20	0	0	0	10	10	10	92
Northeast	0	0	0	0	0	15	0	0	2	11	28	0	1	1	0	0	0	0	0	0	0	0	0	29
Nova Early Learning Cente	0	0	0	0	0	9	10	0	5	4	28	0	0	0	0	0	0	0	0	0	0	0	0	28
Parkview Learning Center	0	0	0	0	0	2	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
Pope	0	0	0	0	0	11	0	2	2	6	21	0	8	8	0	0	0	0	0	0	0	0	0	29
Rose Hill	0	0	0	0	0	20	0	0	2	17	39	2	2	4	0	0	0	0	0	0	0	0	0	43
South	0	0	0	0	0	6	0	0	0	7	13	0	5	5	0	0	0	0	1	0	0	1	1	19
South Side	0	0	0	2	0	4	0	0	2	24	32	0	2	2	0	0	0	0	0	0	0	0	0	34
Thelma Barker	0	0	0	0	0	20	0	0	3	11	34	0	0	0	10	0	10	0	0	0	0	0	0	44
West Bemis	0	0	0	0	0	18	0	0	1	5	24	7	4	11	0	0	0	0	0	0	0	0	0	35
Totals	5	0	0	4	0	325	12	2	56	204	608	18	53	71	50	0	50	0	1	0	10	11	740	

Board Approval:

The Principals have nominated a School Volunteer from their school for the Board to approve. The Board will vote on one volunteer to be submitted to TSBA. Each year the TSBA recognizes school district volunteers from across the state who have distinguished themselves by demonstrating exceptional commitment to volunteerism in a local school district.

Criteria include but are not limited to:

- Has made an outstanding contribution to a Tennessee school district through volunteer service
- Has exhibited exemplary leadership, creativity, cooperation and hard work in their service to a school
- Has engaged in the creation, organization, and/or mobilization of volunteers, groups and resources that are involved in projects benefiting the school district
- Has demonstrated sustained commitment to meeting school district needs
- Has utilized unique and creative approaches to meeting needs
- Has helped with a special project or ongoing activities

This year the following have been nominated and the information provided for you to review

Siyon Yumas – JCMECH, Lara Hubbard – Rose Hill, Barbara Smith – Lincoln, Michelle Wyatt – West Bemis, Margaret Collins – Denmark, Doug Roth – Alexander, Heather Green – Community Montessori, Barry Cooper – Best Academy and Michelle Boyd - Arlington

TO: Principals

RE: School Volunteer Recognition Award

DATE: March 3, 2020

The JMCSS School Board would like for you to nominate a school Volunteer that has served your school during the year. Please read the following information and send the information to Ryan Kirkbride by March 20, 2020.

School Volunteer Recognition Award

Each year the Tennessee School Boards Association recognizes school district volunteers from across the state who have distinguished themselves by demonstrating exceptional commitment to volunteerism in a local school district.

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PLEASE SEND THE FOLLOWING INFORMATION FOR YOUR VOLUNTEER

Name of Volunteer Si-Yan Lumas
Address of Volunteer 15 Rustic Bridge Dr. Jackson, TN 38305
Email address of Volunteer siyan1003@yahoo.com
Phone number of Volunteer 618-540-8574
Principal's Name Nathan Lewis
School Name JCM Early College High

A letter on why you are nominating this Volunteer for your school

Mrs. Lumas started the JCM Cougar dance team. She raised funds, practiced with students and did a great job. She received no pay for doing this. The team did a great job performing at basketball games. She also held a dance clinic where the team worked with younger children. She also was the fundraising coordinator for the JCM-ECH PTO. She works extremely hard for the school.

TO: Principals

RE: School Volunteer Recognition Award

DATE: March 3, 2020

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PLEASE SEND THE FOLLOWING INFORMATION FOR YOUR VOLUNTEER

Name of Volunteer Lara Hubbard

Address of Volunteer 712 Cotton Grove Rd., Jackson, TN 38305

Email address of Volunteer
ldb913@od.sco.edu

Phone number of Volunteer 268-1257

Principal's Name Dr. McSweeney

School Name Rose Hill

A letter on why you are nominating this Volunteer for your school



Dr. Teresa Littrell McSweeney, Principal

2233 Beech Bluff Rd

Jackson, TN 38301

March 12, 2020

Dear Colleagues,

Rose Hill K-8 School Faculty and Staff enthusiastically nominate our PTA President, Lara Hubbard, for JMCSS School Board and the Tennessee School Board Association Outstanding Volunteer Recognition. A short list includes treats for teachers, items for students, organizing and supporting school events, and much more; however, what sets Mrs. Hubbard apart from other school volunteers is her commitment to organizational excellence and building a positive school and community culture.

Mrs. Hubbard has demonstrated her exceptional commitment to volunteerism by stepping into a challenging situation as the newly elected Rose Hill PTA President. Upon accepting the "call to duty," Mrs. Hubbard learned that Rose Hill's PTA had lost state recognition as an affiliate with PTA and worked the state organization to return Rose Hill's status to good standing.

Mrs. Hubbard also worked with her PTA leadership to establish Rose Hill PTA as a federally recognized nonprofit organization. As a 501c(3) organization, Rose Hill's PTA may partner with corporations and other organizations as well as offer tax deduction incentives for potential donors. Most importantly, having a registered organization increases community confidence in our Rose Hill PTA.

In addition to these organizational improvements, Mrs. Hubbard has been instrumental in implementing community events that have increased parental involvement. Nearly 300 people attended PTA's First Annual Talent Night which highlighted nearly 50 of our musically and visually artistically talented students. Our students performed to a standing-room-only crowd in our cafeteria full of family and friends. What impressed me most about the evening was how our PTA sponsors fostered a positive culture among our students as they gave shy performers encouragement, clapping loudly and shouting positive affirmations, and ending each performance with student-led thunderous applause and standing ovation for each performer. What joy to see students encouraging each other to push through their fears and receiving such encouragement from their peers!

I have chosen to highlight two of Mrs. Hubbard's most important contributions to Rose Hill School through her role as parent and PTA President which set her apart from other volunteers, and she is just completing her first year!

Thank you for the opportunity for me to recognize the person most responsible for raising the bar for students and grownups at Rose Hill, Mrs. Lara Hubbard.

With Great Appreciation,

A handwritten signature in cursive script that reads "Dr. Teresa L. McSweeney". The signature is written in black ink and is positioned above the printed name.

Dr. Teresa L. McSweeney

TO: Principals

RE: School Volunteer Recognition Award

DATE: March 3, 2020

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PLEASE SEND THE FOLLOWING INFORMATION FOR YOUR VOLUNTEER

Name of Volunteer Barbara Smith

Address of Volunteer N. Royal

Email address of Volunteer (731) 217-3752

Phone number of Volunteer _____

Principal's Name LaDonna Braswell

School Name Lincoln

A letter on why you are nominating this Volunteer for your school

Mrs Smith has been very instrumental
in helping my scholars with reading
difficulties. As well as math. She comes two
maybe three times weekly to assist two scholars
who are in need of extra help

Mrs Lewis
3rd Grade

TO: Principals

RE: School Volunteer Recognition Award

DATE: March 3, 2020

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PLEASE SEND THE FOLLOWING INFORMATION FOR YOUR VOLUNTEER

Name of Volunteer Michelle Wyatt

Address of Volunteer. 99 Ed Moore Road Beech Bluff 38313

Email address of Volunteer mrwyatt1664@gmail.com

Phone number of Volunteer 731-343-3859

Principal's Name David Wicker


School Name West Bemis Middle School

A letter on why you are nominating this Volunteer for your school

I have nominated Mrs. Michelle Wyatt as our volunteer of the year. Mrs. Wyatt is a former teacher at West Bemis, having retired two years ago. None the less she volunteers at home basketball games, football games, substitutes when urgently needed, and plans events as though she never left. Mrs. Wyatt has always had a loving and compassionate soul for our students, providing for them in ways that may sometimes go unfulfilled. Never does she ask for recognition, reimbursement, or reward. I can tell from the many conversations that we have had that her soul is full of the greatest reward you can receive, the memory of a child's face when they know they have been cared for and loved.

Mrs. Wyatt's greatest accomplishment in my opinion is her work with the South Jackson Civitan Club. Every December the students in our YES and Medically Fragile classroom get a visit from Santa Claus, along with gifts and photos. The surprise, joy, and happiness that can be seen in the face of these students is unmatched by any other expression that I may see all year. It is a moment wherein by serving others, we are serving our souls, and being the greatest leaders we can be.

It is with great pride that I nominate Mrs. Michelle Wyatt, for all that she has done, and all that she continues to do for our community.



Principal
West Bemis

TO: Principals

RE: School Volunteer Recognition Award

DATE: March 3, 2020

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PLEASE SEND THE FOLLOWING INFORMATION FOR YOUR VOLUNTEER

Name of Volunteer Margaret Collins

Address of Volunteer 279 Maple Spring Rd, Medon TN 38356

Email address of Volunteer collinsrd@belt-south.net

Phone number of Volunteer 731-697-9742

Principal's Name Kimberly Quinn

School Name Denmark

A letter on why you are nominating this Volunteer for your school

March 10, 2020

To the Jackson Madison County Board of Education:

It is with pleasure that I nominate Mrs. Margaret Collins for recognition as Denmark Elementary School's school volunteer for the 2019-2020 school year. For over three years, Mrs. Collins has volunteered her time at our school. Quality time with Mrs. Collins has helped many of our students to grow to become effective readers. She reinforces letter names and sounds as well as word recognition with small groups of kindergarten students and works on reading comprehension skills with 2nd graders. In addition to this, Mrs. Collins is a vital part of our Denmark Grannies initiative as she comes weekly to help our kindergarten through 2nd grade Tier III students overcome their learning gaps.

Despite the fact that she has retired from education as a career, she continues to give selflessly of her time as a grandparent here at our school. Her efforts are not limited to reinforcing reading skills. She also does whatever any teacher needs to ensure that students at Denmark are taken care of when she is in our building. We would be remiss if we did not acknowledge Mrs. Collins and the time she gives to help students and staff at Denmark. Please accept this letter as my recommendation.

Regards,



Kimberly N. Quinn, Ed.S.

TO: Principals

RE: School Volunteer Recognition Award

DATE: March 3, 2020

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PLEASE SEND THE FOLLOWING INFORMATION FOR YOUR VOLUNTEER

Name of Volunteer _____ Doug Roth _____

Address of Volunteer ___301 E. Main Jackson, TN_____

Email address of Volunteer ___doug.roth@bxs.com

Phone number of Volunteer __7314229295_____

Principal's Name ____Carolyn Caldwell_____

School Name __Alexander_____

A letter on why you are nominating this Volunteer for your school



To Whom It May Concern,

Please accept this letter as recommendation for Doug Roth as Alexander Elementary School's Volunteer of the year. Mr. Roth is and has been for many years a dedicated member of our school community. His passion for the students of Alexander is evidence by the service he provides for our students each year.

Mr. Roth spends an entire day each year grilling hotdogs for our students during our Field Day events, not only does he cook for them, but he also provides all the food he cooks. Mr. Roth volunteers to read to our students whenever we need him. He provides gift bags for our students for Christmas each year. He has made donations to our literacy night and provide food for our Fall Carnival. These are just a few reason why Mr. Roth is Alexander's Volunteer of the year.

Whenever we need something or someone, we never hesitate to call on Mr. Roth because we know he has and would never let us down.

Sincerely,

Carolyn Caldwell, principal

PLEASE SEND THE FOLLOWING INFORMATION FOR YOUR VOLUNTEER

Name of Volunteer - Heather Green

Address of Volunteer - 242 Ashport Road, Jackson TN 38305

Email address of Volunteer - hgreen61607@gmail.com

Phone number of Volunteer - 901-574-0691

Principal's Name - Melinda Harris

School Name - Community Montessori School

To: Mr. Ryan Kirkbride

From: Melinda Harris

Date: March 25, 2020

Re: Recommendation for School Volunteer

I am honored to be writing this letter of recommendation for Mrs. Heather Green as an outstanding school volunteer.

Mrs. Green has served as our PTO president for the 2019-2020 school year and served as a co-president during the 2018-2019 school year. She works tirelessly for our school and spends countless hours at CMS supporting the students and staff.

She is extremely creative and energetic and never ceases to ask for additional ways to help at our school. She is known and loved by both the students and staff and is willing to do whatever is asked of her to support our school. She is fiercely passionate about the mission of our school and is a wonderful advocate for our program.

Melinda Harris, Ed.D.
Principal

Name of Volunteer: Barry Cooper

Address of Volunteer: 900 East Chester St, Jackson TN 38301

Email of Volunteer: barryc@jacoa.org

Phone for Volunteer: 731-423-3653 ext. 224

Principal's Name: Janet Gore

School Name: Best Academy

Janet Gore would like to recognize Barry Cooper and JACO A because they have spent hours with our children who have experienced traumatizing situations and/or who struggle daily to maintain correct and appropriate behaviors while in school. JACO A purchased all the materials and created engaging, therapeutic and fun art activities for our students. They (JACO A staff) would visit our students on a monthly basis.

Michelle Boyd
2882 Old Medina Rd
Jackson TN 38305
731-217-2756
Kippi Jordan
Arlington ES

Michelle Boyd is a selfless, devoted volunteer at Arlington that has committed her time to bring joy and love to our school during her weekly visits with her and her furry, beautiful partner in crime, Mercee. Every week, Michelle and her therapy dog Mercee are the most sought-after visitors in the building when they come to school to read, play, and learn new tricks with our small group meetings. Michelle and Mercee are the “reward” for 3rd and 4th graders who set and achieve their personal goals. Dog group time is a highly prized activity that includes opportunities for the kids to read to Mercee, help her learn new tricks and spend time being loved on and listened to. Every week, Michelle invests her time in getting to know her new group and simultaneously follow up with identified special needs students. Michelle also takes the time to teach about animal wellness and safety. She has provided resources to students to help care for their pets and encouraged them to take responsibility for ownership and welfare of their extended family members. Michelle and Mercee have empowered us to enhance the social emotional learning of our students in tangible, non-traditional pathways.

TSBA Student Recognition Award

The five High Schools have submitted a name for the Student Recognition Award. I wanted you to know who each of the five High School Students are: Jahzara Butler – Liberty Tech, M’Kenzie-Alexandra Siyan Lumas-Harmon – JCM-ECH, Emily Wood – SSHS, Isabella Katherine Arthurs – Madison Academic and Maya Bridgeman – NSHS.

Each Principal was asked to nominate one current Junior Student at their school. The name is submitted to TSBA and they will contact the student nominee to let them know they have been nominated and provide them with the instructions on how to complete the application process.

TO: High Principals

RE: Student Recognition Award

DATE: March 3, 2020

The JMCSS School Board would like for each High School Principal to nominate a **current Junior** from your school for the Student Recognition Award. Tennessee School Board Association (TSBA) recognizes students from across the state who have distinguished themselves in academics, community and service activities and leadership roles and activities. Please read the information below and send your information to Ryan Kirkbride by **March 20, 2020**.

Awards will be given in each of the nine districts at the September Fall District Meetings. The nine district winners will be asked to write a 1000-word essay of a selected TSBA topic to be considered for the statewide overall winner. To determine a statewide winner, the nine (9) district winners will be interviewed by a committee appointed by the TSBA President. The statewide winner will be recognized at the TSBA Awards Luncheon of the Annual Convention in November and awarded a \$2,000 scholarship. Education Networks of America will give each district winner \$100 and the statewide overall winner \$1,000.

PLEASE SEND THE FOLLOWING INFORMATION FOR YOUR CURRENT JUNIOR STUDENT

Principal Name: James Barnett

Principal email: jbarnett@jmcass.org

Student Name: Jahzara Butler

Student email: jahzarabutler1738@gmail.com

Student phone: 731-426-4388

Student school: Liberty Technology Magnet High School

TO: High Principals

RE: Student Recognition Award

DATE: March 3, 2020

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PLEASE SEND THE FOLLOWING INFORMATION FOR YOUR CURRENT JUNIOR STUDENT

Principal Name: Nathaniel F. Lewis
Principal email: nflewis@jmcss.org
Student Name: McKenzie-Alexandra Siyan Lumas-Harmon
Student email: Mkenzie.Harmon@students.jmcss.org
Student phone: 731-618-960-4569
Student school: JCM Early College High

GPA - 3.5

Dean's List at Jackson State Community College in fall of 2019
completed 21 hrs. of college credit

Community service hrs. - 570 hrs.

Dance Team Captain

Art Club

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PLEASE SEND THE FOLLOWING INFORMATION FOR YOUR CURRENT JUNIOR STUDENT

Principal Name: Anita Tucker

Principal email: aatucker@jmcss.org

Student Name: Emily Wood

Student email: Emityewood10@gmail.com

Student phone: (731) 614-8456

Student school: South Side High School

TO: High Principals

RE: Student Recognition Award

DATE: March 3, 2020

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PLEASE SEND THE FOLLOWING INFORMATION FOR YOUR CURRENT JUNIOR STUDENT

Principal Name: Chad Guthrie
Principal email: cjguthrie@jmcSS.org
Student Name: Isabella Katherine Arthurs
Student email: zzarthurs@gmail.com
Student phone: 731-336-1521
Student school: Madison Academic Magnet High School

TO: High Principals

RE: Student Recognition Award

DATE: March 3, 2020

The JMCSS School Board would like for each High School Principal to nominate a **current Junior** from your school for the Student Recognition Award. Tennessee School Board Association (TSBA) recognizes students from across the state who have distinguished themselves in academics, community and service activities and leadership roles and activities. Please read the information below and send your information to Ryan Kirkbride by **March 20, 2020**.

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PLEASE SEND THE FOLLOWING INFORMATION FOR YOUR CURRENT JUNIOR STUDENT

Principal Name: Jason Bridgeman

Principal email: jebridgeman@jmcss.org

Student Name: Maya Bridgeman

Student email: Maya.Bridgeman@students.jmcss.org

Student phone: 615-605-9009

Student school: North Side High School

Due to the Covid-19, the decision on summer school locations and dates have not been decided.

School-Age childcare fees will remain the same for the 2020-2021 school year.

The Before and After Programs for Elementary Schools: \$25.00 per week for a child and an additional child at the cost of \$20.00 per week (2 hours a day)

Northeast Middle School Before and After Program: \$40.00 per week for a child and additional child at the cost of \$45.00 (3 hours day)

Due to the Covid-19, the decision on summer school locations and dates have not been decided.

School-Age childcare fees will remain the same for the 2020-2021 school year.

The Before and After Programs for Elementary Schools: \$25.00 per week for a child and an additional child at the cost of \$20.00 per week (2 hours a day)

Northeast Middle School Before and After Program: \$40.00 per week for a child and additional child at the cost of \$45.00 (3 hours day)

Special Course Application

Use this application for all special course applications **except** special courses aligning to a NEW CTE Special Program of Study.
Do not complete and send in this form. Only use this document to inform your district of the application questions.
 All applications must be completed on Formstack.

DISTRICT AND SCHOOL INFORMATION

Special Course Name: <u>Speech II</u>	School District Number:
School District Name: <u>Jackson Madison County</u>	Email:
District Contact Name:	Phone:

List the school(s) and state school number(s) where this course will be offered for the 2020-21 school year: Madison Academic

COURSE INFORMATION

Type of Course Career and Technical Education Enrichment General Education Special Populations ESL

When will this special course be offered? Fall Semester Spring Semester Year-long

Course Delivery Model: Will any portion of this course be delivered online? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Blended	If Online Delivery: <input type="checkbox"/> Asynchronous <input type="checkbox"/> Synchronous
---	--

Proposed Level of Special Course:
 Introduction (Level 1)
 Intermediate (Level 2)
 Advanced (Level 3)
 Capstone (Level 4)

Note: The final determination of the level of the special course will be included in the letter of approval.

Credit must be awarded in a specific area and cannot be requested simply as "elective credit." Select the content area for which credit would be awarded upon completion of this special course.

- | | |
|---|---|
| <input checked="" type="checkbox"/> English Language Arts
<input type="checkbox"/> Math
<input type="checkbox"/> Science
<input type="checkbox"/> Social Studies | <input type="checkbox"/> Fine Arts
<input type="checkbox"/> World Language
<input type="checkbox"/> Physical Education
<input type="checkbox"/> Wellness
<input type="checkbox"/> Special Populations |
|---|---|

Special course standards are attached and include all appropriate references to Tennessee Academic Standards No Yes

SPECIAL COURSE APPLICATION

Use this application for all special course applications **except** special courses aligning to a NEW CTE Special Program of Study. Use this document to compile and upload all information required to apply for a 2020-21 special course. It is necessary to fill out the document in its entirety for each unique Special Course. Incomplete submissions **will not** be reviewed.

SPECIAL COURSE DESCRIPTION	
1. District:	Jackson - Madison County
2. Course name:	Speech II
3. Course description:	attached
4. Course standards including alignment to Tennessee Academic Standards: This information may be provided in an uploaded separate document or included here. If a separate document is uploaded, please include District Name and Course Name along with standards information in that separate document.	see attached
5. Number of credit(s):	1
6. Pre-requisite course(s):	Speech I
7. Early postsecondary opportunities and/or industry certifications:	Forensics - collegiate level, National Forensics League
8. Teacher requirements:	
9. Provide justification for offering this special course (reason for including this course in the school program):	See attached opportunity for students to participate in National Speech Debate compete
10. Describe how this course was developed:	
11. List the names/titles of individuals who developed the course:	Sara Billingsley, National Speech and Debate
12. Content Area/Career Cluster (CTE Only):	
13. Industry Certification (CTE Only):	
14. Provide any other pertinent information about this course:	Attached



Education

2020-21 SPECIAL COURSE LOCAL APPROVAL AND ASSURANCES

Required for all special course applications

Special Course Name:

Speech II

School District:

Jackson-Madison County School System

We verify that the information on this application is complete and accurate. Assigning the proposed instructor to this special course will not preclude having all State Board of Education approved courses taught by appropriately endorsed teachers.

Date of Approval by Local Board of Education:

Chairperson's Signature

Date

Director of Schools' Signature

Date

Special Course Application

Use this application for all special course applications except special courses aligning to a NEW CTE Special Program of Study.

Do not complete and send in this form. Only use this document to inform your district of the application questions.

All applications must be completed on Formstack.

DISTRICT AND SCHOOL INFORMATION

Special Course Name: Speech III School District Number: _____
 School District Name: Jackson-Madison County Email: _____
 District Contact Name: _____ Phone: _____
 Contact Title: _____

List the school(s) and state school number(s) where this course will be offered for the 2020-21 school year: Madison Academic

COURSE INFORMATION

Type of Course Career and Technical Education Enrichment General Education Special Populations ESL

When will this special course be offered? Fall Semester Spring Semester Year-long

Course Delivery Model: Will any portion of this course be delivered online? No Yes

If Online Delivery: Asynchronous Synchronous

Proposed Level of Special Course: Introduction (Level 1) Intermediate (Level 2) Advanced (Level 3) Capstone (Level 4)

Note: The final determination of the level of the special course will be included in the letter of approval.

Credit must be awarded in a specific area and cannot be requested simply as "elective credit." Select the content area for which credit would be awarded upon completion of this special course.

- | | |
|---|---|
| <input checked="" type="checkbox"/> English Language Arts | <input type="checkbox"/> Fine Arts |
| <input type="checkbox"/> Math | <input type="checkbox"/> World Language |
| <input type="checkbox"/> Science | <input type="checkbox"/> Physical Education |
| <input type="checkbox"/> Social Studies | <input type="checkbox"/> Wellness |
| | <input type="checkbox"/> Special Populations |
| | <input type="checkbox"/> Career and Technical Education |
| | Specify career cluster: _____ |
| | Other: specify subject(s) included: _____ |

Special course standards are attached and include all appropriate references to Tennessee Academic Standards No Yes



Tennessee Department of
Education

SPECIAL COURSE APPLICATION

Use this application for all special course applications **except** special courses aligning to a NEW CTE Special Program of Study. Use this document to compile and upload all information required to apply for a 2020-21 special course. It is necessary to fill out the document in its entirety for each unique Special Course. Incomplete submissions **will not** be reviewed.

SPECIAL COURSE DESCRIPTION

1. District:	Jackson - Madison County
2. Course name:	Speech III
3. Course description:	attached
4. Course standards including alignment to Tennessee Academic Standards: This information may be provided in an uploaded separate document or included here. If a separate document is uploaded, please include District Name and Course Name along with standards information in that separate document.	see attached
5. Number of credit(s):	1
6. Pre-requisite course(s):	Speech I, II
7. Early postsecondary opportunities and/or industry certifications:	FORENSICS - COLLEGIATE level - NFL
8. Teacher requirements:	English secondary certification or Speech <i>see attached</i>
9. Provide justification for offering this special course (reason for including this course in the school program)	opportunity for students
10. Describe how this course was developed:	Participation in National Compete Speech and Debate
11. List the names/titles of individuals who developed the course:	Sara Billingsley, National Speech and Debate
12. Content Area/Career Cluster (CTE Only):	
13. Industry Certification (CTE Only):	
14. Provide any other pertinent information about this course:	attached

2020-21 SPECIAL COURSE LOCAL APPROVAL AND ASSURANCES

Required for all special course applications

Special Course Name:

Speech III

School District:

Jackson - Madison County School System

We verify that the information on this application is complete and accurate. Assigning the proposed instructor to this special course will not preclude having all State Board of Education approved courses taught by appropriately endorsed teachers.

Date of Approval by Local Board of Education:

Chairperson's Signature

Date

Director of Schools' Signature

Date

Course Description: This is a general study of the techniques of interscholastic debate and interpretation. Students are involved in detailed and extensive analysis of debate theory and technique with application of skills in competition. Students are also involved in analysis of literature to form pieces of interpretation. Participation in the National Speech and Debate regional / district tournament (forensics program) is a requirement. This course may be repeated for additional credit.

Public Forum Debate: Standards Addressed

● **Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11–12 topics, texts, and issues, building on others’ ideas and expressing their own clearly and persuasively**

- Come to discussions prepared, having read and researched material under study; explicitly draw on that preparation by referring to evidence from texts and other research on the topic or issue to stimulate a thoughtful, well- reasoned exchange of ideas.
- Work with peers to promote civil, democratic discussions and decision- making, set clear goals and deadlines, and establish individual roles as needed.
- Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.
- Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.

● **Students apply digital tools to gather, evaluate, and use information**

- Plan strategies to guide inquiry.
- Locate, organize, analyze, evaluate, synthesize, and ethically use information from a variety of sources and media.
- Evaluate and select information sources and digital tools based on the

appropriateness to specific tasks.

○ Process data and report results.

● **Students use critical thinking skills to plan and conduct research, manage projects, solve problems, and make informed decisions using appropriate digital tools and resources**

○ Identify and define authentic problems and significant questions for investigation.

○ Plan and manage activities to develop a solution or complete a project.

○ Collect and analyze data to identify solutions and/or make informed decisions.

○ Use multiple processes and diverse perspectives to explore alternative

Interpretation : Standards Addressed

The student will develop the skills to generate ideas, research topics, organize information, and create and evaluate oral presentations. This standard expands on Speaking and Listening standards SL.CC.1, SL.CC.2, and SL. PKI.5.

Speaking

Initiate and participate effectively with varied partners in a range of collaborative discussions on appropriate topics, texts, and issues, building on others' ideas expressing their own clearly and persuasively.

L.KL.3, SL.CC.1

Present information, findings, and supporting evidence, conveying a clear and distinct perspective so that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.

L.KL.3, SL.CC.2, W.TTP.2

Make strategic use of digital media and visual displays in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.

W.PDW.5-6

Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate.

L.CSE.1, L.KL.3, L.VAU.5, SL.PKI.6

Listening

Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric. RI.CS.4, SL.PKI.4, W.TTP.1-3

Assess the stance, premises, links among ideas, word choice, points of emphasis, and tone used.

L.VAU.4, RI.IKI.7-9, SL.PKI.4,

W.TTP.1, W.PDW.6

Note: These learning expectations for speech reflect student performance requirements for grades 9-12. Students in grades 6-8 may participate in programs with similar learning expectations with minor adaptations.

Speech and Communications: Grades 9-12

Credit:

Speech and Communication is best offered as a 1-credit course; however, districts may offer the course as a ½-credit course. Students will have fewer opportunities to master the skills of public speaking.

Goal Statement:

Students will explore a variety of speaking situations (informative, small group, persuasive, and special event speaking) and different types of communication (interpersonal, small group, and public communication) using a variety of digital media (text, audio, and visual) through formal and informal settings.

Content Standard:

The student will develop the skills to generate ideas, research topics, organize information, and create and evaluate oral presentations. This standard expands on Speaking and Listening standards SL.CC.1, SL.CC.2, and SL. PKI.5.

Learning Outcomes	ELA Standard Connection
Preparing	
Integrate multiple sources of information presented in diverse media formats.	L.KL.3, SL.PKI.5
Make informed decisions and solve problems.	RI.KID.1-3, SL.CC.2
Evaluate the credibility and accuracy of each source and note any discrepancies among the data.	L.KL.3, L.VAU.5, RI.CS.4-6
Speaking	
Initiate and participate effectively with varied partners in a range of collaborative discussions on appropriate topics, texts, and issues, building on others' ideas expressing their own clearly and persuasively.	L.KL.3, SL.CC.1
Present information, findings, and supporting evidence, conveying a clear and distinct perspective so that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.	L.KL.3, SL.CC.2, W.TTP.2
Make strategic use of digital media and visual displays in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.	W.PDW.5-6
Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate.	L.CSE.1, L.KL.3, L.VAU.5, SL.PKI.6
Listening	
Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric.	RI.CS.4, SI.PKI.4, W.TTP.1-3
Assess the stance, premises, links among ideas, word choice, points of emphasis, and tone used.	L.VAU.4, RI.KI.7-9, SL.PKI.4, W.TTP.1, W.PDW.6

Digital Literacy	
Use a range of technology tools for varied purposes.	RI.IKI.7-9, L.VAU.4, RI.CS.4-6, SL.PKI.5
Use technology strategically to find and evaluate information.	RI.IKI.7-9, L.VAU.4, RI.CS.4-6, SL.CC.3, SL.PKI.5, W.RBPK.8
Use technology to connect and collaborate with others.	L.KL.3, RI.IKI.7-9, SL.CC.1
Use technology to produce and share content.	L.CSE.2, SL.PKI.4
Initiate and participate in both in-person and digital communication.	L.KL.3, SL.CC.1
Participate in a variety of activities hosted through learning management systems, such as Blackboard or Moodle, to prepare for future educational achievement.	
Integrate rules for digital citizenship.	L.CSE.2, SL.PKI.5
Remix, reimagine, tweak, hack, and repurpose media in compelling, credible, and legal ways.	L.KL.3, W.RBPK.8, SL.PKI.5
Identify what information is private and what is social and how to make changes accordingly.	SL.PKI.4, W.RW.10

Note: These learning expectations for speech reflect student performance requirements for grades 9-12. Students in grades 6-8 may participate in programs with similar learning expectations with minor adaptations.

SCHOOL BOARD ANNUAL AGENDA 2019-2020

JANUARY

1. APPROVAL OF TSBA DISTRICT POLICY MANUAL UPDATING SERVICE AGREEMENT (**RENEWAL YEAR**) This is a **3-year agreement, after the Board approves the agreement must send to Finance Department County director for approval**
2. SCOPE CONFERENCE (ALWAYS HELD IN MARCH)
3. REVIEW BOARD POLICIES – SECTION 2 FISCAL MANAGEMENT
4. APPROVAL OF HEARING OFFICERS – **DECEMBER was approved**
5. BOARD BUDGET PRIORITY **APPROVAL** (this is not an approval by the Board, a summary is provided by JMCSS Finance Department from Board Budget requested made by the Board)

FEBRUARY

1. REVIEW BOARD POLICIES – SECTION 5 – PERSONNEL (THROUGH POLICY 5.310)
2. REGISTER FOR STUDENTS AND CHAPERONES FOR SCOPE

MARCH

1. POLICY 4.401-TEXTBOOK EXAMINATION (CENTRAL OFFICE)
2. REVIEW BOARD POLICIES – SECTION 5 – PERSONNEL (BEGINNING WITH POLICY 5.400)
3. TSBA SCHOOL VOLUNTEER AWARD AND STUDENT RECOGNITION AWARD -**send to Principals**
4. SCOPE PRESENTATION OF CERTIFICATES AFTER CONFERENCE

APRIL

1. APPROVAL OF SUMMER SCHOOL LOCATIONS, TUITION, DATES (CENTRAL OFFICE)
2. TEXTBOOK ADOPTION (CENTRAL OFFICE)
3. APPROVAL OF FEES FOR BEFORE AND AFTER SCHOOL DAY PROGRAMS (CENTRAL OFFICE)
4. REVIEW BOARD POLICIES – SECTION 6 (THROUGH POLICY 6.319)
5. TSBA SCHOOL VOLUNTEER AWARD AND STUDENT RECOGNITION AWARD APPROVAL BY BOARD – DEADLINE IS MAY 1ST

MAY

1. APPROVAL OF AND AUTHORIZATION FOR THE SUPERINTENDENT TO HANDLE THE CONSOLIDATED FEDERAL APPLICATION FOR THE ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA) AND THE INDIVIDUAL WITH DISABILITIES ACT (IDEA)-ACTION INCLUDES FILING NECESSARY BUDGET REVISIONS, ADDENDUMS OR TRANSFER REQUEST (TITLE 1 PROGRAM)
2. PRESENTATION OF CERTIFICATES TO STUDENT ADVISORY
3. REVIEW BOARD POLICIES – SECTION 6 – STUDENTS (BEGINNING WITH POLICY 6.400)
4. BUDGET APPROVAL
5. TEACHER OF YEAR LUNCHEON (NOTIFY BOARD MEMBERS IN ADVANCE)
6. TEACHER APPRECIATION WEEK (BOARD DELIVERY TO SCHOOLS)
7. HIGH SCHOOL GRADUATIONS (NOTIFY BOARD MEMBERS IN ADVANCE)
8. SUPERINTENDENT EVALUATION –SEND EVALUATION TO BOARD MEMBERS
9. TEACHERS GOING ON TENURE AND INFORMATION TO BE REVIEW BY BOARD

JUNE

1. APPROVAL OF AND AUTHORIZATION FOR SUPERINTENDENT TO HANDLE CONSOLIDATED APPLICATION FOR NO CHILD LEFT BEHIND ACT
2. TSBA BOARD OF DIRECTORS APPLICATION
3. SUPERINTENDENT CONTRACT (YEARLY TO EXTENT CONTRACT AND DIFFERENT DURING AN ELECTION YEAR)
4. REPORT ON SUPERINTENDENTS'S EVALUATION

JULY (YEAR STARTS OVER)

1. TSBA FALL DISTRICT MEETING (ALWAYS HELD IN SEPTEMBER)
2. TSBA AWARD FOR EXCELLENCE IN EDUCATION PROGRAM APPLICATION DUE
3. APPROVAL OF SCHOOL BOARD CONFERNECES, WORKSHOPS AND CONVENTIONS – POLICY 1.204

AUGUST

1. TSBA LEADERSHIP CONFERNECE AND CONVENTION (ALWAYS HELD IN NOVEMBER)
2. TSBA LEVEL V – MASTER SCHOOL BOARD MEMBER APPLICATION DEADLINE
3. TSBA SCHOOL BOARD (JMCSS) OF THE YEAR
4. TSBA ALL TENN SCHOOL BOARD (INDIVIDUALS)
5. TSBA SCHOOL OF THE YEAR FOR EXCELLENCE
6. TSBA BOARD OF DIRECTORS OFFICER DEADLINE
7. DISTRICT BOARD ELECTIONS EVERY TWO YEARS
8. NEW SCHOOL BOARD ORIENTATION EVERY TWO YEARS
9. STUDENT ADVISORY COMMITTEE TO BE SELECTED

SEPTEMBER

1. PUBLIC HEARING NOTICE ON FAMILY LIFE EDUCATION PROGRAM (STAFF)
2. APPROVAL OF EXTENDED CONTRACT PLAN (STAFF)
3. ELECTION OF SCHOOL BOARD OFFICES (Chairman, Vice-Chairman, Parliamentarian, TLN Representative)
4. COMMITTEE APPOINTMENTS –BOARD CHAIRMAN (Long Range, Insurance, Budget, Education Vision, Policy, Technology, Sick Leave Bank, Code of Ethics)
5. REVIEW BOARD POLICIES – SECTION 1 – SCHOOL BOARD OPERATIONS
6. NSBA ANNUAL CONFERENCE
7. ELECTION OF NEW SCHOOL BOARD MEMBERS EVERY TWO YEARS

OCTOBER

1. TEXTBOOK COMPLIANCE – TCA 49-3-310 (4) (a) –**REMOVE FROM ANNUAL CALENDAR**
2. REVIEW BOARD POLICES – SECTION 3 – SUPPORT SERVICES

3. BOARD RETREAT
4. BOARD TO START SETTING UP DATES TO MEET WITH LEGISLATORS IN NOVEMBER OR DECEMBER
5. WINSTON TRUETT – FISCAL SERVICES

NOVEMBER

1. REVIEW OF BOARD VISION AND MISSION
2. APPROVAL OF COMPLIANCE REPORT
3. APPROVAL OF TEXTBOOK ADOPTION (CTE DEPT) – YEARS WHEN TO APPROVE
4. REVIEW BOARD POLICIES – SECTION 4 – INSTRUCTIONAL SERVICES
5. REVISE STRATEGIC PLAN

DECEMBER

APPROVAL OF SCHOOL CALENDAR (FROM CENTAL OFFICE)

Tennessee Department of Education School Board Academy



Catalog of Events
July 1, 2019 - June 30, 2020

A collaborative effort between

Tennessee School Boards Association
Dr. Tammy Grissom, *Executive Director*

Tennessee Department of Education

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At a Glance: Organization of School Board Academy Modules

Basic Core Modules

- Advocating the Board's Vision
- Board Policy and Operations
- Board/Superintendent Relations
- School Law
- Board's Role in School Finance

It is strongly recommended that the core modules are taken first.

Elective Module

A Deep Dive Into Boardsmanship

This session is designed for seasoned board members who have completed Orientation and a majority of the core modules.

Online Modules

- eBoardsmanship
- Legal Issues Impacting School

Online modules may be taken to fulfill state training requirements; however, it is strongly recommended that the basic core modules are taken first.

Joint Academy Modules

- **Teaming and the School Board: Working Together to Improve Student Achievement** (*one-day event*)
- **Planning: A Joint Venture Part I and Part II** (*one or two-day event*)

Board members attend the joint academy modules as a team along with their superintendent. Joint Academy modules may be taken to fulfill state training requirements.

Optional Credit Modules

- TSBA Summer Law Institute
- TSBA/TETA Technology Safety Symposium
- TSBA Board Chairman Workshop
- TSBA Leadership Conference
- TETA Administrator's Technology Academy

Optional credit modules may be taken to fulfill state requirements. Registration fees are associated with some Optional Credit Modules.

2019-2020 School Board Academies By Date

2019		
Topic	Location	Date
TSBA Summer Law Institute	Gatlinburg	July 19-20 (Fri-Sat)
TSBA/TETA Technology Safety Symposium	TSBA	August 23 (Fri)
TSBA Board Chairman Workshop	TSBA	October 4 (Fri)
TSBA Leadership Conference	Nashville	November 14-15 (Thu-Fri)
2020		
New Board Member Orientation	TSBA	January 9-10 (Thu-Fri)
Board's Role in School Finance	TSBA	January 16 (Thu)
Administrator's Technology Academy	Henderson	January 21 (Tue)
Board's Role in School Finance	Johnson City	January 23 (Thu)
Board's Role in School Finance	Jackson	January 30 (Thu)
A Deep Dive into Boardsmanship Distance Learning Sites - McMinn County - Lauderdale County	TSBA	February 4 (Tue)
Administrator's Technology Academy	Knoxville	February 25 (Tue)
Board/Superintendent Relations	Knoxville	March 5 (Thu)
Administrator's Technology Academy	Murfreesboro	March 11 (Wed)
Board/Superintendent Relations	Jackson	March 12 (Thu)
Board/Superintendent Relations Distance Learning Sites - McMinn County - Lauderdale County	TSBA	March 26 (Thu)
School Law	Jackson	April 3 (Fri)
School Law	TSBA	April 13 (Mon)
School Law	Knoxville	April 21 (Tue)
Board Policy and Operations	Knoxville	May 5 (Tue)
Board Policy and Operations Distance Learning Sites - McMinn County - Lauderdale County	TSBA	May 8 (Fri)
Board Policy and Operations	Jackson	May 12 (Tue)
Advocating the Board's Vision	Johnson City	June 2 (Tue)
Advocating the Board's Vision	TSBA	June 5 (Fri)
Advocating the Board's Vision	Jackson	June 10 (Wed)
TSBA Summer Law Institute	Jackson	June 26 (Fri)
Other		
Planning: A Joint Venture	Scheduled by request with majority of board & superintendent in attendance Teaming and the School Board Scheduled by request with majority of board & superintendent in attendance	
Teaming and the School Board	Scheduled by request with majority of board & superintendent in attendance Teaming and the School Board Scheduled by request with majority of board & superintendent in attendance	
eBoardsmanship (online)	Individually scheduled by request	
Legal Issues Impacting School Boards (online)	Individually scheduled by request	

State Laws and Regulations

Tenn. Code Ann. 49-2-202(a)(6)

All board members shall be properly trained during their service on the board of education. The minimum requirements for this training shall be established by the state board of education and shall include an annual session for all board members.

STATE BOARD OF EDUCATION RULES AND REGULATIONS, 0520-1-2-.11

- (1) Every member of a local board of education shall participate annually in seven hours of training provided by the School Board Academy. In addition, all newly-elected members of a local board of education shall attend a fourteen hour orientation during their first year in office.
- (2) The School Board Academy shall be administered by the State Department of Education.
- (3) The annual program of the School Board Academy will consist of modules approved by the State Board of Education. The Tennessee School Boards Association (TSBA) shall develop and conduct the majority of the approved modules.
- (4) A School Board Academy Advisory Committee shall be established by the State Board of Education. The Advisory Committee will be responsible for evaluating academy programs. The Advisory Committee will also be responsible for recommending an annual program plan for the academy prior to the beginning of each school year for approval by the State Board of Education. The Advisory Committee will include the Executive Director and the President of the Tennessee School Boards Association, a member of the State Board of Education, the President of the Tennessee Organization of School Superintendents, and the Commissioner of Education or his designee. It will also include others appointed by the State Board of Education for terms designated by the State Board of Education.

Attendance Requirements

EXPERIENCED BOARD MEMBERS

Before January 1, 2019

- Must complete one module before June 30, 2020.
- Must attend the entire module in order to receive credit.

NEW BOARD MEMBERS

After January 1, 2019

- Must attend a two-day Orientation by June 30, 2020.
- Must attend one Module by June 30, 2020.
- It is recommended that board members complete the basic core modules first.
- Must attend the entire module in order to receive credit.

EXCEPTIONS

Exceptions are granted only when extraordinary circumstances prevent a board member from attending a regularly scheduled School Board Academy. The request for an exception must be submitted to Grace Jones at the Tennessee Department of Education Division of Teachers and Leaders at grace.jones@tn.gov or mailed to the below address:

12th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

The request submitted by the superintendent or his/her designee must be accompanied by:

- A certified statement from a physician, if applicable.
- A record of action on the request for an exception by the local board of education at a public meeting.

How to Register

GENERAL INFORMATION

- A limited number of space is available for each School Board Academy.
- In-person sessions with fewer than ten registrants may be cancelled.
- Distance learning sites with fewer than five registrants may be cancelled.

REGISTRATION PROCEDURES

- Review requirements for school board member attendance for the 2019-2020 training cycle.
- Examine the module descriptions you are considering.
- The basic content of the core modules does not change; therefore, board members should only take the core modules once.
- Select the module you wish to attend.
- Complete the applicable registration form found in this catalog or register online at www.tsba.net, scroll over the tab "School Board Academies" or "TSBA Meetings", and click on the drop-down for the meeting you are interested in attending.
- Forward forms to:
TSBA
ATTN: Registrar
525 Brick Church Park Drive
Nashville, TN 37207
Phone: 800-448-6465
Fax: 615- 815-3911
registrar@tsba.net

INFORMATION ABOUT DATES, LOCATION AND DIRECTIONS

If you need to confirm the date and location of an Academy session or need directions, call the Tennessee School Boards Association at 615/815-3908. Information may also be obtained through the TSBA Website at www.tsba.net.

Stipend

New Board Members

Orientation = \$150.00 Stipend (*attendance at both days is required to receive the \$150.00 stipend*)

One 7 hour Module = \$75.00 Stipend

Experienced Board Members

One 7 hour Module = \$75.00 Stipend OR

Planning: A Joint Venture (one-day) = \$75.00 Stipend OR

Planning: A Joint Venture (two-day) = \$150.00 Stipend

While the state provides a stipend for attendance at School Board Academies, meals are not included. However, they do provide for morning and afternoon breaks.

Orientation

LOCATION/DATES

TSBA January 9-10, 2020 (Thu-Fri)

Objective:

To provide an overview of the roles, responsibilities and legal duties of school board members.

Special Consideration:

Board members who assumed office after January 1, 2019, are required to attend the Orientation session before June 30, 2020.

Description:

This session is designed to meet the needs of new board members. Through active participation in this session, you learn the do's and don'ts of effective boardsmanship.

Major topics covered during the session include:

- Education's Governance Structure
- Basics of Boardsmanship
- Finance
- Promotion of the School System
- Board Policies
- Planning
- School Law
- Board/Superintendent Relations
- Board/Staff Relations
- Board/Student Relations
- Hot Topics Facing School Boards

Basic Core Modules

Board's Role in School Finance
Board/Superintendent Relations
School Law
Board Policy and Operations
Advocating the Board's Vision

The basic content of the core modules does not change; therefore, board members should only take the core modules once.

Board's Role in School Finance

LOCATIONS/DATES

TSBA	January 16, 2020 (Thu)
Johnson City	January 23, 2020 (Thu)
Jackson	January 30, 2020 (Thu)

Objective:

To provide an overview of the board's role in developing the school system budget.

Description:

In this session, board members will learn their role in the budget process and how it relates to the board's mission and vision for the school system.

Major topics covered during the session include:

- History of School Finance
- Overview of the BEP
- Local Revenue and Federal Funds
- Budget Process
- How to Read a Budget Document
- Factors Affecting a Budget
- Building Support for the Budget

Board/Superintendent Relations

LOCATIONS/DATES

Knoxville	March 5, 2020 (Thu)
Jackson	March 12, 2020 (Thu)
TSBA	March 26, 2020 (Thu)

Objective:

To provide an overview of the roles and responsibilities of the school board and the superintendent.

Description:

This session focuses on ways to select a superintendent, build the board/superintendent team, and evaluate the performance of the superintendent. During the course of the session, you will have the opportunity to look closely at both roles and learn more about interrelationships and independence – two essential elements for successful and productive relations. Participants will also review the elements of a superintendent contract.

Major topics covered during the session include:

- Job Descriptions of Board Members/Superintendents
- Roles and Expectations of Superintendent/Board
- Superintendent Selection
- Employment Contract
- Team Development
- Superintendent Performance Evaluations
- Code of Ethics

School Law

LOCATIONS/DATES

Jackson April 3, 2020 (Fri)
TSBA April 13, 2020 (Mon)
Knoxville April 21, 2020 (Tue)

Objective:

To determine the legalities that govern the school board.

Description:

School board members must be familiar with the legal issues that affect policy. In this session, participants review the legal duties of the school board and the Tennessee Sunshine Law.

Major topics covered during the session include:

- Duties and Powers of the Board, Superintendent, and Local Legislative Body
- Open Meetings and Open Records
- Ethics
- Students' Rights
- Employee Rights

Board Policy and Operations

LOCATIONS/DATES

Knoxville	May 5, 2020 (Tue)
TSBA	May 8, 2020 (Fri)
Lauderdale County - <i>Distant Learning Site</i>	May 8, 2020 (Fri)
McMinn County - <i>Distant Learning Site</i>	May 8, 2020 (Fri)
Jackson	May 12, 2020 (Tue)

Objective:

To provide an overview of the responsibilities of the board and superintendent in board operations and policy development, implementation, monitoring, and evaluation.

Description:

This session focuses on the importance of school board policy and school board operations. Board Members will discuss policy development, parliamentary procedure, and board meeting procedures.

Major topics covered during the session include:

- Structure of Policy
- Policy Development
- Policy Review, Revision, and Oversight
- Administrative Procedures
- Board Operations
- Parliamentary Procedure
- The Board and Employees

Advocating the Board's Vision

LOCATIONS/DATES

Johnson City	June 2, 2020 (Tue)
TSBA	June 5, 2020 (Fri)
Jackson	June 10, 2020 (Wed)

Objective:

To explore the board's role in creating a vision for excellence for all students and in building public support to achieve the vision.

Special Consideration:

Board Members must bring a laptop, iPad, or tablet to this session, along with a copy of their board's strategic plan.

Description:

In this session, participants engage in discussion to learn what vision is, how it is created and the critical components it must include. Board members discover how to build public support from all stakeholders for their school district vision, mission and goals. During this session, participants will see the connection between standards of excellence in all areas of the school operation and the vision that they set as a school board. They will also learn how to use data to assess needs, set goals and determine priorities for the school system.

Major topics covered during the session include:

- Exercising Board Leadership Through the Visioning Process
- Why Boards Need to Have a Vision
- What Vision Is-What Vision Does-What Kills Vision
- Role of the Board and Superintendent in the Vision and Planning Process
- Vision of Students Today
- Translating Vision into Action
- Using Data to Assess Needs and Setting Goals
- Building Stakeholder Support for the Vision
- Working with the Media
- Board's Role as a Creator of Public Opinion

Elective Module

A Deep Dive Into Boardsmanship

Elective modules may be taken to fulfill state training requirements; however, it is strongly recommended that the basic core modules are taken first.

A Deep Dive Into Boardsmanship

LOCATIONS/DATES

TSBA	February 4, 2020 (Tue)
Lauderdale County - <i>Distant Learning Site</i>	February 4, 2020 (Tue)
McMinn County - <i>Distant Learning Site</i>	February 4, 2020 (Tue)

Objective:

To provide a deep dive for seasoned board members into the most important aspects of boardsmanship.

Special Consideration:

This session is designed for seasoned board members who have completed Orientation and a majority of the core modules.

Description:

This session will explore, in depth, answers to the many questions that have arisen since the new board member took office and first attended the Orientation module.

Major topics covered during the session include:

- The Evolution of Boardsmanship
- Promotion of the School System
- School Law
- Board/Superintendent Relations
- Board Relationships with Staff/Students
- Hot Topics Facing School boards

Online Modules

eBoardsmanship Legal Issues Impacting School Boards

Online modules may be taken to fulfill state training requirements; however, it is strongly recommended that the basic core modules are taken first.

eBoardsmanship (*online course*)

Individually scheduled by request. This module can only be taken once.

Objectives:

1. To provide a Boardsmanship Profile to board members.
2. To offer recommendations to increase knowledge and skills in key areas.
3. To determine the effectiveness of the School Board Academy Modules.

Special Considerations:

- Board members must have access to a computer with internet connectivity.

Description:

This assessment module is a way for board members, the Tennessee Department of Education and TSBA to work hand in hand to determine if the modules are taught in a way that is helpful and memorable to you. This tool identifies your areas of expertise and provides suggestions for obtaining additional information in areas that can help you, as a board member, to grow professionally.

TSBA will provide a web-based “eBoardsmanship” module and you will work through the four sections of the module:

- 1) Board Game
- 2) Mini-Scenarios
- 3) Structured Situational Analysis
- 4) Video Clips

Once you have completed the four sections online, your responses will be tabulated and the results provided to you online in a Boardsmanship Profile that identifies your expertise in each of the Modules. The profile includes an explanation of scores as well as suggestions and ideas to help you further develop your knowledge and skills. Verifications of completion will be sent to TSBA.

Legal Issues Impacting School Boards

(online course)

Individually scheduled by request. This module can only be taken once.

Objective:

To provide board members with a basic understanding of key school law issues and keep board members up to date on the most current developments in school law so they will have the information they need to make sound reasonable decisions.

Special Considerations:

- Board members must have access to a computer with internet connectivity.

Description:

This online module consists of seven separate modules each covering a different school law issue. The modules may be completed as a group or may be done on an individual basis however to receive school board academy credit, all modules must be completed during the 2019-2020 fiscal year.

The modules include:

- Open Meetings and Open Records
- Parliamentary Procedure
- Employee Rights and Relations
- Ethical Guidelines for School Board Members
- Legislative Advocacy and the School Board
- The Bill of Rights and its Impact on School Districts
- The Board-Superintendent Relationship

Joint Academy Modules

**Teaming and the School Board: Working Together to
Improve Student Achievement**

Planning: A Joint Venture Part I and Part II

*The superintendent and the board must attend these sessions as a team.
No partial credit will be granted.*

Teaming and the School Board

Scheduled by Request

Objective:

To increase collaboration and productivity in a school governance team and support high achievement for all children.

Special Consideration:

The superintendent and majority of the school board must attend.

Description:

Managing a school system is “big business” that educates the majority of tomorrow’s citizens and the success of a school governance team is directly related to the future of our nation.

Major topics covered during the session include:

- Understanding Groups and Teams
- Behavior of School Board Members in Board Situations
- Effective Communication Among the Board Team
- Effective Governance Team
- Trust Building Behaviors
- Build an Effective Board/Superintendent Relationship

Planning: A Joint Venture Part I & II

Scheduled by Request

Objectives:

1. To develop practical skills and increase knowledge in the planning process.
2. To provide superintendents and board members with methods to develop a common vision and mission statement.
3. To develop strategies for setting system goals.
4. To monitor/evaluate results to bring about systematic change.
5. To provide follow-up and support in Part II for boards who have previously attended a Joint Venture Session.

Special Considerations:

- The superintendent and majority of the school board must attend.
- Superintendents and school board members meet in large group, presentation, and discussion sessions with other systems as well as with team members in small group settings throughout the two-day workshop experience. The casual meeting site facilities provide a relaxed atmosphere and open communication.

Description:

Planning: A Joint Venture I

The importance of planning for a school system's future is the major focus of this institute. The Tennessee Department of Education and the Tennessee School Boards Association present the steps for establishing a school system's mission and vision. Also included are strategies to help you plan for school improvement through goal setting, and definitions of strategies, as well as methods to monitor and evaluate results to help you modify plans over time. Participants discuss how to incorporate the State Department of Education's Strategic Plan and the State Board of Education's Performance Standards/Master Plan into a school system's plan.

Planning: A Joint Venture II

For those boards that have attended Planning: A Joint Venture I, Planning: A Joint Venture II is available. In this session boards review their beliefs and mission statements and report the progress they have made toward their goals. Prior to the sessions, board members are asked to complete a board self-evaluation instrument and send it back to TSBA to tabulate and analyze. During the session, the facilitator shares the results with the board and leads members through a process to discover ways to improve. Each board has the opportunity to further develop its strategic plan, including in-depth exploration of a board project, or the board may focus exclusively on plans for board improvement.

Optional Credit Modules

TSBA Summer Law Institute
TSBA/TETA Technology Safety Symposium
TSBA Board Chairman Workshop
TSBA Leadership Conference
TETA Administrator's Technology Academy

*Optional Credit Modules fulfill annual training requirements.
Registration fees are associated with some Optional Credit Modules.*

TSBA Summer Law Institute

LOCATIONS/DATES

Gatlinburg July 19-20, 2019 (Fri-Sa)
Jackson June 26, 2020 (Fri)

Objectives:

1. To review current legal and legislative issues and to develop understanding of these issues.
2. To discover implications for board members and school systems.

Description:

Are you interested in the most up-to-date decisions regarding school cases in Tennessee as well as the rest of the nation? Do you want to know what laws were passed by the General Assembly in the last session? Then this training is for you! During this meeting participants are provided with a review of Tennessee and national school cases, the Attorney General Opinions, and new laws passed by the General Assembly.

A registration fee is associated with this institute. To register contact TSBA.

TSBA/TETA Technology Safety Symposium

LOCATION/DATE

TSBA August 23, 2019 (Fri)

Objective:

To provide critical information to board members on how to keep their students safe from online predators and their school district up-to-date on the latest technology.

Description:

During this symposium, attendees will be given an overview of social and emotional learning with the use of technology; data privacy with vendors; appropriate behavior of employees on social media; digital citizenship with students and the uses of eRate funds. The U.S. Department of Homeland Security will give a presentation on how to keep children safe from online predators through education and awareness; how to stay safe online and how to report abuse and suspicious activity.

A registration fee is associated with this workshop. To register contact TSBA.

TSBA Board Chairman Workshop

LOCATION/DATE

TSBA October 4, 2019 (Fri)

Objective:

To provide board chairmen with critical information about the duties and responsibilities of their leadership role.

Description:

As the board chairman, your role on the board takes on a new dimension. This workshop was developed to help you meet the requirements of your position and provide tools to assist you to build a better school board.

Effective meeting management is a major focus of this session. You are also introduced to parliamentary procedure, legal requirements of board meetings, and staff relations. Participants are engaged in activities that develop critical skills to deal more effectively with media and the public.

A registration fee is associated with this workshop. To register contact TSBA.

TSBA Leadership Conference

LOCATION/DATES

Nashville November 14-15, 2019 (Thu-Fri)

Objective:

To provide local board chairmen with the necessary tools to work effectively with the superintendent, other members of the board, the local funding agency and the public to improve student achievement.

Description:

In this workshop you have the opportunity to network with other experienced board chairmen. This interaction enables you to examine leadership styles, team building techniques and to learn the traits of effective leaders.

A registration fee is associated with this conference. To register contact TSBA.

TETA Administrator's Technology Academy

LOCATIONS/DATES

Henderson	January 21, 2020 (Tue)
Knoxville	February 25, 2020 (Tue)
Murfreesboro	March 11, 2020 (Wed)

The Tennessee Educational Technology Association (TETA) Administrator's Technology Academy is held every year at three regional locations. The goal of the academies is to provide new and innovative ways to implement technology with the goal of improving student learning.

To register, contact TETA Executive Director, Joan Gray at Joan.Gray@teta.org.

School Board Academy Local Option Credit

The School Board Academy program offers Local Option Credit. Individual boards of education can submit a training workshop that they are conducting in their system for possible local option credit by submitting a request form to the Tennessee Department of Education Office of Deputy Commissioner/Chief Academic Officer and Division of Teachers and Leaders before the training occurs. The request form and guidelines for Local Option Credit may be obtained from TSBA's website at *www.tsba.net*, then click on the tab titled, "School Board Academies", and then select the link on the right-hand column titled, "Local Option Credit Form". Email the completed form and supporting material to *grace.jones@tn.gov*.

The form must include the title and description of the workshop along with the total number of hours. The goals of the Local Option training must reflect the School Board Competencies identified in the School Board Academy Program. If approved, school board members can use this local training event to fulfill their mandatory school board training requirement. Registration, cost and other expenses to attend are the responsibility of the individual board member.

Tennessee Department of Education

2019-2020 School Board Academy

NEW BOARD MEMBER (After January 1, 2019) Registration Form

Name of School System: _____

Name: _____

Mailing Address: _____

City: _____ Zip: _____

Daytime Phone with Area Code: (_____) _____

Email Address: _____

School board members elected/appointed after January 1, 2019, are required to attend a two-day **Orientation Module** and **one Academy Module** before June 30, 2020.

A. I will be attending the Orientation Module on January 9-10, 2020 at the TSBA Headquarters in Nashville, Tennessee.

B. **Academy Module:** Please list the title, location and date of the annual academy module you would like to attend.

Academy Module: _____
Title Location Date

Submit Form to TSBA via:

Email: registrar@tsba.net

Fax: (615) 815-3911

For registration information or assistance call the Tennessee School Boards Association at 800-448-6465, ext. 3908 or (615) 815-3908.

Tennessee Department of Education
2019-2020 School Board Academy

EXPERIENCED BOARD MEMBER
(Before January 1, 2019)
Registration Form

Name of School System: _____

Name: _____

Mailing Address: _____

City: _____ Zip: _____

Daytime Phone with Area Code: (_____) _____

Email Address: _____

Experienced board members must attend ONE Academy Module before June 30, 2020.

Please list the title, location and date of the annual academy module you would like to attend.

Academy Module: _____
Title Location Date

Submit Form to TSBA via:

Email: registrar@tsba.net

Fax: (615) 815-3911

*For registration information or assistance call the Tennessee School Boards Association at
800-448-6465, ext. 3908 or (615) 815-3908.*

Tennessee School Boards Association

525 Brick Church Park Drive

Nashville, TN 37207

www.tsba.net

Date Requested	Requisition #	PO#	Vendor	OBJECT	PO Amount
					\$ 226,732.00
7/8/2019	20000556	2000397	Rainey/Kizer	533100	175000.00
7/8/2019	20000349	2000220	Park Vista-Gatlinburg	552400	300.00
7/15/2019	20001017	2000884	TSBA BOEconnect	547100	2000.00
7/9/2019	20000725	2000574	Leadership Registrtation	552400	4000.00
7/9/2019	20000726	2000575	Leadership Gaylord	552400	5000.00
7/9/2019	20001192	2001064	TSBA Fall District	552400	660.00
			refund Kevin	60.00	
7/15/2019	20001016	2000883	TSBA Membership	532000	8347.00
7/9/2019	20000775	2000709	Sam's	549900	1000.00
7/17/2019	20001119	2000989	Wal-mart	549900	200.00
7/18/2019	20001193	2001065	TSBA Board Chairman	552400	375.00
7/19/2019	20001190	2001063	TSBA/TETA Conference	552400	625.00
7/30/2019	20001495	2001354	Lexis Nexis Books	549900	450.00
8/13/2019	20002225	2001996	Heavenly Ham	549900	250.00
9/12/2019	20003214	2002911	Kent Freeman	549900	200.00
			POCO #2002911		200.00
9/23/2019	20003600	2003280	Hobby Lobby	549900	150.00
8/7/2019	20002001	2001790	Liberty Culinary	549900	150.00
10/18/2019	20004508	2004108	NSBA registration	552400	3500.00
11/8/2019	20005252	2004780	NSBA Hyatt hotel	552400	4000.00
3/11/2020	20008962	2008245	Marriott Marquis Chicag	552400	2500.00
2/25/2020	20008326	2007675	NSBA flight	552400	1500.00
10/28/2019	20004779	2004332	Panera Bread	549900	100.00
10/28/2019	20004778	2004330	Chick-fil-A	549900	100.00
10/29/2019	20004771	2004374	Tacos 4 Life	549900	300.00
12/8/2019	20005993	2005543	Heavenly Ham	549900	200.00
12/4/2019	20005951	2005430	The Blacksmith	549900	250.00
12/27/2019	20006570	2005961	TSBA Policy Agreement	532000	5500.00
1/15/2020	20007058	2006467	SCOPE Registration	552400	700.00
1/28/2020	20007438	2006820	Board of Dist Plaque	549900	125.00

1/28/2020	20007439	2006821	Board Secretary Conf	552400	125.00
1/30/2020	20007570	2006935	Old Country Bd of Dist	549900	100.00
2/3/2020	20007654	2007000	Legs/Legal registration	552400	300.00
2/3/2020	20007656	2007125	Double Tree Legs/Legal	552400	500.00
2/15/2020	20008055	2007398	Double Tree Interviews	559900	400.00
3/9/2020	20008854	2008106	Doubel Tr 2nd Interview	559900	200.00
2/18/2020	20008057	2007407	Liberty Culinary Intervi	559900	400.00
3/9/2020	20008857	2008102	Liberty Culinary Intervi	559900	300.00
3/2/2020	20008594	2007908	Superintendent Search	539900	5000.00
3/3/2020	20008635	2007932	Walmart	549900	200.00
3/2/2020	20008592	2007907	Enterprise (visits)	559900	500.00
2/24/2020	20008299	2007613	Enterprise SCOPE	552400	300.00
3/9/2020	20008861	2008103	Summer Law Jackson	552400	375.00
3/18/2020	20009138	2008435	Summer Law Gatlinburg	552400	350.00
					\$ 226,732.00
					PO Amount

Vendor	PO #	INVOICE #	OBJECT	Submitted for +A1:I183FINANCE Paymen		
				Date Paid	BATCH	AMOUNT
						\$ 199,899.44
Rainey/Kizer	2000397		533100			
		July retainer			2030	4,500.00
		August retainer			2236	4,500.00
		Madison/East Jackson			2340	3,822.50
		General Files			2340	19,376.35
		Deloach/Johnson			2340	314.25
		September Retainer			2526	4,500.00
		October Retainer			2732	4,500.00
		November Retainer			3033	4,500.00
		December Retainer			3223	4,500.00
		January Retainer				4,500.00
		February Retainer			3895	4,500.00
		March Retainer			3895	4,500.00
		April Retainer			4121	4,500.00
		May Retainer				
		June Retainer				
		General Files			2789	19,987.90
		Hilton			2789	76.00
		Public Private			2789	8,610.15
		Deloach/Johnson			2789	9,905.85
		Collaborative Conferen			3231	4,516.30
		Public Private			3231	20,029.90
		Civil Rights			3231	494.00
		Deloach/Johnson			3231	4,969.43
		General Files			3231	99.75
		Collaborative Conferen			3757	76.00
		Public Private			3757	20,921.09
		Hilton			3757	114.00
		Ashport Property			3757	2,405.00

		General Files			3757	128.85
Rainey/Kizer	1911543	B. Ross	533100		2453	139.20
Park Vista - Gatlinburg	2000220	did not attend	552400			
TSBA BOEconnect	2000884	inv 32577	547100		3757	2,000.00
TSBA Leadership registration	2000574		552400		PCARD	3,475.00
Gaylord Leadership	2000575		552400		PCARD	4,815.72
TSBA membership	2000883.00		53200			
		31141			2092	8,347.00
Sam's	2000709		549900			
		8/16/2019			PCARD	135.13
		10/22/2019			PCARD	144.29
		12/3/2019			PCARD	257.48
		2/8/2020			PCARD	154.54
		3/3/2020			PCARD	60.34
Wal-mart	2000989		549900			
		7/18/2019			PCARD	13.48
		8/16/2019			PCARD	54.28
		11/1/2019			PCARD	58.01
		11/11/2019			PCARD	16.17
		12/9/2019			PCARD	19.07
Wal-mart	2007932		549900			
		3/3/2020			PCARD	56.66
Lexis Nexis Books	2001354		549900			
		10/29/2019			2982	452.61
Heavenly Ham	2001996		549900			

		8/15/2019			PCARD	172.30
	2005543	12/9/2019			PCARD	91.45
Liberty Tech Culinary	2001790	103921	549900		2526	150.00
	2007407	Feb 19 & 20 Interviews	559900		3920	300.00
TSBA/TETA Conference	2001063	31900	549900		2322	375.00
TSBA Fall District	2001064		552400			660.00
		31922			2322	660.00
		refund for Kevin 60.00				
TSBA Board Chairman	2001065		552400			
		31903 Janice			2322	125.00
		32180 James			2688	125.00
		James reimbursement			2789	124.08
Kent Freeman	2002911		549900			
		T. Person funeral			PCARD	15.75
		D. Braswell funeral			PCARD	77.50
		Charles Dodd funeral				
		Mary Cobb Hill funeral				
Hobby Lobby	2003280		549900			
		9/24/2019			PCARD	49.01
		1/28/2020			PCARD	14.09
Chick fil-A	2004330		549900			
		11/2/2019			PCARD	72.90
Panera	2004332		549900			
		11/4/2019			PCARD	59.98
Tacos 4 Life	2004374		549900			
		11/2/2019			PCARD	239.75
Heavenly Ham	2005543		549900			
		12/9/2019			PCARD	91.45
The Blacksmith	200543	12/4/2019	549900			
		12/5/2019 Board & TSBA			PCARD	164.53
NSBA Conference Chicgao	2004780	Hotel-Hyatt Regency	552400			

CANCELLED-no payment out		James Jonson			
		Doris Black			
NSBA Registration	2004108		552400		
3/3/2020		James Johnson		3910	1,025.00
CANCELLED-reimbursed		James travel			
		Doris Black		3910	1,025.00
		Doris travel			
TSBA Policy	2005961		532000	3853	5,500.00
Board of Distinction plaque	2006820		549900	3853	125.00
Old Country Bd of Distinction	2006935		549900	pcard	50.00
Board Secretary Workshop	2006821	CANCELLED-REIMBURSED	552400	3853	125.00
Legis/Legal Conference	2007000		552400		
		Janice registration		3895	150.00
		Janice travel		3895	252.36
Legis/ Legal Double tree	2007015	Janice Hampton	552400	pcard	266.42
TSBA SCOPE	2006467	registration	552400	3853	664.00
Enterprise	2007613	SCOPE	552400	4121	252.50
	2007907	van for district visits	559900	4121	117.52
Superintendent Search	2007908	inv 32588	559900	3910	5,000.00
Double Tree Hotel	2007398	1st interview Sharon	559900		
		1st interview Ron		PCARD	166.75
	2008106	2nd interview Ron		PCARD	100.80
Liberty Culinary	2007407		559900		
		first interviews reception		3920	300.00
	2008102	2nd interview reception		4025	165.00
Summer Law Jackson	2008103	Doris Registration	552400		
Summer Law Gatlinburg	2008435	Janice Registration	552400		
		travel			

Summer Law Hotel						
						\$ 199,899.44
					Date Paid	BATCH
					Amount Paid	

LEGAL FEES

G2310000/533100	
Budget Amount	225,000.00

REMAINING BALANCES			\$50,000.00	\$64,151.78
Date	P.O. #	Vendor/ Name	P.O. Amount	Invoice Amt
3/12/2019	1908894	Brenda McCommon	\$ 3,000.00	
4/48/2019		B. Ross		\$ 550.00
5/9/2019		B. Ross		\$ 1,878.00
3/22/2019	1909256	Arlington Community Board of Ed	\$ 10,000.00	
6/17/2019		B. Ross		\$ 8,150.60
5/17/2019	1911139	Brenda McCommon B. Ross	\$ 1,500.00	
6/4/2019	1911543	Chuck Cagel-B. Ross	\$ 10,000.00	
7/16/2019		B. Ross		\$ 2,475.00
8/23/2019		B. Ross		\$139.74
3/22/2019	1909262	Brenda McCommon L. Conner	\$ 3,000.00	
3/22/2019	1909253	Dewsner & Kennedy	\$ 10,000.00	
5/10/209		L. Conner		\$ 805.00
7/9/2018	1900547	Rainey/Kizer PO carried over to FY20		
		Madison Academic and East Jackson	\$1,045.00	
		Taylor Passmore Lane property	\$ 762.85	
		B. Ross	\$ 635.70	
		A. Taylor	\$ 513.00	
		H. Hilton	\$ 266.00	
7/8/2019	2000397	Rainey/Kizer	\$ 175,000.00	
7/1/2019		Retainer for July		\$ 4,500.00
7/29/2019		Retainer for August		\$ 4,500.00
		Retainer for September		\$ 4,500.00
		Retainer for October		\$ 4,500.00
		Retainer for November		\$ 4,500.00
		Retainer for December		\$ 4,500.00
		Retainer for January		\$ 4,500.00
		Retainer for February		\$ 4,500.00
		Retainer for March		\$ 4,500.00
		Retainer for April		\$ 4,500.00
		Retainer for May		
		Retainer for June		
8/13/2019		Madison Academic and East Jackson		\$3,822.50
		General Files		\$19,376.35
		Deloach and Johnson		\$314.25
10/4/2019		General Files		\$19,987.90

		Hilton		\$76.00
		Public Private		\$8,610.15
		Deloach and Johnson		\$9,905.85
12/3/2019		Collaborative Conferencing		\$4,516.30
		Public Private		\$20,029.90
		Civil Rights		\$494.00
		Deloach and Johnson		\$4,969.43
		General Files		\$99.75
2/10/2020		Collaborative Conferencing		\$76.00
		Public Private		\$20,921.09
		Hilton Dismissal		\$114.00
		Ashport Property School		\$2,405.90
		General Files		\$128.85
TOTAL			\$175,000.00	\$160,848.22

MISC, ITEMS FOR BOARD/SUPPLIES

G2310000/549900	
Budget Amount	4,000.00

REMAINING BALANCES			\$250.00	\$1,554.61
Date	P.O. #	Vendor/ Name	P.O. Amount	Invoice Amt
7/11/2019	2000709	SAM'S	\$ 1,000.00	
		8/16/2019		\$ 135.13
		10/22/2019		\$ 144.29
		12/3/2019		\$ 257.48
		2/8/2020		\$ 154.54
		3/3/2020		\$ 60.34
7/30/2019	2001354	Lexis Nexis Books	\$ 450.00	
		Purchase Order Change Order		
		invoice 14146827 = \$2.61		\$ 452.61
8/13/2019	2001996	Heavenly Ham	\$ 250.00	
		8/15/2019		\$ 172.30
12/8/2019	2005543	Heavenly Ham Board & Stud Adv	\$ 200.00	
		12/9/2019		\$ 91.45
8/22/2019	2001790	Reconciliation Dinner	\$ 150.00	
		Liberty Culinary Arts		\$ 150.00
9/12/2019	2002911	Kent Freeman	\$ 200.00	
		POCO	\$ 200.00	
		Averitt Family (TE at Pope) paid		\$ -
		Collier (Student at Lincoln) paid		\$ -
		T. Person (café worker)		\$ 15.75
		Donnie Braswell -LaDonna Dad		\$ 77.50
		Charles Bond - Pete Dad		
		Mary Ann Cobb Bush Hill - Janice Aun		
9/23/2019	2003280	Hobby Lobby	\$ 150.00	
	9/24/2019	Powell and Stitts Family (Isaac Lane)		\$ 49.01
	1/28/2020	have items on hand from Board		\$ 14.09
7/17/2019	2000989	Wal-Mart	\$ 200.00	
		11/1/2019		\$ 58.01
		12/9/2019		\$ 19.07
3/3/2020	2007932	Wal-Mart	\$ 200.00	
		3/3/2020		\$ 56.66
10/28/19	2004332	Panera Bread	\$ 100.00	
		11/4/2019		\$ 59.98

10/28/19	2004330	Chick-fil-A	\$ 100.00	
		11/2/2019		\$ 72.90
10/29/19	2004374	Tacos 4 Life	\$ 300.00	
		11/2/2019		\$ 239.75
12/4/19	2005430	The Blacksmith	\$ 250.00	
		12/8/2019		\$ 164.53
TOTAL			\$3,750.00	\$2,445.39

Board Expenses

G2310000/552400	
Budget Amount	27,000.00

REMAINING BALANCES				\$14,390.00	\$14,612.51
Date	P.O. #	Vendor/ Name	P.O. Amount	Invoice Amt	
7/8/2019	2000220	Summer Law 2019 - Park Vista Hotel	\$ 300.00		
		Janice Hampton - Did not attend		\$ -	
5/2/2019	1910622	Summer Law 2019 registration			
		Janice Hampton - Did not attend			
		paid 175.00 on FY19 REFUNDED 175.00			
		Summer Law = registration 175.00 REFUNDED			
#####	2001063	TSBA/TETA in Nashville	\$ 625.00		
		Kevin Alexander registration		\$ 125.00	
		Kevin Alexander travel		\$ -	
		James Johnson registration		\$ 125.00	
		James Johnson travel		\$ 113.74	
		Janice Hampton registration		\$ 125.00	
		Janice Hampton travel		\$ -	
		TSBA/TETA registration 375.00 + travel 113.74 = 488.74			
#####	2001064	Fall District in Decatur County	\$ 660.00		
		Kevin Alexander registration REFUND		\$ 60.00	
		Kevin Alexander travel		\$ -	
		Wayne Arnold registration		\$ 60.00	
		Wayne Arnold travel		\$ 46.06	
		Doris Black registration		\$ 60.00	
		Doris Black travel			
		Jim Campbell registration	REFUNDED	\$ 60.00	
		Jim Campbell travel			
		Janice Hampton registration		\$ 60.00	
		Janice Hampton travel			
		James Johnson registration		\$ 60.00	
		James Johnson travel		\$ 46.06	
		AJ Massey registration		\$ 60.00	
		AJ Massey travel			
		Morris Merriweather registration		\$ 60.00	
		Morris Merriweather travel		\$ 46.06	
		Shannon Stewart registration		\$ 60.00	
		Shannon Stewart travel			
		Ray Washington registration		\$ 60.00	
		Janith Stack registration		\$ 60.00	
		Janith Stack travel			
		Fall District = registration 600.00 + travel 138.18 = 738.18			
7/19/19	2001065	Board Chairman Workshop	\$ 375.00		
		Janice Hampton registration	REFUNDED	\$ 125.00	
		Janice Hampton travel			
		James Johnson registration		\$ 125.00	
		James Johnson travel		\$ 124.08	
		Board Chairman = registration 125.00 + travel 124.08 = 249.08			
7/9/19	2000574	2019 Leadership Conference	\$ 4,000.00		
		Doris Black registration		\$ 500.00	
		Doris Black travel		\$ 261.10	
		Jim Campbell registration		\$ 175.00	
		Jim Campbell travel		\$ -	
		Janice Hampton registration		\$ 575.00	
		Janice Hampton travel		\$ 280.60	
		James Johnson registration		\$ 575.00	
		James Johnson travel		\$ 270.50	
		AJ Massey registration		\$ 575.00	
		AJ Massey travel		\$ 261.10	
		Morris Merriweather registration		\$ 500.00	
		Morris Merriweather travel		\$ 287.10	
		Shannon Stewart registration		\$ 575.00	
		Shannon Stewart travel		\$ 407.10	
7/9/19	2000575	Gaylord	\$ 5,000.00		
		Doris Black Hotel		\$ 687.96	
		Jim (did not need a hotel room)			
		Janice Hampton hotel		\$ 687.96	
		James Johnson hotel		\$ 687.96	
		AJ Massey hotel		\$ 687.96	
		Morris Merriweather hotel		\$ 458.64	
		Shannon Stewart hotel		\$ 687.96	
		Leadership = registration 3,475.00, hotel 3,898.44, travel 1,767.50 total = 9,140.94			
2/24/20	2006467	TSBA SCOPE	\$ 700.00		
		10 Students and 4 Adults		\$ 664.00	
2/24/20	2007613	Enterprise	\$ 300.00		
		Enterprise 2-7 passenger vans		\$ 252.50	
		total SCOPE = 916.50			
2/3/20	2007000	Legislative and Legal Conference	\$ 150.00		
		Janice registration		\$ 150.00	
		Janice travel		\$ 252.63	
2/3/20	2007015	Double Tree Nashville	\$ 500.00		
		Feb 17,2020		\$ 266.42	
		total Legislative and Legal = 669.05			
		Summer Law - Jackson			
		Doris registration			
		Summer Law - Gatlinburg			
		Janice registration			
		Janice Hotel			
		Janice travel			
TOTAL			\$12,610.00	\$12,387.49	

PD for Secretary

G2310000/552400	
Budget Amount	1,000.00

REMAINING BALANCES			\$875.00	\$715.20
Date	P.O. #	Vendor/ Name	P.O. Amount	Invoice Amt
6/13/2019	no PO	BOEconnect training Board Secretary		
		Janith Stack travel		\$ 28.20
		BOEconnect training = 28.20		
11/16/2019	no PO	TSBA Conference registration		\$ -
		TSBA Conference travel		\$131.60
2/24/2020	2006821	Board Secretary Work Shop	\$ 125.00	
		invoice 32682		\$ 125.00
		CANCELLED and reimbursement		

OTHER CHARGES

G2310000/559900	
Budget Amount	5,000.00

REMAINING BALANCES			\$3,200.00	\$3,975.23
Date	P.O. #	Vendor/ Name	P.O. Amount	Invoice Amt
2/18/2020	2007407	Liberty Culinary Arts - Interview recp	\$ 400.00	
		Feb 19 and 20		\$ 300.00
3/9/2020	2008102	Liberty Culinary Arts - Interview recp	\$ 300.00	
		March		\$ 165.00
3/2/2020	2007907	Enterprise - visit Districts	\$ 500.00	
		March 24 and March 26		\$ 117.52
2/15/2020	2007398	Double Tree 1st Interview	\$ 400.00	
		Sharon Williams		\$ 182.45
		Ron Woodard		\$ 159.00
3/9/2020	2008106	Double Tree 2nd Interview	\$ 200.00	
		Ron Woodard		\$ 100.80

