

# Union City Community Schools

*“Striving For Excellence in Everything We Do”*

Union City, Michigan 49094 / Superintendent’s Office (517) 741-3300 – Fax (517) 741-5205

## Board of Education Agenda

Monthly Board Meeting	High School Media Center
Monday, March 21, 2022	6:30 PM

### I. Call To Order

#### a. Pledge of Allegiance

#### b. Opening Statement

Welcome to the Union City Community Schools Board meeting. Our meeting agenda is available for you to follow. The expectation for our board meeting is to follow this agenda closely. We operate under the Open Meetings Act and utilize Roberts Rule of Order to govern our discussion and decision making process.

There is an opportunity for public comment during our set agenda. We welcome the public to express their opinions during this time of our agenda.

If there are questions about the agenda or the board meeting process, please seek out one of the Board members for clarification.

### II. Addition or Deletion of Items to the Agenda

### III. Consent Agenda

#### a. Approval of Minutes

1. Organizational/Regular Minutes 1/17/22
2. Special Meeting 1/31/22
3. Closed Session 1/31/22
4. Regular Meeting 2/21/22
5. Closed Session 2/21/22

#### b. Resignation

Katelyn Dieleman, middle school teacher, is resigning effective June 30, 2022.

### IV. Correspondence

### V. Comments From the Audience on Agenda Items

#### a. Public Comments Statement

This is the section of the meeting in which the public may make comments or share their opinions about the agenda items. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak.

This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the Board to do further research.

## VI. **Action Items**

### a. **Financials**

Board action is required to approve the financials for the month ending February 28, 2022.

### b. **Retirement**

Jeff Hilarides, middle school and high school instrumental music teacher, is retiring effective June 30, 2022.

### c. **Hiring of Varsity Football Coach**

Board action is required to approve the hiring of Doug Counterman as the Varsity Football Coach.

### d. **Hiring of Cook**

Board action is required to approve the hiring of Deanna Bryant as a cook at the elementary.

### e. **Sex Ed Advisory Board (SEAB) Member Additions**

Board action is required to approve Stacy Guertler and Toni Kircher as additional members to the board.

Here is our list of current members and their roles. The new applicants would not replace anyone, they would simply add a district counselor and an additional medical professional to the group.

Amber Case Co-Chairperson (HS Staff)

Nicole DeGraff Co-Chairperson (Medical Professional)

Daniel Barda (MS Teacher)

Jared Thornton (ES Teacher)

Pastor Rails (Local Clergy)

Staci Beckmeyer (Parent)

Jilliann Payseno (Student)

Nicole Gillies (Parent)

Abi Spooner (Parent)

Kyle Miller (Parent/Board of Education Member)

Pastor Donald Mason (Local Clergy)

Andrea Tennyson (Parent)

### f. **Contract with Wightman & Associates, Inc.**

Board action is required to approve the contract with Wightman & Associates, Inc. as presented.

Wightman & Associates, Inc. is the architectural firm for the high school football field bleacher project.

### g. **Purchase of network equipment and installation using Erate Funds**

Board action is required to approve the purchase and installation of network equipment as presented.

This purchase is contingent upon E-Rate funding. Our E-Rate discount level is currently calculated at 85%, so we will be responsible for paying 15% of the total - or \$6,610.57.

## VII. **Discussion Items**

### a. **Student Trip to Costa Rica**

High School Spanish Teacher Erin Ormsby will present to the board a proposal to organize a trip to Costa Rica for 2023. She is looking for feedback from the board and this will be on the agenda for April seeking board approval.

### b. **CISD Proposed 2022-23 Budget**

Board discussion needs to take place regarding the Calhoun Intermediate School District (CISD) proposed budget for 2022-23. The board needs to review and adopt a resolution of support or disapproval of the budget by June 1, 2022.

## VIII. **Information**

### a. **April Board Meeting Presentation**

In April, Deb McDowell and Glenn Noffsinger will share with the board some of the improvements that are being made and planned for food service.

b. **School Nurse**

Attached is a memo regarding the current status of a potential contract for a school nurse.

c. **Asbestos Abatement**

We have hired Trust Thermal at a cost of \$6400 to do asbestos abatement in the high school gym air handler rooms in preparation for future repairs/replacement in this area.

d. **Competitive School Safety Grant Application**

Superintendent Katz is applying for a competitive school safety grant through the Michigan State Police Office of School Safety. The grant if approved would provide \$50,000 per building toward the construction of a vestibule at each building main entrance.

e. **Kindergarten Playground Complete!**

The Kindergarten playground equipment has finally been completed and the landscaping mulch installed so our youngest students have been enjoying the new equipment for several days.

f. **Bleacher Project Drawings**

These are a progress set of drawings of the bleacher project. The architect is working on creating final drawings that once approved can be placed for bids.

IX. **Public Comment**

a. **Public Comments Statement**

This is the section of the meeting in which the public may make comments or share their opinions about Union City Community Schools. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak. This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the Board to do further research.

X. **Board Roundtable**

XI. **Adjournment**

**This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in agenda items vive (VI) and ten (X).**

**If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting or hearing, please contact, Kelly AcMoody at 517-741-8091 at least one week prior to the meeting or as soon as possible.**

Organizational/Regular Board Meeting  
Monday, January 17, 2022 6:30 PM Eastern

High School Media Center  
430 St. Joseph Street  
Union City, MI 49094

#### Call to Order

Superintendent Katz called the meeting to order at 6:30 p.m.

Paula DeJongh:	Present
Amber Herman:	Present
Darin LaBar:	Present
Dave Mathis:	Present
Archie Mears:	Present
Kyle Miller:	Absent
Jennifer Searls:	Absent

#### Pledge of Allegiance

#### Opening Statement

**Addition or Deletion of Items to the Agenda - None**

#### Election of Officers

President - The Board of Education elects Amber Herman as President of the Board of Education for 2022. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

Vice President- The Board of Education elects Darin LaBar as Vice President of the Board of Education for 2022. This motion, made by Dave Mathis and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

Secretary- The Board of Education elects Kyle Miller as Secretary of the Board of Education for 2022. This motion, made by Darin LaBar and seconded by Dave Mathis, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

Treasurer- The Board of Education elects Dave Mathis as Treasurer of the Board of Education for 2022. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Nay, Archie Mears: Yea  
Yea: 4, Nay: 1

### **Consent Grouping (Board Bylaws)**

IV.a. Establish month and date of future organizational meeting - January 16, 2023.

IV.b. Establish board officers:

IV.b.1. Number (7)

IV.b.2. Titles (President, Vice President, Secretary, Treasurer)

IV.b.3. Duties (policies 0170 bylaws)

IV.b.4. Terms (6 years)

IV.b.5. Eligibility (all board officers are board members)

IV.b.6. Method of electing officers

IV.b.7. Order of succession and method of filling a vacancy (MCL 380.414a/416)

IV.b.8. Method of removing an officer from office (MCL 380.415.1105)

IV.c. Establish Meeting Requirements:

IV.c.1. Date, Time, Frequency, and place of regular meetings (third Monday - 6:30 p.m. - High School Media Center)

IV.c.2. Form and method of notice to board members for regular meetings (as required by Open Meetings Act)

IV.c.3. Purposes for convening special meetings (as required by Open Meetings Act)

IV.c.4. Methods of calling special meetings (as required by Open Meetings Act)

IV.c.5. Form and method of notice to board members for special meetings (as required by Open Meetings Act)

IV.d. Establish procedures for conducting board meetings (Policy 01600):

IV.d.1. Agenda format and preparation

IV.d.2. Public participation rules (community input during the agenda)

IV.d.3. Rules of order (Standard Code of Parliamentary Procedure)

IV.d.4. Actions, if any in addition to Open Meetings Act provisions, requiring a roll call vote (expenditures of funds, purchase of property, property transfer, bonding, resolutions, or at a board member's request)

IV.d.5. Style of minutes

IV.e. Establish board committee system and procedures (see Board Policies):

IV.e.1. Type of committees (ad hoc)

IV.e.2. Name of each committee (personnel/negotiations, finance/building and site, CASBMA [Calhoun Area School Board Members Association], Centennial Trust, Legal Relations Network)

IV.e.3. Charge to each committee (bring recommendation back to the board)

IV.e.4. Method of appointing committee members (volunteers and appoint by Board President)

IV.e.5. Method of selecting or appointing committee chairpersons (committee selection)

IV.e.6. Style of committee reports (oral/written as determined by the Board)

IV.e.7. Method for receiving committee reports (at regular/special board meetings or workshops)

IV.f. Establish compensation system for Board Members (\$25/meeting)

IV.g. Establish system for reimbursement of Board Members expenses (quarterly)

IV.h. Establish district membership in organizations (CISD [Calhoun Intermediate School District], MASB [Michigan Association of School Boards], MASA [Michigan Association of School Administrators], MASSP [Michigan Association of Secondary School Principals] MIEM [Michigan Institute for Educational Management], MEMSPA [Michigan Elementary and Middle School Principals Association] and any other approved by the board; policy/bylaw #0175)

IV.i. Establish procedure for filing vacancies on Board (MCL 380.414a)

IV.j. Any other matter related to effective and efficient functioning of the Board (MCL 380.11a)

The Board of Education approves the consent grouping (Board Bylaws) as presented. This motion, made by Dave Mathis and seconded by Darin LaBar, Carried.  
Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea  
Yea: 5, Nay: 0

### **Consent Grouping: (Designations)**

V.a. Designation of depositories for school funds (all: Southern Michigan Bank and Trust)

V.a.1. Cash Management

V.a.2. School Service Funds

V.a.3. Trust and Agency Funds

V.a.4. 2013 Sinking fund Debt Retirement

V.a.5. 2016 Sinking Fund Debt Retirement

V.a.6. Sinking Fund Capital Projects

V.a.7. Flex

V.b. Check signature authorizations

V.b.1. General Fund, Debt Retirement, Sinking fund, School Service Funds, Flex, Hot Lunch Fund (Asst. Bus. Mgr./Supt./Treasurer)

V.b.2. Trust and Agency Funds

V.b.2.a. High School Account (Asst. Bus Mgr./Supt./Treasurer, H.S. Secretary)

V.b.2.b. Middle School Account (Asst. Bus. Mgr./Supt./Treasurer, M.S. Secretary)

V.b.2.c. Elementary School Account (Asst. Bus. Mgr./Supt./Treasurer/E.S. Secretary)

V.c. Designation of person for posting public notices of meetings (Supt. or designee)

V.d. Designation of Official Publication of Meetings (website)

V.e. Delegation of election duties

V.e.1. The Secretary of the Board of Education has discretion to delegate election duties to a member of the district administrative staff. If duties are delegated, it must be recorded in the Board's minutes (Supt. Secretary)

V.f. Person responsible for recommending investments (Business Manager)

V.f.1. Investments (MILAF, Michigan MBIA)

V.g. Approval of Annual Retainer Contracts

V.g.1. Law Firm - Thrun Law Firm, P.C.

The Board of Education approves the consent grouping (Designations) as presented. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

**Public Comments - None**

### **Public Comments Statement**

#### **Adjournment of Organizational Meeting**

The Board of Education adjourns the organizational meeting. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

President Amber Herman adjourned the organizational meeting at 6:44 p.m.

#### **Call To Order**

President Amber Herman called the meeting to order at 6:45 p.m.

The Board of Education approves the addition of a public comment before the consent agenda. This motion, made by Dave Mathis and seconded by Darin LaBar, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

**Public Comment - None**

#### **Consent Agenda**

The Board of Education approves the consent agenda as presented. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

#### **Approval of Minutes**

Rescheduled Regular Meeting 12/13/21

#### **Resignation**

#### **Field Trips (Over 50 Miles)**

**Correspondence - None**

#### **Action Items**

#### **Financials**

The Board of Education approves the financials for the month ending December 31, 2021 as presented. This motion, made by Archie Mears and seconded by Darin LaBar, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

### **Budget Amendment Resolution**

The Board of Education approves the budget amendment resolution as presented. This motion, made by Dave Mathis and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

LaBar – Y Mears – Y Mathis – Y DeJongh – Y Herman - Y

### **Hiring of High School Paraprofessional**

The Board of Education approves the hiring of Laura Day as a high school paraprofessional pending completion of all requirements. This motion, made by Darin LaBar and seconded by Paula DeJongh, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

### **High School Full Time Substitute Teacher Hiring**

The Board of Education approves the hiring of Samantha Fick as a full time substitute teacher at the high school. This motion, made by Dave Mathis and seconded by Darin LaBar, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

### **Hiring of Middle School Behavior Support Specialist**

The Board of Education approves the hiring of Amber Miller as a middle school behavior support specialist. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

### **Individual Contracts**

The Board of Education approves the individual contracts as presented. This motion, made by Darin LaBar and seconded by Paula DeJongh, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

### **Discussion Items**

#### **NEOLA Policy 0167.3**

The board had the first reading for policy 0167.3. This policy will be on the February regular agenda as a second read and an action item.

### **Board Terms**

Board discussion took place regarding the length of board terms. The board decided not to pursue changing the terms.

### **Superintendent Evaluation Timeline**

Board discussion took place regarding the timeline for the superintendent evaluation for 2021-22. There will be a mid-year evaluation in June and then a formal evaluation in November, 2022. The board set January 31, 2022 at 6:30 p.m. for a workshop to discuss the process.

### **Building and Site Information**

Superintendent Katz presented information regarding the meeting with Performance Services and the building and site committee. There will be a special meeting, along with the board workshop, on January 31, 2022 to approve the construction plans to begin the bid process.

### **Board Workshop/Special Meeting**

January 31, 2022 at 6:30 p.m. in the high school media center to discuss superintendent evaluation process and finalize construction plans to begin bid process.

### **Information**

In February, there will be a presentation about the first semester of the Charger Academy. Also, each school will provide information about the students who were enrolled virtually first semester.

### **Public Comment**

Tate Goodwin, parent, regarding mask and quarantine policy; and policy 0.167.31.

### **Public Comments Statement**

### **Board Roundtable**

Dave Mathis – asked for an update on COVID in schools. Darin Labar – Thank you for saying thank you to the board for board appreciation month. Amber Herman – Asked about Special Education Audit. Darin LaBar – Asked that mask policy

### **Adjournment**

The Board of Education adjourns the regular meeting. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5, Nay: 0

President Amber Herman adjourned the meeting at 7:59 p.m.

Kelly AcMoody  
Recording Secretary

Special Board Meeting  
Monday, January 31, 2022 6:30 PM Eastern

High School Media Center  
430 St. Joseph Street  
Union City, MI 49094

### **Call To Order**

President Amber Herman called the meeting to order at 6:33 p.m.

Paula DeJongh:	Absent
Amber Herman:	Present
Darin LaBar:	Present
Dave Mathis:	Present
Archie Mears:	Present
Kyle Miller:	Absent
Jennifer Searls:	Absent

### **Pledge of Allegiance**

### **Opening Statement**

### **Addition or Deletion of Items to the Agenda**

### **Comments From the Audience on Agenda Items - None**

### **Public Comments Statement**

### **Presentation**

Michael Livendale from Performance Services presented via Zoom on the Alumni Field Stadium project.

### **Action Items**

The Board of Education approves the hiring of Performance Services Incorporated to serve as Construction Management services and Wightman Inc. to provide Architectural services for the Alumni Field Bleachers project. This motion, made by Jennifer Searls and seconded by Darin LaBar, Carried.

Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls, Yea.

Yea: 6, Nay: 0

### **Discussion Items**

#### **Discussion of Request for Proposal**

Board discussion took place regarding the timeline and process for seeking bids for the upcoming proposed projects.

**Public Comment** – Tate Goodwin, parent.

### **Public Comments Statement**

## **Superintendent Evaluation Planning**

### **Closed Session for Purpose of Discussing Superintendent Performance**

The Board of Education adjourns to closed session for the purpose of discussing the superintendent performance per Section 8(a) of the Open Meetings Act. This motion, made by Jennifer Searls and seconded by Darin LaBar, Carried.

Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls, Yea.

Yea: 6, Nay: 0

President Amber Herman adjourned to closed session at 7:52 p.m.

### **Adjournment**

The Board of Education adjourns the special meeting. This motion, made by Kyle Miller and seconded by Jennifer Searls, Carried.

Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls, Yea.

Yea: 6, Nay: 0

President Amber Herman adjourned the meeting at 8:55 p.m.

Kyle Miller  
Secretary

Kelly AcMoody  
Recording Secretary

Monthly Board Meeting  
Monday, February 21, 2022 6:30 PM Eastern

High School Media Center  
430 St. Joseph Street  
Union City, MI 49094

### Call To Order

President Amber Herman called the meeting to order at 6:30 p.m.

Paula DeJongh:	Present
Amber Herman:	Present
Darin LaBar:	Present
Dave Mathis:	Present
Archie Mears:	Present
Kyle Miller:	Present
Jennifer Searls:	Present

### Pledge of Allegiance

### Opening Statement

**Addition or Deletion of Items to the Agenda** - None

### Consent Agenda

The Board of Education approves the consent agenda as presented. This motion, made by Darin LaBar and seconded by Kyle Miller, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea  
Yea: 7, Nay: 0

### Resignation

**Correspondence** - None

### Comments From the Audience on Agenda Items

Tate Goodwin, Parent, Neola Policies

### Public Comments Statement

### Action Items

The Board of Education adjourns to closed session for the purpose of discussing student discipline per Section 8(b) of the Open Meetings Act. This motion, made by Darin LaBar and seconded by Dave Mathis, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea  
Yea: 7, Nay: 0

President Amber Herman adjourned to closed session at 6:35 p.m.

The Board of Education comes back into open session. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea  
Yea: 7, Nay: 0

President Amber Herman called the meeting back to order at 7:21 p.m.

### **Middle School Student Long-Term Suspension**

The Board of Education approves the suspension of a middle school student. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea  
Yea: 7, Nay: 0

### **Financials**

The Board of Education approves the financials for the month ending January 31, 2022 as presented. This motion, made Darin LaBar and seconded by Kyle Miller, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea  
Yea: 7, Nay: 0

### **NEOLA Policy 0167.3**

The Board of Education approves the NEOLA Policy update as presented. This motion, made by Jennifer Searls and seconded by Darin LaBar, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea  
Yea: 7, Nay: 0

### **Cross Country Field Trip**

The Board of Education approves the Cross Country Field Trip as presented. This motion, made by Kyle Miller and seconded by Dave Mathis, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea  
Yea: 7, Nay: 0

### **Hiring Track Coach**

The Board of Education approves the hiring of assistant track coach Thomas Kusterer. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea  
Yea: 7, Nay: 0

### **Presentation**

Randy Widener, High School Teacher, presented on the Charger Academy.

## **Discussion Items**

### **District Section 98b Goals Reports**

Mid-year report on math and reading as part of 98b legislation and district goals was included in the board information.

### **Mask Policy**

Board discussion regarding NEOLA policy 8450.01. No further action will take place regarding this policy.

## **Information**

### **Community Unlimited / UCCS Partnership on After School Grant**

**Public Comment** - None

## **Public Comments Statement**

### **Board Roundtable**

Kyle thanked team involved in Charger Academy and asked about extending this program to other school districts. Jennifer's email was hacked. Dave congratulated Chris on great interview in the Daily Reporter. Darin asked about security update – door access.

## **Adjournment**

The Board of Education adjourns the regular meeting. This motion, made by Archie Mears and seconded by Jennifer Searls, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea  
Yea: 7, Nay: 0

President Amber Herman adjourned the meeting at 8:30 p.m.

Kyle Miller  
Secretary

Katelyn Dieleman

Middle School Teacher, Union City Community Schools

March 8, 2022

Dear Jamie,

Through this letter, I hereby announce my resignation from the position of Middle School Teacher for Union City Community Schools, effective June 30, 2022. Additionally, please note that my contract states:

Schedule "C", Fringe Benefits, Section F: "...Teachers who complete a full contractual year shall have premiums paid on their behalf through August 31, except for separations due to retirement."

I have loved working with you and the entire Union City Middle School staff for the past three years. In my time here, I have grown professionally and made life-long friendships. In particular, I would like to thank you for providing me with a rewarding learning experience and a warm working environment during my time at Union City Middle School.

You have my full commitment and cooperation until the expiration of my contract on June 30, 2022.

Sincerely,

A handwritten signature in cursive script that reads "Katelyn Dieleman". The signature is written in black ink and is positioned below the typed name "Katelyn Dieleman".

Katelyn Dieleman

Middle School Teacher, Union City Community Schools

March 8, 2022

Dear Jamie,

Through this letter, I hereby announce my resignation from the position of Middle School Teacher for Union City Community Schools, effective June 30, 2022. Additionally, please note that my contract states:

Schedule "C", Fringe Benefits, Section F: "...Teachers who complete a full contractual year shall have premiums paid on their behalf through August 31, except for separations due to retirement."

I have loved working with you and the entire Union City Middle School staff for the past three years. In my time here, I have grown professionally and made life-long friendships. In particular, I would like to thank you for providing me with a rewarding learning experience and a warm working environment during my time at Union City Middle School.

You have my full commitment and cooperation until the expiration of my contract on June 30, 2022.

Sincerely,

A handwritten signature in cursive script that reads "Katelyn Dieleman". The signature is written in black ink and is positioned below the typed name "Katelyn Dieleman".

	1/31/2022 Begin. Cash on Hand:	\$1,932,590		Total of Bills:	1,064,929		
	Total Receipts:	\$1,706,829		Total Net Payroll:	309,104		
	Total Expenditures:	\$1,374,033		Total Bills and Payroll	\$1,374,033		
	2/28/2022 Total Cash on Hand:	\$2,265,386		to be Approved:			

FOOD SERVICE-February

**Union City Community Schools**

School Service Fund

Combined Statement of Revenue and Expenditures Compared to Budget

For The Period Ending

February 28, 2022

	<b>FOOD SERVICE</b>			
	<u>Actual</u>	<u>Proposed Budget</u>	<u>Variance</u>	<u>% of Budget</u>
<b><u>REVENUE:</u></b>				
Local Sources	17,623	\$ 10,538	(\$7,085)	18%
State Sources	8,582	15,034	6,452	0.00%
Federal Sources	284,149	469,000	184,851	0.00%
INCOMING TRANSFERS		0	0	
<b>TOTAL REVENUE</b>	<b>310,354</b>	<b>494,572</b>	<b>\$184,218</b>	
<b><u>EXPENDITURES:</u></b>				
Salaries	93,824	122,969	(29,145)	76.30%
Employee Benefits	58,071	72,181	(14,110)	80.45%
Purchased Services	19,923	28,423	(8,500)	70.10%
Supplies & Materials	199,674	263,107	(63,433)	75.89%
Capital Outlay	27,594	3,500	24,094	788.39%
Other Expense	360	3,338	(2,978)	10.79%
Other Transactions	0	32,882		
<b>TOTAL EXPENDITURES</b>	<b>399,446</b>	<b>526,400</b>	<b>(94,072)</b>	<b>0.00%</b>
OUTGOING TRANSFERS				
<b>TOTAL EXPENDITURES</b>	<b>399,446</b>	<b>526,400</b>	<b>(94,072)</b>	<b>0.00%</b>
<b>EXCESS REVENUE (EXPENDITURES)</b>	<b>(89,093)</b>	<b>(31,828)</b>		
<b>BEGINNING FUND BALANCE</b>	<b>276,977</b>	<b>276,977</b>		
<b>ENDING FUND BALANCE</b>	<b>\$187,884</b>	<b>\$245,149</b>		

**Union City Community Schools**  
 General Fund Statement of Revenue and Expenditure Compared to Budget  
 For Period Ending February 28, 2022

	YTD ACTIVITY	CURRENT BUDGET	VARIANCE	PERCENT OF BUDGET
<b>REVENUE</b>				
Local Sources	832,270	\$ 1,269,468	(437,198)	65.56%
State Sources	4,249,244	9,218,396	(4,969,152)	46.10%
Federal Sources	3,063	1,074,892	(1,071,829)	0.28%
Other Financing Sources	178,043	525,000	(346,957)	33.91%
		32,000		
<b>TOTAL REVENUE</b>	<b>5,262,620</b>	<b>12,119,756</b>	<b>(6,825,136)</b>	
<b>EXPENDITURES</b>				
<b>INSTRUCTION</b>				
Basic Program	3,699,712	5,815,554	2,115,843	63.62%
Added Needs	1,078,524	1,707,151	628,627	63.18%
<b>Total Instruction</b>	<b>4,778,236</b>	<b>7,522,705</b>	<b>2,744,469</b>	
<b>SUPPORT SERVICE EXPENSE</b>				
Pupil	396,640	629,895	233,255	62.97%
Improvement Instructional Staff	75,226	104,677	29,451	71.86%
General Administration	286,981	399,508	112,527	71.83%
School Administration	421,688	660,855	239,167	63.81%
Fiscal Services	185,666	300,922	115,256	61.70%
Operation & Maintenance	892,670	1,244,444	351,774	71.73%
Transportation	579,766	622,879	43,112	93.08%
Central Support	125,045	176,539	51,494	70.83%
Athletics	294,590	439,574	144,985	67.02%
Community Services	2,238	3,706	1,468	60.38%
Payments to Other Govt Units	1,724		(1,724)	0.00%
Site Improvement Services	0.00		0	0.00%
Prior Period Adjustments	0		0	0.00%
Debt Service	61,807	61,807	0	0.00%
Fund Modification to Food Service		0	0	0.00%
<b>Total Support Services</b>	<b>3,324,039</b>	<b>4,644,806</b>	<b>1,124,543</b>	
<b>TOTAL EXPENDITURES</b>	<b>8,102,275</b>	<b>12,167,511</b>	<b>3,869,013</b>	
<b>EXCESS REVENUE (EXPENDITURES)</b>	<b>(\$2,839,655)</b>	<b>(\$47,755)</b>		
Non-spendable (inventory)	10,410	10,410		
Assigned (Capital Expenditures)	75,000	75,000		
Unassigned (Undesignated)	2,034,000	2,034,000		
<b>BEGINNING FUND BALANCE</b>	<b>2,119,410</b>	<b>2,119,410</b>		
<b>ENDING FUND BALANCE</b>	<b>(\$720,245)</b>	<b>\$2,071,655</b>		

UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF FEBRUARY 28, 2022			UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF FEBRUARY 28, 2021		
<b>Current Year</b>			<b>Prior Year</b>		
Balance as of 1/31/2022			Balance as of 1/31/2021		
General Fund Cash Accounts	1,269,080		General Fund Cash Accounts	2,824,140	
Food Service Checking Accounts	18,002		Food Service Checking Accounts	47,850	
Trust & Agency Checking Accounts***	116,365		Trust & Agency Checking Accounts***	114,985	
SF Cash	526,337		SF Cash	358,459	
SF DS Cash 2013	2,533		SF DS Cash 2013	2,532	
SF DS Cash 2016	273		SF DS Cash 2016	297	
Total Cash On Hand	\$1,932,590		Total Cash On Hand	3,348,265	
<b>Current Month Activities</b>			<b>Prior Year-Current Month Activities</b>		
<b>YTD Activities</b>					
General Fund Revenue	1,652,144	7,865,507	General Fund Revenue	1,631,382	
Food Service Revenue	52,234	268,568	Food Service Revenue	51,795	
Trust & Agency Revenue	2,409	33,934	Trust & Agency Revenue	n/a	
SF Revenue	42	375	SF Revenue	41	
SF DS Revenue 2013	0	0	SF DS Revenue 2013	-	
SF DS Revenue 2016	0	5,074	SF DS Revenue 2016	-	
Total Revenue	\$1,706,829	8,173,458	Total Revenue	1,683,218	
General Fund Expenses	1,019,849	6,772,293	General Fund Expenses	760,415	
Net Payroll	309,104	2,460,732	Net Payroll	258,881	
Food Service Expenses	27,418	248,659	Food Service Expenses	17,788	
Trust & Agency Expenses	14,237	22,053	Trust & Agency Expenses	n/a	
SF Expenses	3,425	76,705	SF Expenses	-	
SF DS Expenses 2013	-	-	SF DS Expenses 2013	-	
SF DS Expenses 2016	-	-	SF DS Expenses 2016	-	
Total Expenses	\$1,374,033	9,580,442	Total Expenses	1,037,084	
Balance as of 2/28/2022			Balance as of 2/28/2021		
General Fund Cash Accounts	1,592,272		General Fund Cash Accounts	3,436,226	
Food Service Checking Accounts	42,818		Food Service Checking Accounts	81,857	
Trust & Agency Checking Accounts***	104,536		Trust & Agency Checking Accounts***	114,985	
SF Cash	522,954		SF Cash	358,500	
SF DS Cash 2013	2,533		SF DS Cash 2013	2,532	
SF DS Cash 2016	273		SF DS Cash 2016	297	
Total Cash On Hand	\$2,265,386		Total Cash On Hand	3,994,399	

FROM THE DESK OF  
**Jeff Hilarides**

February 22, 2022  
Christopher Katz  
Superintendent  
Union City Community Schools

Dear Chris,

I'm writing to officially submit my intention to retire at the end of the current school year. I have thoroughly enjoyed my 38 years here at Union City Community schools but have decided to start a new chapter. My official retirement date is June 30th, 2022. I will be happy to assist in any way that you need in finding a suitable replacement to lead our instrumental music program.

Sincerely yours,

  
Jeff Hilarides



# **Union City Community Schools**

**Charger Athletics**  
430 St. Joseph Street  
Union City, MI 49094

**Mrs. Hayley Denney**  
Athletic Director  
[hdenney@unioncityschools.org](mailto:hdenney@unioncityschools.org)  
Ph: 517.741.3306  
Fax: 517.741.5205

**To: Chris Katz, Superintendent**  
**From: Hayley Denney, Athletic Director**  
**Date: March 11, 2022**  
**RE: Coaching Recommendation**

**Varsity Football Head Coach:**  
**Recommend Doug Counterman for the position.**

*“Striving For Excellence In Everything We Do”*



**Union City Community Schools**

430 St. Joseph Street

Union City, MI 49094

Ph: 517-741-3312

Fax: 517-741-5205

e-mail: [dmcowell@unioncityschools.org](mailto:dmcowell@unioncityschools.org)

**Deborah McDowell**

Food Service Supervisor

Dear Members of the Board of Education,

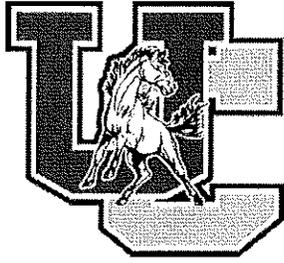
I recommend the following candidate for employment with Union City Schools,

Deanna Bryant

After being interviewed by the cooks and a fingerprint check, it is with pleasure that I recommend this candidate be added to the hot lunch staff, as an assistant cook. Starting date March 04, 2022.

Best Regards,  
Deborah McDowell

*"Striving For Excellence In Everything We Do"*



**Union City High School**  
430 St. Joseph Street  
Union City, MI 49094  
Ph: 517-741-3305  
Fax: 517-741-5205  
e-mail: [acase@unioncityschools.org](mailto:acase@unioncityschools.org)

**Amber Case**  
Principal

March 15, 2022

Union City Community Schools Board of Education:

On behalf of the District Sex Education Advisory Board, (SEAB) I would like to recommend the addition of each of the attached applicants to membership of the SEAB.

Both applicants bring a unique perspective, one being a school counselor and the other a medical professional.

Both applicants could be added to the current membership while remaining in compliance with membership requirements outlined in the Terms of Service.

Thank you for considering Stacy Guertler and Toni Kircher for membership of the SEAB.

Thank you,

A handwritten signature in black ink that reads "Amber Case". The signature is written in a cursive, flowing style.

Amber Case  
High School Principal  
Union City Community Schools



Union City Community Schools  
 430 St. Joseph Street  
 Union City, MI 49094  
 Ph: 517-741-3302  
 Fax: 517-741-5205  
 e-mail: ckatz@unioncityschools.org

Chris Katz  
 Superintendent

**Sex Education Advisory Board  
 Membership Application**

Date: 3/7/22

Name: Toni Kircher

Telephone: 423-315-0456

Address: 8675 M 60 Union City 48094

City: \_\_\_\_\_

Occupation: Nurse@UCSD

Work Phone: \_\_\_\_\_

Email: toni.kircher@ucisd.org

Fax: \_\_\_\_\_

Please Check all categories that apply:

Parent:

Elementary Parent

Middle School Parent

High School Parent

12 Ages of Children

Other Roles:

Clergy

Community Health Professional

Educator at Union City Community Schools

Student  Grade

1. Overall, What are your thoughts and ideas regarding health and sexuality education within public schools?

I think we need to continue teaching safety vs abstinence.  
Educating vs shaming

2. Do you have any comments about sexuality education within the district in particular?

not familiar enough

3. Why are you interested in serving on this committee?

I believe educating and talking about sex ed vs just teaching  
abstinence like I was taught. It is ineffective.

4. What specific issues do you believe this committee should address? Please list in order of priority.

I think bringing up the topic of grooming by adults of kids as this is becoming more prevalent, teaching the signs.

5. What assets, background, past experience, useful knowledge, etc., do you have that may assist the committee?

I have my nursing license, I try to advocate for safe teachings and ways to correct on their level. I teach my daughter about different situations and how to handle things like verbal/physical assault

Are you willing to attend approximately two to four meetings per year as part of this committee?

Yes

No

The Sex Education Advisory Board has been charged with the following responsibilities:

A. Establish program goals and objectives for student knowledge and skills that are likely to reduce the rate of sex, pregnancy, and sexually transmitted diseases. Additional program goals and objectives by the sex education advisory board that are not contrary to Michigan law.

B. Review the materials and method of instruction used and make recommendations to the Board for implementation. The advisory board shall take into consideration the District's needs, demographics, and trends, including but not limited to, teenage pregnancy rates, sexually transmitted disease rates, and incidents of sexual violence and harassment.

C. At least once every two (2) years, evaluate, measure, and report the attainment of program goals and objectives established by the advisory board. The Board shall make the resulting report available to parents in the District.

A reasonable effort shall be made to ensure that the advisory board shall consist of members representing a cross-section of community viewpoints.

Thank you for your interest. When there is an appropriate vacancy on the Sex Education Advisory Board, you will be contacted.

Please return your completed application to Chris Katz, Superintendent.



Union City Community Schools  
430 St. Joseph Street  
Union City, MI 49094  
Ph: 517-741-3302  
Fax: 517-741-5205  
e-mail: rsteel@unioncityschools.org

Ronna Steel  
Superintendent

Sex Education Advisory Board  
Membership Application

Date: 7-9-21

Name: Stacy Guertler

Telephone: 517-740-3551

Address: 108 Calhoun Street

City: Union City

Occupation: School Counselor

Work Phone: 517-741-3345

Email: stacyguertler@gmail.com

Fax: 517-741-5205

sguertler@unioncityschools.org

Please Check all categories that apply:

Parent:

Elementary Parent

Middle School Parent

High School Parent

14, 16 Ages of Children

Other Roles:

Clergy

Community Health Professional

Educator at Union City Community Schools

Student  Grade

1. Overall, What are your thoughts and ideas regarding health and sexuality education within public schools?

I believe it's important to provide students with scientific, fact based information- We should be abstinence based while still providing students with information on how to protect themselves and make healthy life choices.

2. Do you have any comments about sexuality education within the district in particular?

I would like to see all of our students make the choice to abstain from sexual activity. However, that is not the reality and I believe we should provide a curriculum that is comprehensive and will cover the needs of all students.

3. Why are you interested in serving on this committee?

As a school counselor, and a parent, I believe it is our duty to provide scientific, researched based curriculum that meets the needs of all our students. This will need to be comprehensive so that our students can make the safest and healthiest choice for them. Too often, I see our students make decisions based on lack of information and resources.

4. What specific issues do you believe this committee should address? Please list in order of priority.

- Refusal Skills
- Positive Peer Culture
- Body Safety
- Safety Plan
- Self-esteem
- Healthy Alternatives / Activities

5. What assets, background, past experience, useful knowledge, etc., do you have that may assist the committee?

Licensed Professional School Counselor; 25 years working in district at every grade level; parent of three children who attend or graduated from UCCS; previous member of the Sex Ed Advisory Board

Are you willing to attend approximately two to four meetings per year as part of this committee?

Yes  No

The Sex Education Advisory Board has been charged with the following responsibilities:

A. Establish program goals and objectives for student knowledge and skills that are likely to reduce the rate of sex, pregnancy, and sexually transmitted diseases. Additional program goals and objectives by the sex education advisory board that are not contrary to Michigan law.

B. Review the materials and method of instruction used and make recommendations to the Board for implementation. The advisory board shall take into consideration the District's needs, demographics, and trends, including but not limited to, teenage pregnancy rates, sexually transmitted disease rates, and incidents of sexual violence and harassment.

C. At least once every two (2) years, evaluate, measure, and report the attainment of program goals and objectives established by the advisory board. The Board shall make the resulting report available to parents in the District.

A reasonable effort shall be made to ensure that the advisory board shall consist of members representing a cross-section of community viewpoints.

Thank you for your interest. When there is an appropriate vacancy on the Sex Education Advisory Board, you will be contacted.

Please return your completed application to Ronna Steel, Superintendent.



# AIA® Document B133™ – 2019

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

**AGREEMENT** made as of the 31st day of March in the year Two Thousand Twenty-Two  
(In words, indicate day, month and year.)

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

Union City Community Schools  
430 Saint Joseph Street  
Union City, MI 49094

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

Wightman & Associates, Inc.  
2303 Pipestone Road  
Benton Harbor, MI 49002

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

Union City High School football field bleacher replacement project in accordance with the Owner-approved plans and specifications, all applicable laws, the Owner’s fixed budget, and as otherwise approved by the Owner.

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

Performance Services, Inc.  
306 S. Kalamazoo Mall, Suite A  
Kalamazoo, MI 49007

The Owner and Architect agree as follows.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; 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; and A134–2019™ 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 without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### 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:

*(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 program will be developed with input from the Architect to include architectural design and engineering for new concrete bleachers with aluminum benches, surrounding pedestrian pavement with catch basins, retaining walls, and a restroom building.

§ 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.)*

The Project will be located at the existing high school site. The topographic survey has been provided to the Owner by the Architect.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

Bleacher replacement and surrounding pavement: \$1,200,000

Restroom building: \$350,000, including a 10% contingency for construction and a 10% contingency for escalation

Total: \$1,550,000

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

Init.

/

.1 Design phase milestone dates, if any:

See Exhibit A

.2 Construction commencement date:

See Exhibit A

.3 Substantial Completion date or dates:

See Exhibit A

.4 Other milestone dates:

See Exhibit A

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

[ ] 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.

[  ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager ~~as Constructor~~ as Constructor, as modified by the Owner, where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

N/A

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

N/A

~~§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect 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 Architect 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.~~

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

Christopher Katz, Superintendent  
Union City Community Schools  
430 Saint Joseph Street  
Union City, MI 49094

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

The Owner's Maintenance Director, Board of Education (if required), State of Michigan (if required), and any others required by law.

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

.1 Construction Manager:  
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:

.3 Geotechnical Engineer:

.4 Civil Engineer:

To be provided by the Architect to the extent necessary to properly complete the Project

.5 Other consultants and contractors:  
(List any other consultants and contractors retained by the Owner.)

None identified

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

George Kacan  
Wightman and Associates, Inc.  
306 S. Washington Ave., Suite 200  
Royal Oak, MI 48067  
Telephone: (248) 791-1371

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and ~~1.1.12.2~~ 1.1.12.2 and any others required to perform Basic Services:

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Thad Greiner, PE  
Ruby & Associates, Inc.  
30300 Telegraph Road, Suite 400, Bingham Farms, MI 48025  
Telephone: (248) 865-8855

.2 Mechanical Engineer:

To be provided by the Architect

.3 Electrical Engineer:

To be provided by the Architect

§ 1.1.12.2 Consultants retained under Supplemental Services:

None.

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

The parties acknowledge that the Architect has performed services before the date and execution of this Agreement and that any services performed before the date of this Agreement are intended to be governed by this Agreement.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect ~~shall appropriately adjust~~ may mutually agree to a written adjustment in the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties ~~shall~~ may 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.~~

§ 1.3.1 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 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.~~ shall be subject to the same restrictions and licenses set forth in Article 7.

Init.

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User Notes:

(1985104720)

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the ~~jurisdiction where the Project is located~~ State of Michigan to provide the services required by this Agreement, ~~or and shall cause such services to be performed by appropriately licensed design professionals, professionals,~~ whether provided by the Architect or an Architect consultant.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar ~~circumstances~~ circumstances and familiar with the school design and construction industry in Michigan. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9, Agreement in the amounts identified below or as required by law, whichever is greater.~~

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00 ) for each occurrence and two million dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00 ) 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.

§ 2.6.3 The Architect 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 liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, 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. The Architect shall provide umbrella liability insurance with policy limits not less than Four Million Dollars (\$4,000,000) each occurrence.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00 ) each accident, one million dollars (\$ 1,000,000.00 ) each employee, and one million dollars (\$ 1,000,000.00 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars (\$ 2,000,000.00 ) per claim and two million dollars (\$ 2,000,000.00 ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect 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 Architect'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. The Architect will not take any action, nor fail to take any action (e.g., nonpayment of

policy premium), that would jeopardize the Architect's insurance coverages. The Architect will notify the Owner within 10 days of any termination or reduction in the Architect's insurance coverages.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this ~~Section 2.6.~~Section 2.6 at the time of execution of this Agreement.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services and those of its consultants with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The 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 Owner, the Construction Manager, and the Owner's ~~consultants.~~consultants, subject to the Architect's professional judgment and expertise. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a written schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's ~~review,~~review and provision of information, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable ~~cause,~~cause and with the mutual written agreement of the parties, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project ~~schedule as it relates to the Architect's services.~~schedule. The Architect shall review and ~~approve,~~notify the Owner of any concerns with, or take other appropriate action upon, ~~the portion of the Project schedule relating to the performance of the Architect's services.~~the Project schedule.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval. The Architect shall advise the Owner of the Architect's opinion before the Owner orders a directive or substitution or accepts non-conforming work.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the ~~Project.~~Project, including, but not limited to plan review required by MCL 380.1263, first responder consultation required by MCL 380.1264, construction code inspections required by MCL 388.851, et seq., and fire safety inspection required by MCL 388.851, et seq. The Architect shall have the primary responsibility to complete the required documents and shall properly file them on behalf of the Owner.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, ~~or the Owner's approval of the Construction Manager's Control Estimate, as applicable,~~ the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the

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Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

**§ 3.1.9** The Architect shall comply with governing codes, regulations and laws in the performance of all services covered by this Agreement.

**§ 3.1.10** The Architect acknowledges that the services to be provided by the Architect under this Agreement shall include assisting the Owner in complying with the Owner's obligations set forth in Public Act No. 306 of 1937, MCL 388.851, *et seq.*, and Public Act 299 of 1980, MCL 339.2011 (collectively, the "Acts"). Therefore, the Architect hereby agrees to perform the services that shall or may be performed by an "architect" or "engineer" pursuant to those Acts, including, but not limited to, construction supervision and cost estimating. The parties acknowledge that nothing in this Agreement shall be construed to limit the Architect's services, duties or obligations under either of those Acts.

**§ 3.1.11** Upon request of the Owner, the Architect shall make a presentation or presentations to explain the design of the Project to representatives of the Owner.

**§ 3.1.12** The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner.

### **§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. ~~The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of shall be for all purposes, including discovering errors, omissions, or inconsistencies; but the Architect shall only be responsible to the extent of its professional standard of care and as required by MCL 339.2011 and shall not assume any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals.~~ In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

**§ 3.2.2** Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the ~~Guaranteed Maximum Price Amendment or Control Estimate Amendment.~~

### **§ 3.3 Schematic Design Phase Services**

**§ 3.3.1** ~~The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review assist the Owner and the Construction Manager in development of the program, schedule and construction budget for final approval by the Owner, consult with the Owner regarding the same, and shall review and comply will governing laws, codes, and regulations applicable to the Architect's services.~~ services and the Project.

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

**§ 3.3.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.3.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. Approval by the Owner will not constitute approval of the means, techniques or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended

by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

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

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

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect ~~shall be entitled to rely on receive and review~~ the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with ~~the Owner~~ the Owner and shall prepare such estimates of Construction Cost as the Architect deems necessary to perform Basic Services and to satisfy MCL 339.2011. The Architect shall advise the Owner if it appears that the Cost of the Work may exceed the Owner's fixed budget for the Cost of the Work, and/or that total Project costs may exceed the fixed Project budget and shall make recommendations for corrective action.

#### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. ~~The Design Development Documents shall be based upon Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details.~~ The Design Development Documents shall take into consideration information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, ~~mechanical-mechanical, civil,~~ and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular

material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only.

**§ 3.4.4** The Architect shall not proceed to the Construction Documents Phase unless and until it has received the Owner's written approval.

### **§ 3.5 Construction Documents Phase Services**

**§ 3.5.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the ~~quality levels and performance criteria of materials and systems~~ and other requirements for the construction of the ~~Work~~ Work, including quality levels and performance criteria. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

**§ 3.5.3** During the development of the Construction Documents, ~~if requested by the Owner,~~ the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other ~~Conditions~~) Conditions, as modified by the Owner, and (2) a project manual that includes the Conditions of the Contract for ~~Construction~~ Construction, as modified by the Owner, and Specifications, and may include sample forms. All such documents shall have been provided in a format that conforms with the terms of this Agreement and the drawings/specifications, including but not limited to dispute resolution provisions, and shall comply with all public bidding, permit, and contracting laws applicable to Michigan public school districts and this Project.

**§ 3.5.3.1** Documents referenced in Section 3.5.3 shall consist of the unabridged AIA contract forms modified as necessary to be consistent with this Agreement. The Architect shall review the bid specifications and the project manual and notify the Owner if the bid specifications and/or the project manual do not contain the General Conditions of the Contract for Construction provided by the Owner's legal counsel.

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

**§ 3.5.5** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. ~~If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.~~ there is a conflict or inconsistency between the terms of that Agreement and the General Conditions of the Contract for Construction, the terms of this Agreement shall govern.

**§ 3.6.1.2** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, ~~the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval.~~ Subject to Section 4.2, and ~~except as provided in Section 3.6.6.5, or the Owner's first award of a competitively bid subcontract, whichever occurs earlier.~~ Unless otherwise provided in this Agreement, the Architect's responsibility to provide Construction Phase Services terminates on the later of: (1) date the Architect issues the final Certificate for Payment; (2) the time period identified in Section 12.15; or (3) the longest applicable Subcontractor or Construction Manager warranty period.

**§ 3.6.1.3** The Architect shall advise and consult with the Owner and Construction Manager during the ~~Construction Phase Services~~ services described in the Agreement. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. ~~The Architect shall have no control over, charge of, or have responsibility for, any temporary structures built or used by the Construction Manager or the Contractor during the course of construction. It is understood and agreed that the Architect shall have no power, authority, right or obligation to furnish or erect or cause to be furnished or erected any scaffolding, hoists, stays, ladders, slings, hangers, blocks, pulleys, braces, irons, ropes or other related devices or equipment. To the extent the Architect makes any observations of the site as required under the terms of this Agreement, such observations shall not include observations of any scaffolding, hoists, stays, ladder, slings, hangers, blocks, pulleys, braces, irons, ropes, temporary structures or other related devices or equipment unless such structures or equipment are specified in the Contract Documents.~~ The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work. Nothing in this Section 3.6.1.3 shall be construed to limit the Architect's responsibilities in MCL 339.2011 or Public Act 306 of 1937, both as may be amended from time to time.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, ~~or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, to endeavor to guard the Owner against defects and deficiencies, and to determine 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, subject to Sections, 3.1.10, 3.6.1.3, and 3.6.2.6, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work. Nothing in this Section shall reduce or limit the Architect's duty to supervise construction as provided in Section 3.1.10.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, 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 Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

without negligence. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, as modified, the Architect shall render initial written decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

**§ 3.6.2.6** Notwithstanding anything contained in this Agreement, particularly Sections 3.6.1.3 and 3.6.2.1, nothing contained in this Agreement shall be construed to limit in any way the Architect's duties and responsibilities under law, including those duties and responsibilities under 1937 PA 306 and 1980 PA 299. It is understood that the Owner has retained a Construction Manager on this Project. The Agreement between Construction Manager and the Owner shall impose upon the Construction Manager the responsibility for the workmanlike performance of all construction performed on the project and completion of all work required under the subcontract.

The Construction Manager Agreement shall require that the Construction Manager inspect the work of the subcontractors as it is being performed to assure that the work performed and the materials furnished are in accordance with the Contract Documents and provide all support items, services, utilities, etc., which are necessary for the completion of the Project which are not provided through the subcontracts, or by the Owner, or as a reimbursable item.

### **§ 3.6.3 Certificates for Payment to Construction Manager**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such ~~amounts-~~ amounts according to the timeframes and schedules provided in AIA Document A201 – 2017, as modified by the Owner. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's 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 and quantity of the Work is in accordance with the Contract ~~Documents,~~ Documents and has been performed in a good and workmanlike manner, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by ~~the Architect.~~ the Architect in writing and accompanying the relevant certification.

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

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for ~~Payment.~~ Payment, certified copies of which shall be sent to the Owner.

### **§ 3.6.4 Submittals**

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Subject to its professional experience and expertise, the Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 ~~Subject to Section 4.2, the Architect shall~~ The Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect shall maintain a log of requests for information and the responses thereto.

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

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect 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. Subject to Section 4.2, the Architect shall prepare and take other appropriate action on Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted, or modified.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. The Architect shall contemporaneously review with the Owner all changes and potential changes in the Work for reason, cause, cost and responsibility. Said issues shall be recorded and reported in a Change Management Log for the Project, the review and approval of which by the Architect shall evidence concurrence in the resolution of the issue as identified therein.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 ~~issue Certificates of Substantial Completion;~~ Completion and, upon Substantial Completion, jointly with the Construction Manager, prepare a list of incomplete or unsatisfactory items and schedule their completion; the Architect shall then coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Architect shall evaluate the completion of the Work of the Construction Manager or Contractor/Subcontractor(s), make a determination when the Work is ready for final inspection, and conduct final inspections;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected. The Architect shall be solely responsible for the inspection, and the Owner shall be solely an observer.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) certificates of insurance received by the Construction Manager and/or Contractor/Subcontractor(s), (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)-(3) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3)-(4) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance for the purpose of identifying potential warranty issues and to verify adequacy of the facility operations and performance.

§ 3.6.6.6 As part of Basic Services, the Architect shall be prepared to serve, and shall serve when requested by the Owner, as a witness in connection with any public hearing, arbitration proceeding, legal proceeding or administrative law proceeding to which the Owner or the Architect is a party concerning the Project.

§ 3.6.6.7 To the extent required by law or as required by the Owner, the Architect shall require the Construction Manager to obtain and maintain a performance bond and payment bond in an amount covering the Construction Manager and all Contractor/Subcontractors in a form and with a surety acceptable to the Owner in connection with its obligations thereunder. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum. The Architect shall deliver the required bonds to the Owner at least three (3) days before the commencement of any work at the Project site.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 ~~The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and Services listed below, other than those identified as Basic Services, may be provided by the Architect as an Additional or Supplemental Service if: (a) required for the Project, (b) the Owner authorizes the performance of same in writing prior to the Architect's provision of any such service, and (c) the Architect provides a good faith estimate of the cost of the same prior to the Owner's authorization. The Owner shall not be obligated to pay for any Additional or Supplemental Service in the absence of the foregoing. For proper Additional and Supplemental Services, the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if 11.2.if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.~~

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Architect Basic Service
§ 4.1.1.3 Multiple Preliminary Designs	Architect Basic Service
§ 4.1.1.4 Measured drawings	N/A
§ 4.1.1.5 Existing facilities surveys	Architect Basic Service
§ 4.1.1.6 Site evaluation and planning	Architect Basic Service
§ 4.1.1.7 Building Information Model management responsibilities	Architect Basic Service
§ 4.1.1.8 Development of Building Information Models for post construction use	N/A
§ 4.1.1.9 Civil engineering	Architect Basic Service
§ 4.1.1.10 Landscape design	Architect Basic Service
§ 4.1.1.11 Architectural interior design	Architect Basic Service
§ 4.1.1.12 Value analysis	N/A
§ 4.1.1.13 Cost estimating	Architect Basic Service
§ 4.1.1.14 On-site project representation as described in AIA Document B207 – 2017 Standard Form of Architect’s Services: <u>On-Site Project Representation</u>	Architect Additional Service, except that the Architect will perform all construction administration described in this Agreement as a <u>Basic Service</u>
§ 4.1.1.15 Conformed documents for construction	Architect Basic Service
§ 4.1.1.16 As-designed record drawings	N/A
§ 4.1.1.17 As-constructed record drawings	Architect Basic Service
§ 4.1.1.18 Post-occupancy evaluation	Architect Basic Service
§ 4.1.1.19 Facility support services	N/A
§ 4.1.1.20 Tenant-related services	N/A
§ 4.1.1.21 Architect’s coordination of the Owner’s consultants	Architect Basic Service
§ 4.1.1.22 Telecommunications/data design	Owner
§ 4.1.1.23 Security evaluation and planning	N/A
§ 4.1.1.24 Commissioning	N/A
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.26 Historic preservation	N/A
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect Basic Service
§ 4.1.1.28 Other services provided by specialty Consultants	N/A
§ 4.1.1.29 Other Supplemental Services	N/A

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

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(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Agreement, in accordance with the first paragraph of Section 4.1, without invalidating the Agreement.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The following Additional Services shall be provided if there has been compliance with the first paragraph of Section 4.1. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services Subject to Section 6.6 (which shall be Basic Services), services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, instructions, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are unforeseeable and occur after the preparation of such Instruments of Service and are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care; care. The Architect is expected to and shall provide its services in compliance with the most recent codes, laws, regulations, and interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner, acknowledging the Owner's obligations under the Open Meetings Act or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; thereto or at which the services of the Architect are challenged;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;

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- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need, promptly comply with the opening paragraph of Section 4.1 for the following Additional Services. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 ~~Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;~~
- .2 ~~Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;~~
- .3 ~~Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the t approved by the Owner that exceed the scope of the Work and Project cost and that require preparation or revision of Instruments of Service;~~
- .4 ~~Evaluating an extensive number of Claims as the Initial Decision Maker; or~~
- .5 ~~Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom therefrom after the bids have been awarded.~~

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

- .1 ~~( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager~~
- .2 ~~( ) visits to the site by the Architect during construction~~
- .3 ~~( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- .4 ~~( ) inspections for any portion of the Work to determine final completion~~

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. The Architect will assist the Owner to provide such information.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner ~~shall establish~~ has established the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The With the assistance of the Architect and Construction Manager, the Owner shall update the Owner's budget for

the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall may thereafter agree to a corresponding change in the Project's scope and quality. The parties acknowledge the Owner's fixed limit of construction cost for the Project.

**§ 5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs. **If the Architect recommends or approves accelerated or phased scheduling, doing so is a representation to the Owner that accelerated or phased scheduling is an appropriate and preferred method for this Project. The Architect will assist the Owner in determining what, if any, additional costs should be attributed to such accelerated or phased scheduling.**

**§ 5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project, subject to parameters of authority set by the Owner. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's ~~services~~, subject to the Owner's status as a public body, including being subject to the Open Meetings Act.

**§ 5.5** ~~The~~ Where required by the circumstances of the Project and requested by the Architect in writing, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and 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. The Architect shall assist the Owner in obtaining such services as part of the Architect's Basic Services. The Owner will pay for such services as applicable.

**§ 5.6** ~~The~~ Where required by the circumstances of the Project and as requested by the Architect in writing, the Owner 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. The Architect shall assist the Owner in obtaining such services as a part of the Architect's Basic Services, and the Owner will pay for such services as applicable.

**§ 5.7** The Owner shall ~~provide~~ is responsible for the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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

**§ 5.9** ~~The Owner~~ Architect shall coordinate the services of its own consultants with those services provided by the Architect. ~~Owner's consultants.~~ Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall ~~furnish~~ consider furnishing, as part of the Project budget, services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, Service in accordance with Article 4, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its Architect shall assist the Owner in selecting a service provider as part of Basic Services. The Owner and Architect shall require that their consultants and contractors maintain insurance, including professional liability insurance, if applicable and as appropriate to the services or work provided. The Architect shall furnish to the Owner copies of its contracts with consultants, if requested by the Owner.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall assist the Owner in obtaining such services as part of the Architect's Basic Services.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, but the Owner's failure to do so does not relieve the Architect of its responsibilities, and the Owner assumes no duty of observation, inspection, or investigation pursuant to this Section or otherwise. The Architect shall give the Owner prompt written notice if it becomes aware of any fault or defect in the Project or the Instruments of Service.

§ 5.13 The Owner shall endeavor to include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. ~~The Otherwise, the~~ Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager ~~otherwise relating to that materially impact~~ the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and the Construction Documents shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of cost estimating and tracking under this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project ~~designed or specified by the Architect and shall include the Construction Manager's and shall include Architect's and its Consultants' compensation and reimbursable expenses and the Construction Manager's compensation including~~ general conditions costs, overhead, and profit. ~~The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The For purposes of calculating fees or other costs determined on a percentage of the Cost of the Work, the Cost of the Work includes only hard construction costs for that work designed or specified by the Architect. Without limiting the breadth of the preceding sentence, the~~ Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase ~~services; services or for Construction Manager professional fees; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.~~

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, which the Architect acknowledges is fixed. A fixed limit of construction cost shall be established by the Owner as a condition of this Agreement and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a ~~design professional~~ design professional familiar with the school design and construction industry in Michigan. See MCL 339.2011.

§ 6.3 The Owner shall ~~require permit~~ the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall ~~be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its prepare its own estimates of cost of the work as necessary for Basic Services.~~ The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the

Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

~~§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and The Architect shall provide cost estimate services, and if a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~

~~§ 6.4 If, prior to the conclusion of the Design Development Phase, the If at any time, the Architect's or the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, Manager and as a Basic Service, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. Work.~~

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

- ~~.1 give written approval of an increase in the budget for the Cost of the Work;~~
- ~~.2 terminate in accordance with Section 9.5;~~
- ~~.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or~~
- ~~.4 implement any other mutually acceptable alternative.~~

~~§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's fixed budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6 as a Basic Service.~~

~~§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, estimates or the Guaranteed Maximum Price proposal, or Control Estimate proposal that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment. Work. The Architect's revisions to the Drawings, Specifications, and/or other documents shall be performed as a Basic Service.~~

~~§ 6.8 In the event the lowest bid(s) or negotiated proposal(s), together with the Construction Manager's total fixed or estimated fees and costs, exceeds the fixed budget for the Cost of the Work, the Architect, in consultation with and at the direction of the Owner, shall without additional compensation modify the Contract Documents and provide related bidding and other services as necessary to bring the cost of the Cost of the Work within the fixed budget for the Cost of the Work.~~

## ARTICLE 7 – COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

~~§ 7.3 The Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively nonexclusive, irrevocable license to access, use, and reproduce the Architect's Instruments of Service, in whatever form then they exist and regardless of stage of their completion, for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The altering, adding to the Project, and completing the Project if the Architect does not provide services~~

through completion. On behalf of and for the benefit of the Owner, the Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. ~~The license granted licenses granted or referenced~~ under this section permits the Owner to authorize the ~~Construction Manager, Contractor, Subcontractors, Sub-subcontractors,~~ and suppliers, as well as the Owner's consultants and separate ~~contractors, contractors and design professionals,~~ to reproduce applicable portions of the Instruments of Service, ~~subject to any protocols established pursuant to Section 1.3,~~ solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Any termination of this Agreement for any reason or under any condition shall in no way terminate or otherwise diminish the licenses described herein. See also Section 7.5.~~

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

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

~~§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.~~

~~§ 7.6 In addition to, and not in limitation of, the licenses otherwise granted or referenced in this Article 7, all construction plans, specifications, drawings and all other documents and like materials relating to the Project, including those in electronic form, prepared by the Architect and the Architect's consultants ("Instruments of Service") shall become the property of the Owner at the conclusion of the Project.~~

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this 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. Michigan law. Notwithstanding anything in this Agreement or the Contract Documents to the contrary, no claim by the Owner shall be barred as untimely if filed within six (6) years of Substantial Completion of the Project. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Owner and Architect both acknowledge and agree that the Owner is not waiving any rights its insurer(s) may have to subrogation. To the extent any term in the Agreement is contrary to this provision, such term is void and unenforceable.~~

~~§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by losses, and judgments to the extent the foregoing damages, losses, expenses, and judgments arise from the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to~~

~~defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by Agreement or the Architect's breach of this Agreement.~~

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

## **§ 8.2 Mediation**

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

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by non-binding 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 this Agreement. ~~Agreement except that either party may, if in good faith, declare a mediation impasse and proceed with binding dispute resolution after one full day of mediation.~~ A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. During the pendency of this alternative dispute resolution process, the parties agree that applicable limitations periods shall be tolled.

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

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

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

## **§ 8.3 Arbitration**

### **§ 8.3**

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

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

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

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

#### § 8.3.4 Consolidation or Joinder

##### § 8.3.4

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the ~~Project~~ Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted ~~negotiated by the parties~~.

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

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

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

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements and for Reimbursable Expenses then due.~~

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 — Termination Fee:~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.~~

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7 will continue and shall not be terminated or diminished in any manner.~~

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

~~§ 10.1 This Agreement 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 8.3, State of Michigan.~~

~~§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, as modified on behalf of the Owner, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager. In the event of any inconsistency between this Agreement and the General Conditions, the terms of this Agreement shall govern.~~

~~§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~

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

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

~~§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. The Architect shall obtain the Owner's Approval prior to disclosures of information for purposes of verifying that such disclosures contain no confidential information (including, for example, information protected by FERPA). This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information 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 such information as set forth in this Section 10.8. The Architect acknowledges and agrees that the Owner is a public body subject to the Michigan Freedom of Information Act ("FOIA"), the Owner may disclose Architect confidential or business proprietary information in response to a FOIA request, and that the determination whether a document is responsive to a FOIA request or if the requested information is exempt under FOIA will be in the sole discretion of the Owner.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§10.9 The Architect agrees to retain permanent records relating to the services performed for a period of at least six (6) years following submission of the Construction Documents, during which period the records will be made available to the Owner upon request.

#### **§ 10.10 Integration, Waiver and Severability**

§ 10.10.1 This is the entire agreement between the Owner and Architect with respect to the matters covered herein and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing signed by both parties. Any waivers hereunder must be in writing. No waiver or right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default.

§ 10.10.2 A waiver of any term, condition, or covenant by a party shall not constitute a waiver of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

### **ARTICLE 11 COMPENSATION**

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

- .1 Stipulated Sum  
(Insert amount)
  
- .2 Percentage Basis  
(Insert percentage value)

Nine and one half ( 9.5 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with ~~Section 11.6.~~Sections 6.1 and 11.6. At the time this Agreement is executed, the Architect's anticipated compensation is \$147,250. See Exhibit C.

**.3 Other**  
(Describe the method of compensation)

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Section 11.7

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

See Section 11.7

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect ~~plus percent (—%), or as follows:~~at cost without mark up.  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

**§ 11.5.** Compensation is due and payable to the Architect in monthly progress payments for services properly completed and expenses incurred. See Exhibit C as a guideline for anticipating payments.

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Construction Phase	percent (	%)
<b>Total Basic Compensation</b>	<b>one hundred percent (</b>	<b>100 %)</b>

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

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually and properly performed whether or not the Construction Phase is commenced.

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

See Exhibit B.

**Employee or Category**

**Rate (\$0.00)**

**§ 11.8 Compensation for Reimbursable Expenses**

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

- .1 ~~Transportation and authorized out-of-town travel and subsistence; in conjunction with authorized out-of-town travel and subsistence, excluding travel to and from the project site(s), but including airfare, subsistence, and lodging for the Architect's consultants approved by the Owner in writing;~~
- .2 ~~Long distance services, dedicated-Dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- .3 ~~Permitting and other fees required by authorities having jurisdiction over the Project;~~
- .4 ~~Printing, reproductions, plots, and standard form documents; documents, except that reproductions of Instruments of Service will be part of the Architect's basic fee when for office use by the Architect and the Architect's consultants;~~
- .5 ~~Postage, handling, and delivery;~~
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Owner in writing;~~
- .7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Not Used.~~
- .9 ~~All taxes levied on professional services and on reimbursable expenses; Not Used.~~
- .10 ~~Site office expenses; and~~
- .11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- .12 ~~Other similar Project-related expenditures. Objective.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus percent ( %) of the expenses incurred at cost and without markup. Reimbursable expenses will not exceed Seven Thousand Five Hundred Dollars (\$7,500) without the written approval of the Owner.~~

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

§ 11.10.1.1 An initial payment of zero dollars (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority~~

and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. ~~Payments~~ Undisputed payments are due and payable upon ~~presentation~~ receipt of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the Owner's receipt of the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

Five percent (5%) per annum %

§ 11.10.2.2 The Owner shall not withhold undisputed amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees ~~or has been found liable for the amounts in a binding dispute resolution proceeding.~~ The Owner reserves the right to dispute any invoice or payment due Architect in good faith and without penalty and may withhold the same pending resolution of the dispute.

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

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

§ 12.1 The Architect shall perform its responsibilities and services in a manner consistent with this Agreement and the professional standards of the Architectural profession in the State of Michigan.

§ 12.2 Basic Services include assisting the Owner in developing the program requirements of the Project.

§ 12.3 Basic Services include investigations of existing conditions or facilities.

§ 12.4 As a part of Basic Services, the Architect will review, evaluate and accept or reject any substitution proposed by the Contractor prior to receipt of bids. Requests for substitutions following receipt of bids will be reviewed by the Architect as an additional service.

§ 12.5 Basic Services include the preparation and delivery of reproducible record drawings showing significant changes in the work made during construction based on marked up prints, drawings and other data furnished by the Construction Manager to the Architect.

§ 12.6 The Architect shall provide the Owner the necessary bidding information. The referenced bid specifications shall consist of the unabridged AIA contract forms which the Architect shall modify as necessary to be consistent with this Agreement and the laws of the State of Michigan, including, but not limited to dispute resolution procedures. The Architect shall include in bid specifications, and in any of the relevant document provisions indicating that modified version(s) of standard AIA Owner/Contractor Agreement(s) and modified General Conditions will be utilized; such documents shall be subject to the Owner's approval. The Architect shall have the responsibility of amending AIA Document A201 – 2017 to remove all reference to arbitration and to incorporate AIA Document A201 – 2017, as modified by the Owner's legal counsel, into the project manual.

§ 12.7 The Architect shall specify in each contract that no ACBM shall be used in the construction of the school building(s). The Architect hereby agrees that it will be the Architect who is responsible for designing the construction/remodeling of the school building(s) described in this Agreement pursuant to the provisions to Section 763.99(a) of Part III of the regulation of the Environmental Protection Agency also known as 40 CFR 763.99(a)(7) as published in Federal Register. The Architect shall sign a statement in compliance with said Section stating that no ACBM (asbestos containing building material) was specified as a building material in any construction document for the building(s); The Architect shall include in specifications that no ACBM shall be used in the construction of the school

Init.

building and that the Construction Manager and/or each Subcontractor shall certify to the Owner and the Architect that none was used in the construction. The Architect shall cooperate with the Owner in obtaining all certifications.

The Architect shall immediately notify the Owner, in writing, of the presence at the Project site of any hazardous substances, construction materials or components of which the Architect is aware.

§ 12.8 (a) If errors and omissions in the Project are detected in the plans and specifications before the Work has been bid, the cost of any re-design required to incorporate the item or feature omitted or to correct the error shall be borne by the Architect. Any additional construction costs in this instance resulting from the inclusion of the omitted item or feature or to correct the error shall be borne by the Owner.

(b) If errors and omissions in the Project are detected in the plans and specifications after the Work has been bid, and if revision, removal or replacement of a portion of the Work is required, the Architect shall pay the cost of redesign and, if the Architect's error or omission was due to professional negligence, then the Architect shall pay for the cost of the revision, removal, and the reconstruction required to incorporate the omission or to correct the error, and the Owner shall be responsible only for the costs it would have incurred had the error or omission not occurred.

(c) The Owner and Architect acknowledge that no set of drawings will be free of errors and that some errors or omissions in the drawings may be within the standard of the industry, and the cost of any such non-negligent errors or omissions shall be paid from available construction contingency.

§ 12.9 The Owner reserves the right in its discretion to require consolidation or joinder of mediation arising out of or relating to this Agreement with another mediation involving a person or entity not a party to this Agreement, in the event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense, or effort.

§ 12.10 In the event of mediation arising out of or relating to this Agreement, Owner reserves the right to require that the mediation hearing be conducted in the general area where the Owner's principal place of business is located

§ 12.11 The Architect shall provide the following within its Basic Services:

- Making revisions to drawings because the estimate of the cost of the work exceeds the Owner's budget.
- Preparing designs and documentation for alternate bids solely for the purposes of managing the Owner's budget
- Preparing for, and attending, public presentations, meetings or hearings.
- Preparing for, and attending, a dispute resolution proceeding or legal proceeding relating to the non-performance or negligence of any Project participant.
- Evaluating the qualifications of bidders.
- Reviewing a contractor's submittal out of sequence from the initial submittal schedule
- Responding to all contractor requests for information.
- Evaluating all claims as the Initial Decision Maker.

§ 12.12 The Architect, without additional cost to the Owner, shall maintain in force professional liability insurance providing coverage for the Architect for any negligent act in the Architect's rendering of or failure to render Professional services and protecting the Owner for damages arising from results of such errors and omissions. Any "claims made" insurance shall be maintained in force during the life of the Project and for a period of no less than six (6) years following the date of substantial completion. Any "occurrence based" insurance shall be maintained in force during the life of the Project and for a period of no less than twelve (12) months after the date of substantial completion. The Architect shall provide the Owner with certificates of insurance evidencing the insurance coverage of the Architect, which certificates shall be attached to this Agreement. The Owner shall be listed as "additional insured" on all coverages to the extent reasonably permitted by the carrier.

§ 12.13 The Architect shall produce original drawings and specifications, as well as all construction bulletin drawings and specifications in pdf format acceptable to the Owner as a part of Basic Services. Additionally, the Architect shall assemble and deliver all field drawings used for the Project as a part of Basic Services.

§ 12.14 The Architect shall not utilize photographs of this Project for any advertising or promotional purpose that include the image of any student of the Owner without the express written permission of the parent or guardian of that student if

that student is a minor. If the student is of the age of majority or is an emancipated minor, the Architect must obtain express written permission from that student. Such express written permission shall acknowledge the Architect's intent for use of those images. The Owner, in its discretion, may assist the Architect in securing such permission.

**§ 12.15** The Architect agrees to provide assistance up to one (1) year beyond the date of substantial completion as a part of Basic Services, as well as a post-occupancy evaluation of the building thirty (30) days prior to the expiration of the last Contractor warranty period. This review shall include architectural, plumbing, mechanical, electrical, civil and structural review of the Project, to determine whether the Project components are performing as specified prior to the expiration of the relevant warranty.

**§ 12.16** The Architect shall be accessible to the Owner, either on-site or via communication media, as is necessary to address issues that arise during the Project.

**§ 12.17** Notwithstanding anything else to the contrary, whenever the Owner "approves" any design, proposal, Instrument of Service, or other work product of the Architect, such approval shall be for the sole purpose of approving a general design concept or aesthetic choice. The parties acknowledge that the Owner lacks the construction expertise to make approvals or judgments regarding technical designs or construction details. The Architect remains fully responsible for such technical designs, construction details, or other technical determinations regardless of any Owner approval.

**§ 12.18** The Architect will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this Agreement.

**§ 12.19** The Architect shall not be entitled to additional compensation in the event it is necessary to extend the Project schedule or suspend the Project because the Project is delayed due to conditions beyond the control of the Owner such as strikes, weather, disease outbreak, governmental order, materials shortages, etc.

## ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

1. ~~AIA Document B133™ 2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition~~ Edition, as modified.
2. ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:~~  
~~(Insert the date of the E203-2013 incorporated into this agreement.)~~

3. Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

~~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.)~~

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A: Project Schedule

Exhibit B: Hourly rates for Supplemental and Additional Services

Exhibit C: Anticipated invoicing schedule

- 4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

AIA Document A201 – 2017 General Conditions of the Contract for Construction ,as modified.  
In the event of any conflict or inconsistency between the terms of this Agreement and any other document  
incorporated into this Agreement, the terms of this Agreement shall govern.

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

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**ARCHITECT** (Signature)

\_\_\_\_\_  
(Printed name, title, and license number, if required)

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

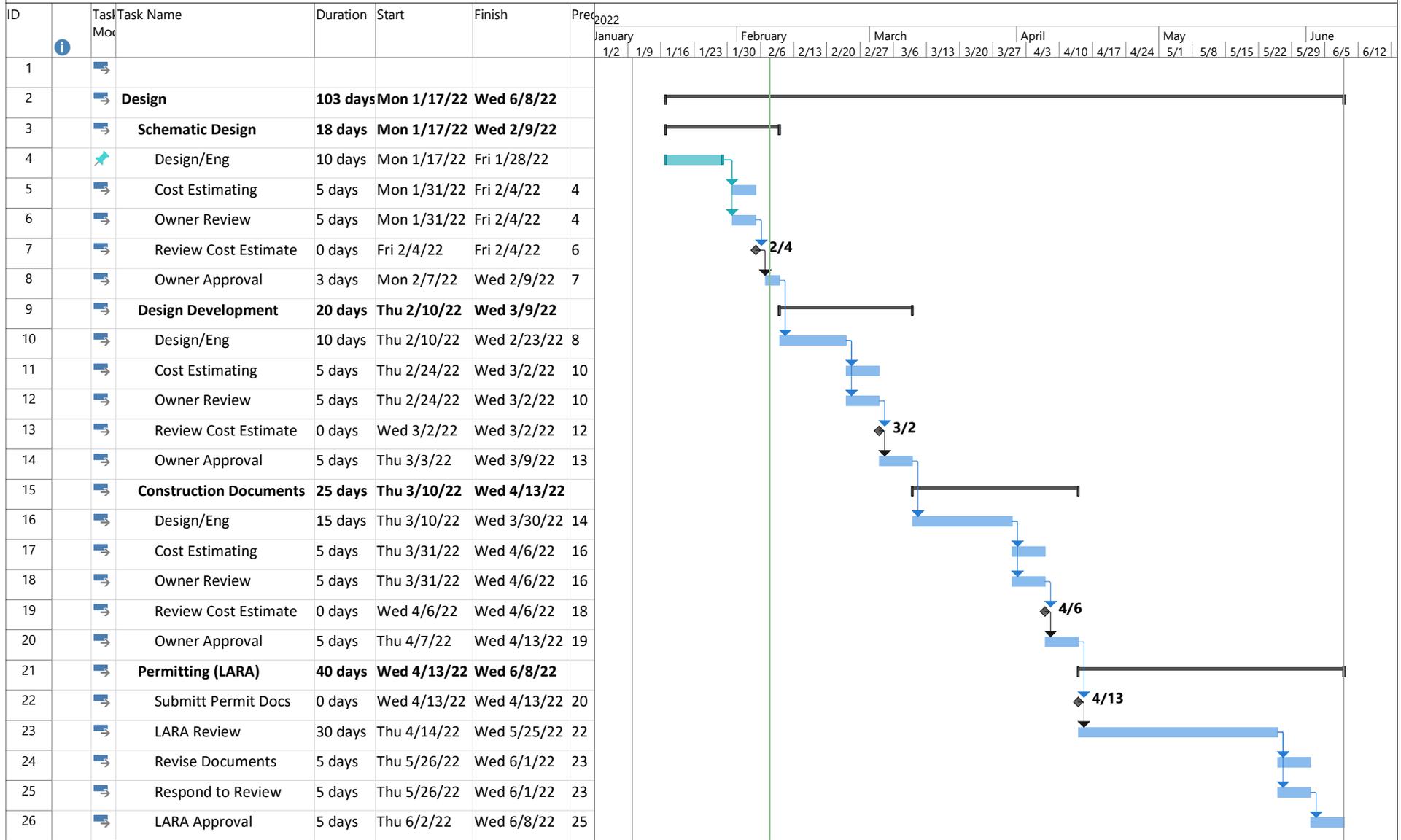
I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:25:19 ET on 03/04/2022 under Order No. 2114277845 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

Union City Community Schools - Bleacher Replacement Schedule



Project: Union City Schedule\_20  
Date: Tue 2/8/22

Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

# STANDARD RATES

## EXHIBIT "B"

### STANDARD HOURLY RATES AND UNIT RATES

Effective 7/1/2021

Principal	\$	250.00 /hour
Licensed Staff VI	\$	210.00 /hour
Licensed Staff V	\$	190.00 /hour
Licensed Staff IV	\$	175.00 /hour
Licensed Staff III	\$	155.00 /hour
Licensed Staff II	\$	140.00 /hour
Licensed Staff I	\$	125.00 /hour
Professional Staff V	\$	150.00 /hour
Professional Staff IV	\$	135.00 /hour
Professional Staff III	\$	115.00 /hour
Professional Staff II	\$	100.00 /hour
Professional Staff I	\$	90.00 /hour
Technician VI	\$	120.00 /hour
Technician V	\$	110.00 /hour
Technician IV	\$	100.00 /hour
Technician III	\$	90.00 /hour
Technician II	\$	80.00 /hour
Technician I	\$	70.00 /hour
Administrative	\$	75.00 /hour
3 Person Survey Crew	\$	195.00 /hour
2 Person Survey Crew	\$	160.00 /hour
1 Person Survey Crew	\$	125.00 /hour

EXHIBIT "C," Architect's Invoice Schedule, consisting of 1 page, referred to in and part of the Agreement between Owner and Architect dated 02.15.2022

						<b>EXHIBIT "C"</b>	
Bleacher Replacement							
Union City Community Schools							
<b>INVOICE SCHEDULE</b>							
2/15/2022							
Contract Amount:		\$147,250.00					
Invoice #		Date	Design	Bid	CA	Status	
		2/22	\$26,505.00				
		3/22	\$29,450.00				
		4/22	\$29,450.00				
		5/22	\$29,450.00				
			<b>\$114,855.00</b>				
		6/22		\$5,890.00			
				<b>\$5,890.00</b>			
		7/22			\$5,301.00		
		8/22			\$5,301.00		
		9/22			\$5,301.00		
		10/22			\$5,301.00		
		11/22			\$5,301.00		
					<b>\$26,505.00</b>		

**Purpose:** MCL 380.624 requires not only a Local District Board “review” of the ISD budget, it requires each local district to adopt a resolution, following this review, which indicates the board’s support or disapproval of the ISD budget.

Note: The ISDs still maintain total legal authority to finalize and adopt their own budget.

Process:

- ⌘ Not later than May 1 of each year, the ISD is required to provide the proposed general fund operating budget for the following school year to each constituent board. We will continue to provide this information at the March CASBMA Board of Directors meeting as a representative delegate assembly. A packet of materials for each constituent school district board member will be distributed to the Superintendent in February.
- ⌘ Not later than June 1 of each year, the board of each constituent school district must review the ISD budget and must adopt a board resolution “expressing support or disapproval” of the proposed general fund budget.
- ⌘ When this resolution is adopted, the constituent school board shall submit to the ISD Board this resolution and “any specific objections or proposed changes the constituent board has to the ISD budget” if applicable.
- ⌘ If the ISD receives any specific objections or proposed changes, the ISD Board is “required to consider the proposed budget changes”. There is no requirement that the ISD Board act on these considerations or proposals.

Packet: Each Superintendent will be given a packet of materials for each constituent school district board member containing the following:

- ⌘ A copy of the proposed general operating fund budget for the next fiscal year
- ⌘ A copy of the sample resolution
- ⌘ A copy of the process detailing the local board’s responsibility and timelines

**Total General Fund  
General Fund Budget Revision and Projection**



<u>REVENUE</u>	<u>FUNCTION</u>	<u>20-21 Actual</u>	<u>21-22 Preliminary</u>	<u>21-22 Revision 1</u>	<u>22-23 Preliminary</u>
Local Sources	1xx	2,995,127	3,141,895	3,035,796	3,414,681
Other Political Subdivisions	2xx	-	-	-	-
State Sources	3xx	12,521,165	13,978,567	15,073,156	15,941,516
Federal Sources	4xx	10,951,910	15,965,349	17,691,806	16,516,541
Transfers In	5xx-6xx	2,149,133	2,134,863	1,982,185	1,973,541
<b>Total Revenue and Transfers</b>		<b>28,617,335</b>	<b>35,220,674</b>	<b>37,782,943</b>	<b>37,846,279</b>
<b><u>EXPENDITURES</u></b>					
Instruction:	1XX				
Basic Programs	11X	-	-	-	-
Added Needs	12X	-	-	-	-
<b>Total Instruction Services</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Support Services:	2XX				
Pupil Support	21X	304,493	362,127	380,722	410,238
Instructional Staff Support	22X	10,126,018	14,898,679	16,610,496	15,787,824
General Administration	23X	522,195	522,526	518,912	535,026
School Administration	24X	-	-	-	-
Business Services	25X	1,025,641	1,177,791	1,257,636	1,252,378
Operations and Maintenance	26X	441,435	425,379	416,827	430,935
Transportation	27X	-	-	-	-
Other Central Support	28X-29X	1,938,835	2,324,367	2,637,959	2,494,488
<b>Total Support Services</b>		<b>14,358,617</b>	<b>19,710,869</b>	<b>21,822,552</b>	<b>20,910,889</b>
Community Services	3XX	1,973,585	2,047,997	4,131,148	4,758,442
Other Financing Uses	4XX-6XX	11,130,603	12,872,264	11,226,598	11,678,788
<b>Total Expenditures</b>		<b>27,462,805</b>	<b>34,631,130</b>	<b>37,180,298</b>	<b>37,348,119</b>
<b>Excess Revenue (Expenditures)</b>		<b>1,154,530</b>	<b>589,544</b>	<b>602,645</b>	<b>498,160</b>
<b>Beginning Fund Equity @ July 1</b>		<b>6,843,446</b>	<b>7,530,016</b>	<b>7,997,976</b>	<b>8,600,621</b>
<b>Ending Fund Equity @ June 30</b>		<b>7,997,976</b>	<b>8,119,560</b>	<b>8,600,621</b>	<b>9,098,781</b>

**General Fund Operating  
General Fund Budget Revision and Projection**



<u>REVENUE</u>	<u>FUNCTION</u>	<u>20-21 Actual</u>	<u>21-22 Preliminary</u>	<u>21-22 Revision 1</u>	<u>22-23 Preliminary</u>
Local Sources	1xx	1,193,415	1,190,203	1,227,750	1,239,750
Other Political Subdivisions	2xx				
State Sources	3xx	2,729,031	2,588,014	2,836,339	2,866,882
Federal Sources	4xx				
Transfers In	5xx-6xx	2,017,754	1,999,976	1,835,932	1,827,288
<b>Total Revenue and Transfers</b>		<b>5,940,200</b>	<b>5,778,193</b>	<b>5,900,021</b>	<b>5,933,920</b>
<b><u>EXPENDITURES</u></b>					
Instruction:	1XX				
Basic Programs	11X	-	-	-	-
Added Needs	12X	-	-	-	-
<b>Total Instruction Services</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Support Services:	2XX				
Pupil Support	21X	-	-	-	-
Instructional Staff Support	22X	865,644	1,038,631	1,002,139	1,064,547
General Administration	23X	521,082	518,526	514,862	530,976
School Administration	24X				
Business Services	25X	792,802	843,412	835,825	875,224
Operations and Maintenance	26X	439,730	420,884	413,673	427,115
Transportation	27X				
Other Central Support	28X-29X	1,288,976	1,460,106	1,516,498	1,503,075
<b>Total Support Services</b>		<b>3,908,234</b>	<b>4,281,559</b>	<b>4,282,997</b>	<b>4,400,937</b>
Community Services	3XX	-	-	-	-
Other Financing Uses	4XX-6XX	909,317	918,312	1,022,229	1,042,673
<b>Total Expenditures</b>		<b>4,817,551</b>	<b>5,199,871</b>	<b>5,305,226</b>	<b>5,443,610</b>
<b>Excess Revenue (Expenditures)</b>		<b>1,122,649</b>	<b>578,322</b>	<b>594,795</b>	<b>490,310</b>
<b>Beginning Fund Equity @ July 1</b>		<b>6,683,657</b>	<b>7,358,591</b>	<b>7,826,789</b>	<b>8,421,584</b>
<b>Ending Fund Equity @ June 30</b>		<b>7,826,789</b>	<b>7,936,913</b>	<b>8,421,584</b>	<b>8,911,894</b>

**General Fund Special Projects  
General Fund Budget Revision and Projection**



<u>REVENUE</u>	<u>FUNCTION</u>	<u>20/21 Actual</u>	<u>21/22 Preliminary</u>	<u>21/22 Revision 1</u>	<u>22/23 Preliminary</u>
Local Sources	1xx	1,801,712	1,951,692	1,808,046	2,174,931
Other Political Subdivisions	2xx				
State Sources	3xx	9,771,651	11,390,553	12,236,817	13,074,634
Federal Sources	4xx	10,951,910	15,965,349	17,691,806	16,516,541
Transfers In	5xx-6xx	39,033	12,210	39,000	39,000
<b>Total Revenue and Transfers</b>		<b>22,564,306</b>	<b>29,319,804</b>	<b>31,775,669</b>	<b>31,805,106</b>
<b><u>EXPENDITURES</u></b>					
Instruction:	1XX				
Basic Programs	11X	-	-	-	-
Added Needs	12X	-	-	-	-
<b>Total Instruction Services</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Support Services:	2XX				
Pupil Support	21X	304,493	362,127	380,722	410,238
Instructional Staff Support	22X	9,189,240	13,757,628	15,521,739	14,636,659
General Administration	23X	-	2,000	2,000	2,000
School Administration	24X	-	-	-	-
Business Services	25X	224,559	328,344	415,076	370,419
Operations and Maintenance	26X	1,705	4,495	3,154	3,820
Transportation	27X	-	-	-	-
Other Central Support	28X-29X	649,438	863,261	1,117,461	987,413
<b>Total Support Services</b>		<b>10,369,435</b>	<b>15,317,855</b>	<b>17,440,152</b>	<b>16,410,549</b>
Community Services	3XX	1,973,585	2,047,997	4,131,148	4,758,442
Other Financing Uses	4XX-6XX	10,221,286	11,953,952	10,204,369	10,636,115
<b>Total Expenditures</b>		<b>22,564,306</b>	<b>29,319,804</b>	<b>31,775,669</b>	<b>31,805,106</b>
<b>Excess Revenue (Expenditures)</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Beginning Fund Equity @ July 1</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Ending Fund Equity @ June 30</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

General Fund Revolving  
General Fund Budget Revision and Projection



<u>REVENUE</u>	<u>FUNCTION</u>	<u>20-21 Actual</u>	<u>21-22 Preliminary</u>	<u>21-22 Revision 1</u>	<u>22-23 Preliminary</u>
Local Sources	1xx	-	-	-	-
Other Political Subdivisions	2xx	-	-	-	-
State Sources	3xx	-	-	-	-
Federal Sources	4xx	-	-	-	-
Transfers In	5xx-6xx	92,346	122,677	107,253	107,253
<b>Total Revenue and Transfers</b>		92,346	122,677	107,253	107,253
<b><u>EXPENDITURES</u></b>					
Instruction:	1XX				
Basic Programs	11X	-	-	-	-
Added Needs	12X	-	-	-	-
<b>Total Instruction Services</b>		-	-	-	-
Support Services:	2XX				
Pupil Support	21X	-	-	-	-
Instructional Staff Support	22X	71,134	102,420	86,618	86,618
General Administration	23X	1,113	2,000	2,050	2,050
School Administration	24X	-	-	-	-
Business Services	25X	8,280	6,035	6,735	6,735
Operations and Maintenance	26X	-	-	-	-
Transportation	27X	-	-	-	-
Other Central Support	28X-29X	421	1,000	4,000	4,000
<b>Total Support Services</b>		80,948	111,455	99,403	99,403
Community Services	3XX	-	-	-	-
Other Financing Uses	4XX-6XX	-	-	-	-
<b>Total Expenditures</b>		80,948	111,455	99,403	99,403
<b>Excess Revenue (Expenditures)</b>		11,398	11,222	7,850	7,850
<b>Beginning Fund Equity @ July 1</b>		159,789	171,425	171,187	179,037
<b>Ending Fund Equity @ June 30</b>		171,187	182,647	179,037	186,887

**LEA Resolution Relating to ISD General Fund Budget**

At the \_\_\_\_\_ School District (regular or special) \_\_\_\_\_  
Board of Education Meeting held on (date) \_\_\_\_\_ the  
following resolution was offered by (member) \_\_\_\_\_ and  
supported by (member) \_\_\_\_\_ to adopt the following resolution.

Ayes (members): \_\_\_\_\_  
\_\_\_\_\_

Nays (members) \_\_\_\_\_

**WHEREAS**, legislation enacted by the Michigan Legislature is intended to provide more local board of education input into the operation of Intermediate School Districts to be sure they are meeting their local constituent district needs, and

**WHEREAS**, PA 234 of 2004 in the ISD Accountability Legislation specifically requires Intermediate School Districts to present their estimated general fund budget for the succeeding school year to local school district boards of education representatives and further requires the adoption of a resolution not later than June 1 to “support or disapprove (with suggested changes)” this budget; and

**WHEREAS**, the Calhoun Intermediate School District has always presented this information annually to the delegate assembly of the Calhoun Area School Board Members Association in March for input and discussion and will, therefore meet the timeline of providing the same required information to CASBMA prior to April 1 of each year; and

**WHEREAS**, Calhoun Intermediate School District is required to “consider” objections or proposed changes as provided by the constituent school district boards;

**NOW, THEREFORE BE IT RESOLVED:** that the \_\_\_\_\_  
School District has reviewed the information provided by the Administration of the Calhoun Intermediate School District relating to their projected 2022-2023 General Fund Budget and, following our careful review the Board of Education (supports or disapproves, with suggested changes) \_\_\_\_\_ the 2022-2023 Calhoun Intermediate School District General Fund Operating Budget.



# Union City Community Schools

430 St. Joseph Street  
Union City, MI 49094  
Ph: 517.741.8091  
Fax: 517.741.5205

**Chris Katz**  
Superintendent  
ckatz@unioncityschools.org

3/18/2022

To: UCCS School Board

From: Superintendent Chris Katz

Re: School Nurse

School nurse is an area of need that repeatedly comes up in conversations with staff and building principals. We had this position in place at one time and it was removed as a cost savings. The state this year offered a grant to help with paying for a school nurse position.

In January I reached out to Eric Pessell at CCPHD regarding the potential to contract with them for a school nurse and utilize 31o grant funding that had been offered. I was informed that they had been having difficulty finding people to fill positions in contracts they already had in place.

Nonetheless, I began communication with Brigette Reichenbaugh at CCPHD and she provided me with a proposed contract for a school nurse at a cost of approximately \$75,000 per year. 31o funding for the position would cover full cost the first year, 2/3 the second year, 1/3 the third year and we would bear the full cost in year four and beyond.

Since no actual person is available for the position at this time, we are too late for 31o funding for this year. However, this funding is in the governor's proposed budget for 2022-23. I have asked Sara to include this position in our budget plans for now.

Thank you,

Chris Katz













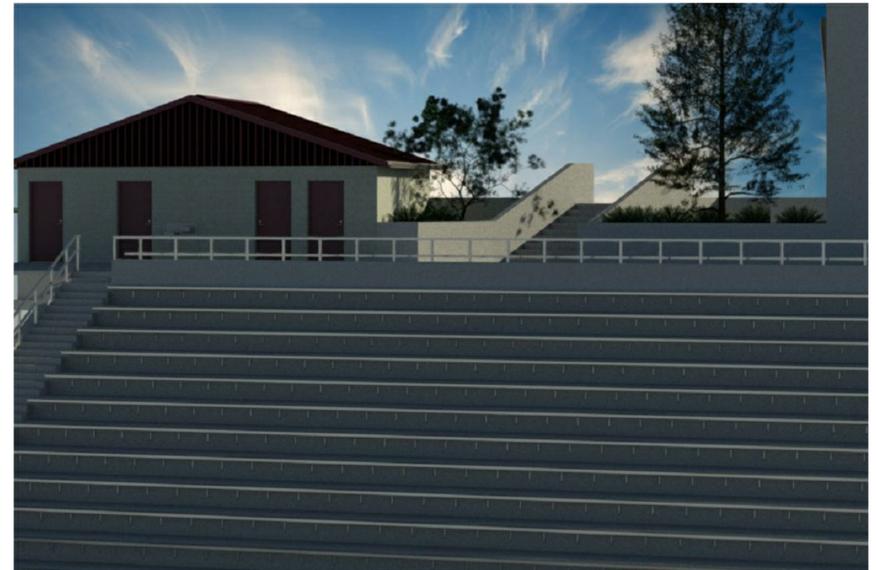
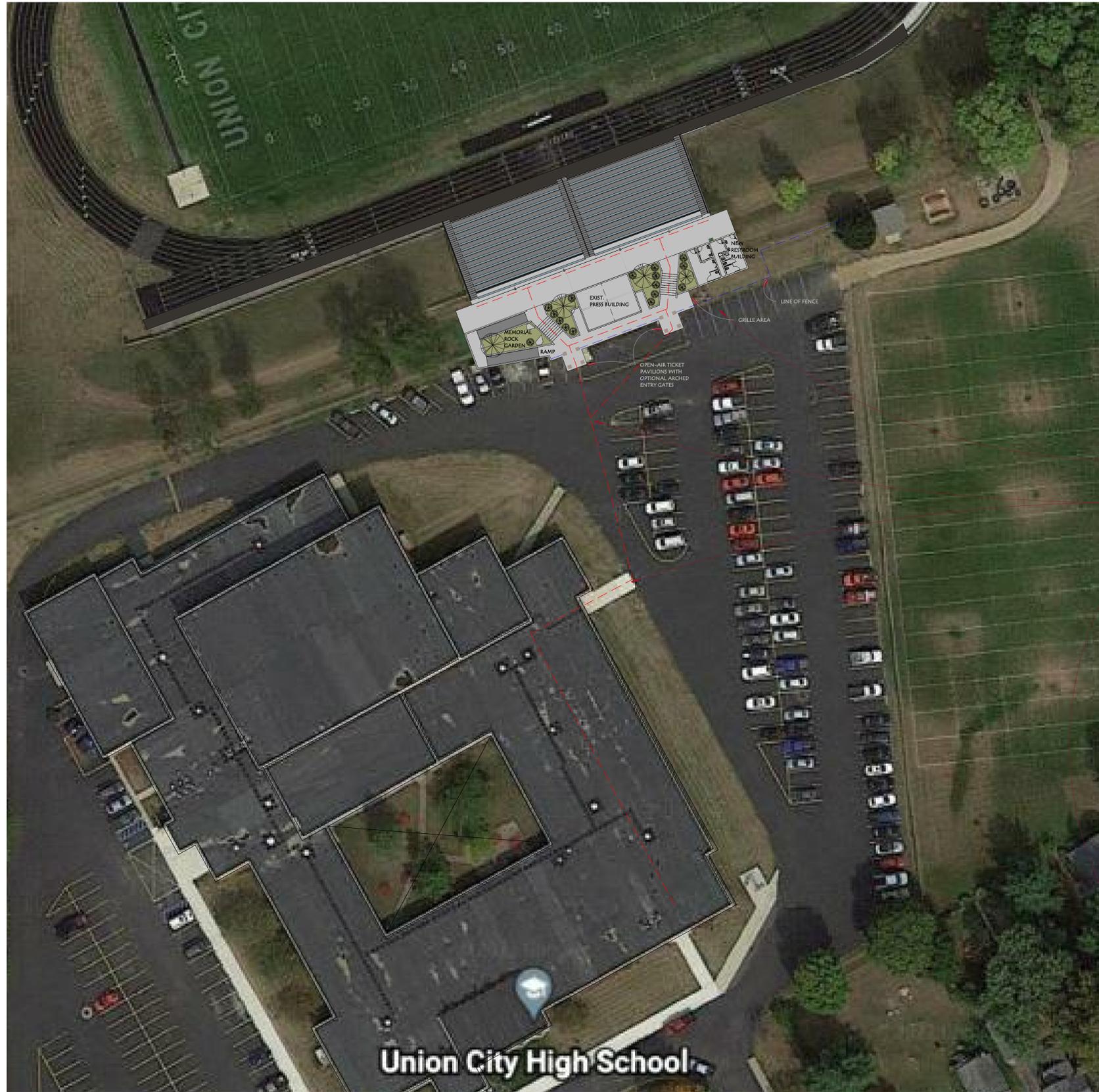












RENDERING @ NEW BLEACHERS

RESTRIPE PARKING LOT NEAR BLEACHERS TO PROVIDE ADA COMPLIANT PARKING WITH SIGNAGE. NUMBER OF ACCESSIBLE PARKING SPACES T.B.D.

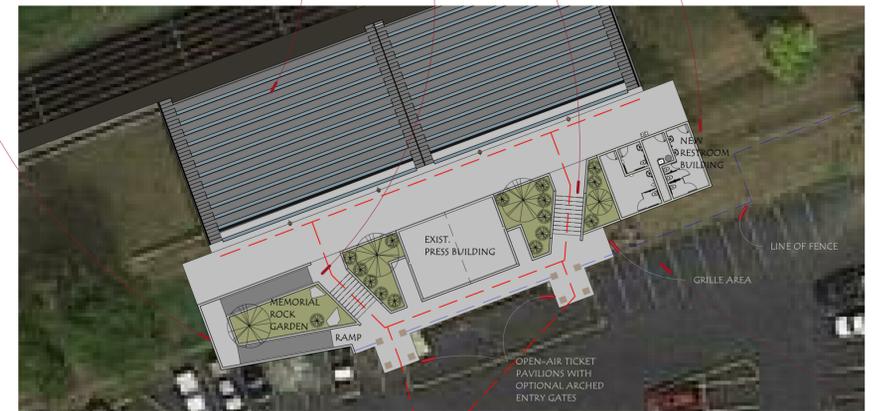
PATH OF TRAVEL TO (2) TEACHER'S RESTROOMS AND (2) STUDENT GANGED RESTROOMS WITHIN HIGH SCHOOL. PROVIDE NEW OR MODIFY/REPAIR EXISTING CURB CUTS AS NEEDED TO PROVIDE ADA COMPLIANT PATH OF TRAVEL. NOTE THAT TRAVEL DISTANCE TO RESTROOMS IS WITHIN 500' OF THE MAJORITY OF BLEACHER SEATS

NEW CONCRETE RETAINING WALLS

NEW RESTROOM BUILDING

NEW CONCRETE RAMP AND STAIRS WITH RETAINED PLANTING BEDS

NEW CONCRETE BLEACHERS WITH NEW CONCRETE WALKWAYS BEHIND AND SURROUNDING PRESS BLDG.



1 SITE DIAGRAM  
A-1 SCALE: 1/32" = 1'-0"



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PROJECT NAME:  
**UNION CITY CS BLEACHER REPLACEMENT**

430 St. Joseph St, Union City, MI 49094

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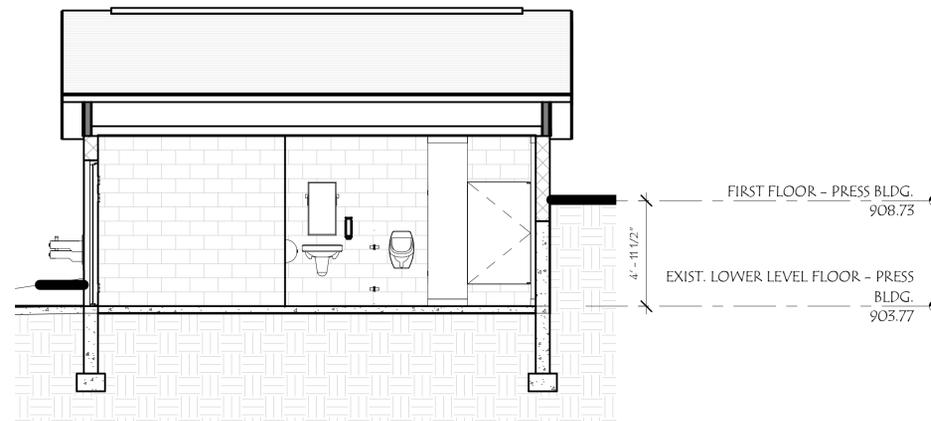
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SITE DIAGRAM

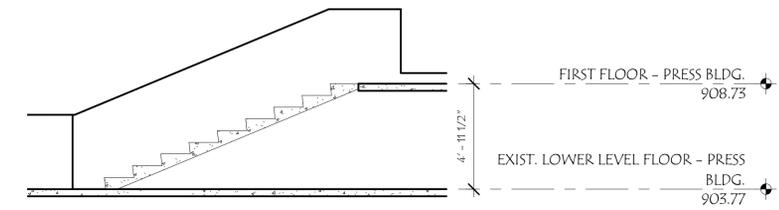
JOB NO: 214376

A-1



SECTION @ RESTROOM

2 BUILDING  
A-2 SCALE: 1/4" = 1'-0"

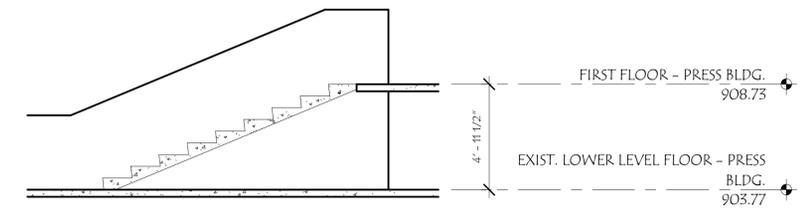


SECTION @ WEST STAIR

3  
A-2 SCALE: 1/4" = 1'-0"

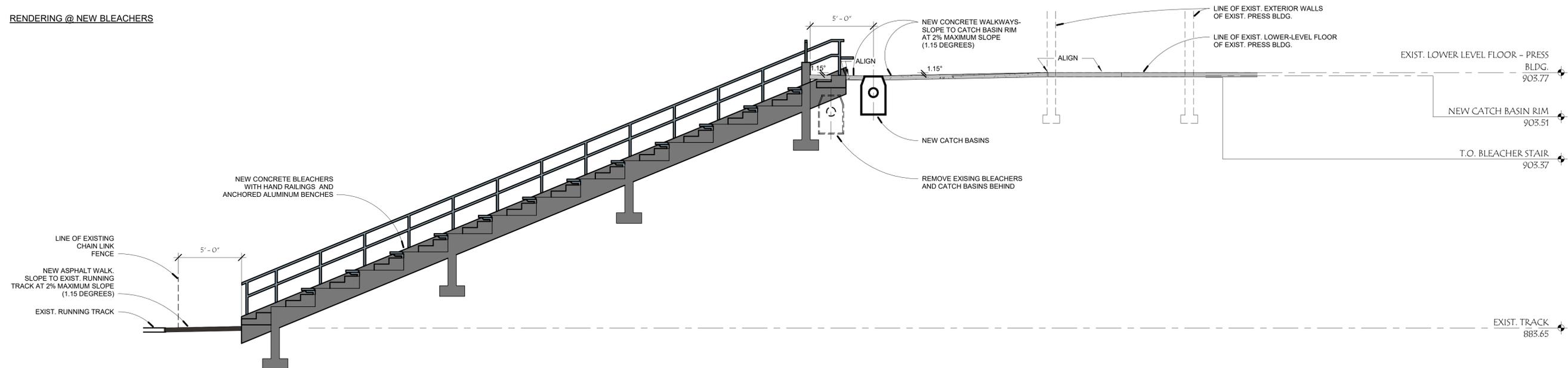


RENDERING @ NEW BLEACHERS



SECTION @ EAST STAIR

4  
A-2 SCALE: 1/4" = 1'-0"



SITE SECTION @ NEW BLEACHERS

1  
A-2 SCALE: 1/4" = 1'-0"

PROJECT NAME:

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BLEACHER  
REPLACEMENT**

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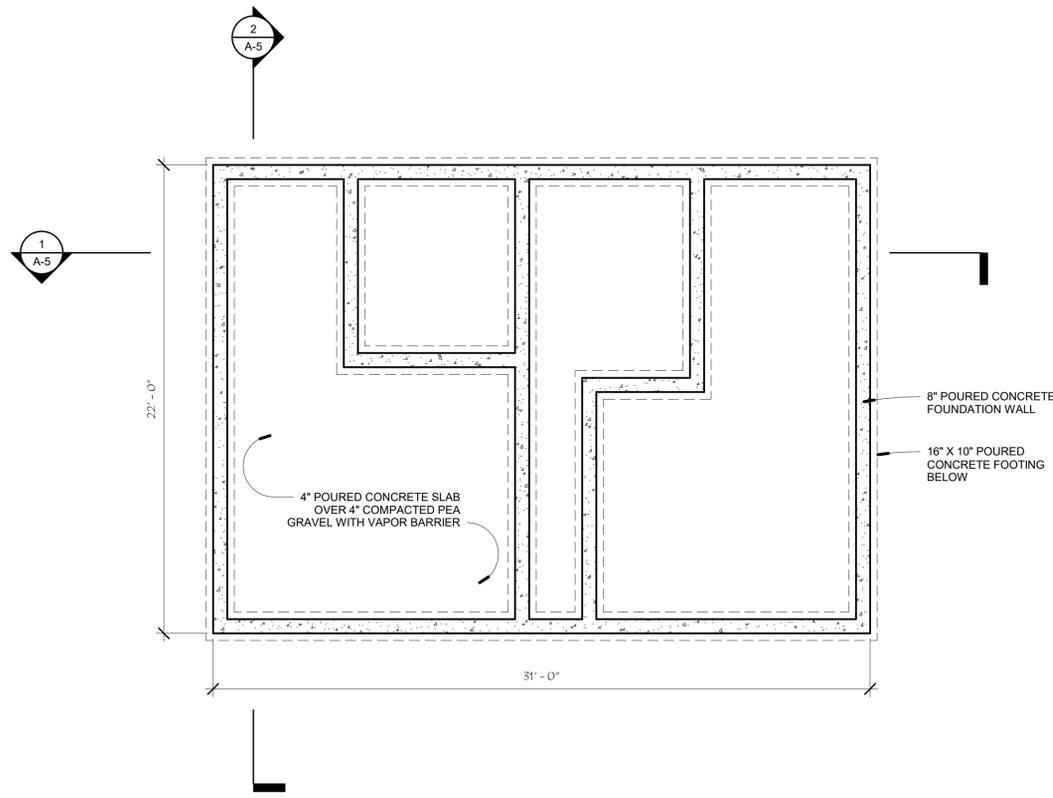
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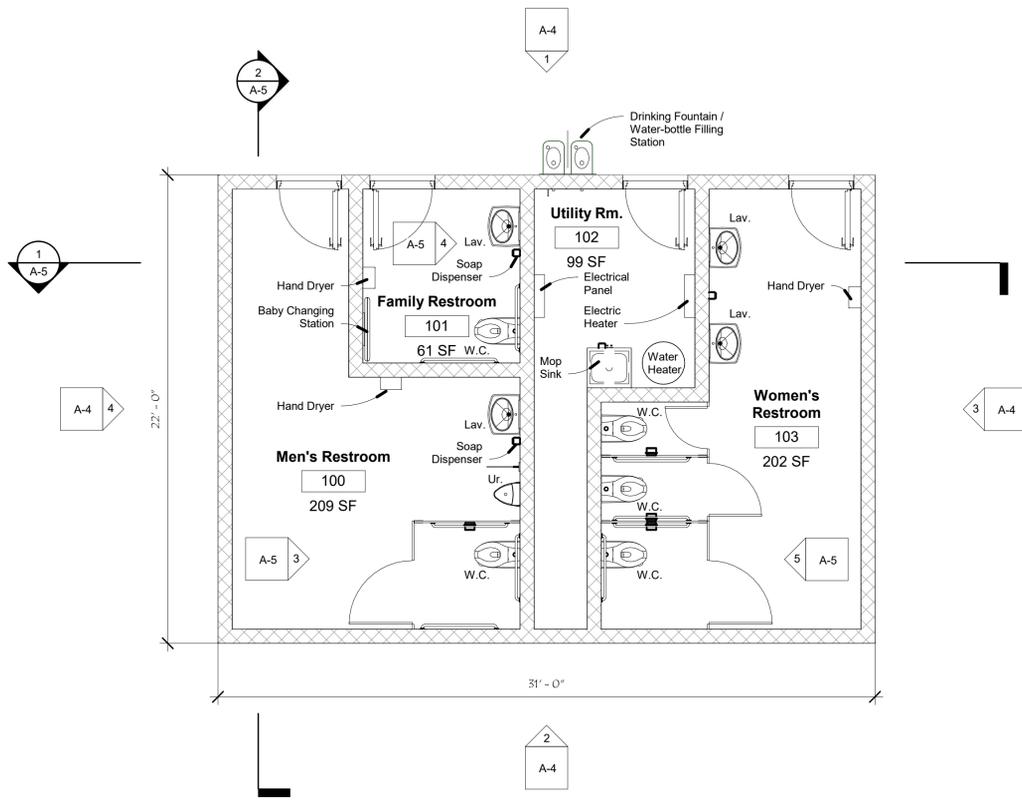
SECTIONS

JOB NO: 214376

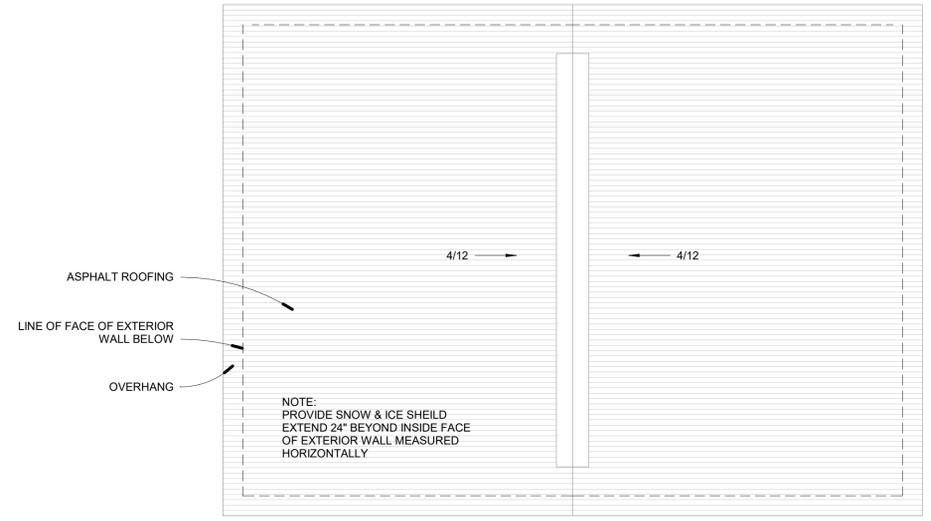
A-2



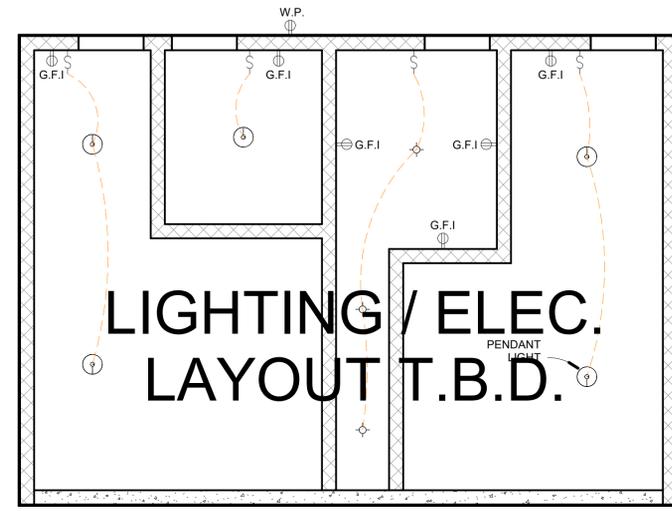
**2** FOUNDATION PLAN  
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**1** FLOOR PLAN  
 SCALE: 1/4" = 1'-0"



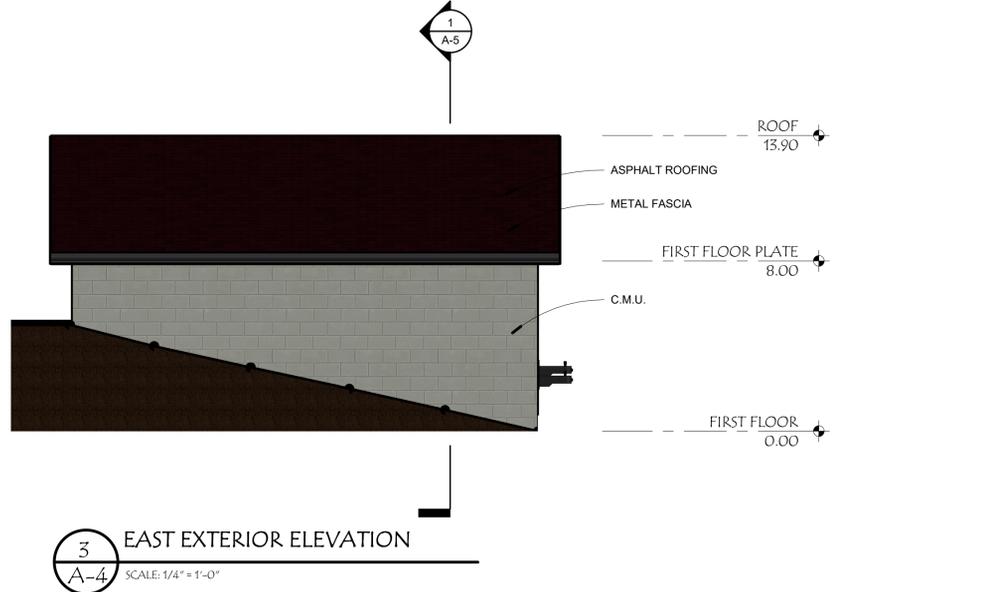
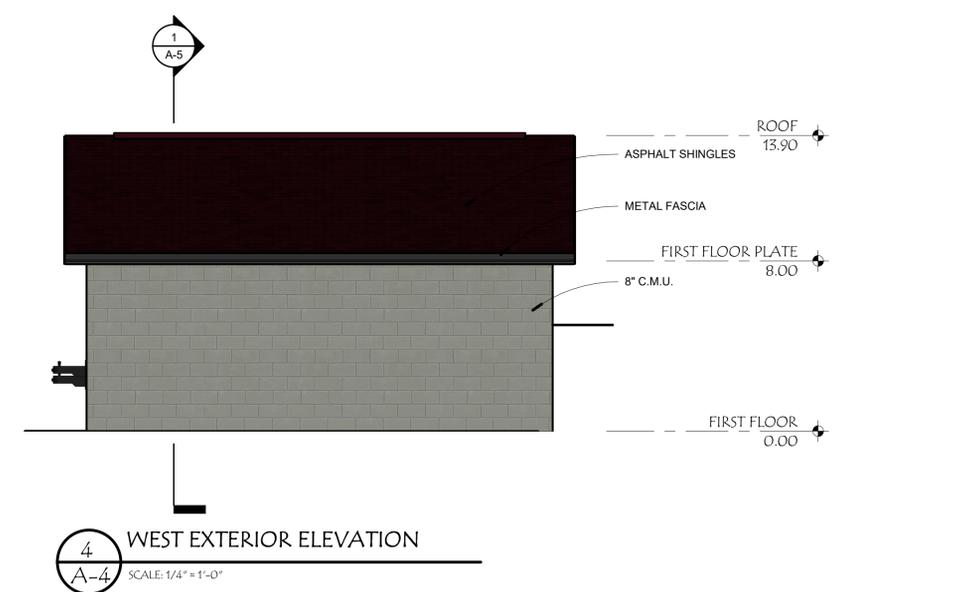
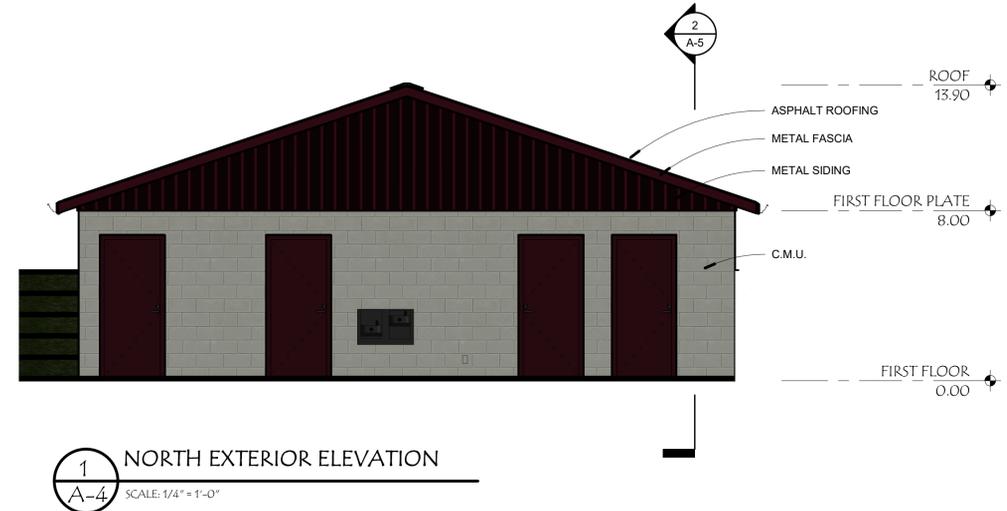
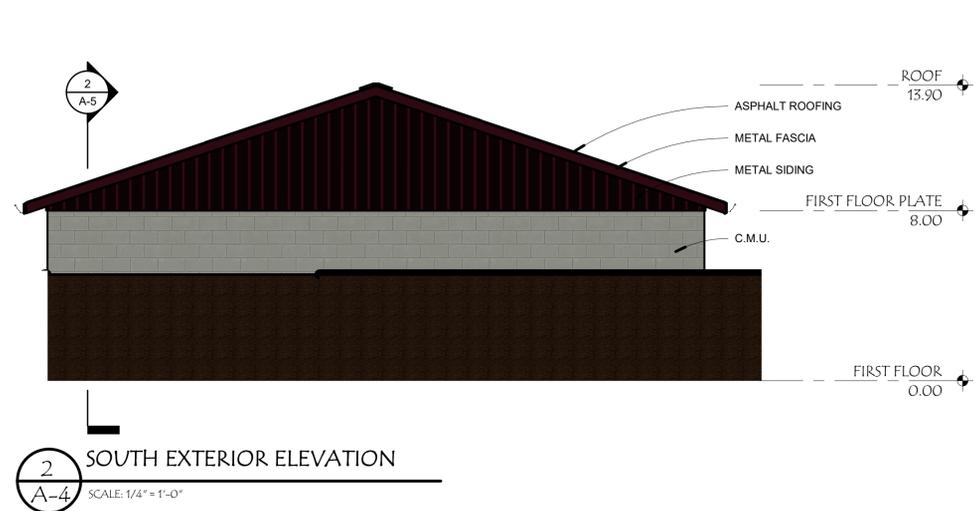
**3** ROOF PLAN  
 SCALE: 1/4" = 1'-0"



**4** ELECTRICAL PLAN  
 SCALE: 1/4" = 1'-0"



RENDERING @ RESTROOM BUILDING



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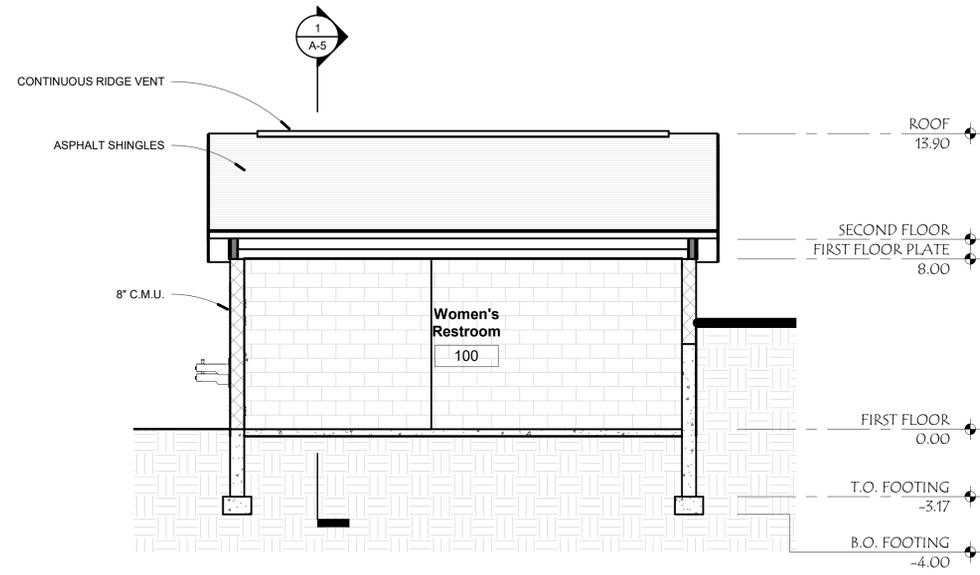
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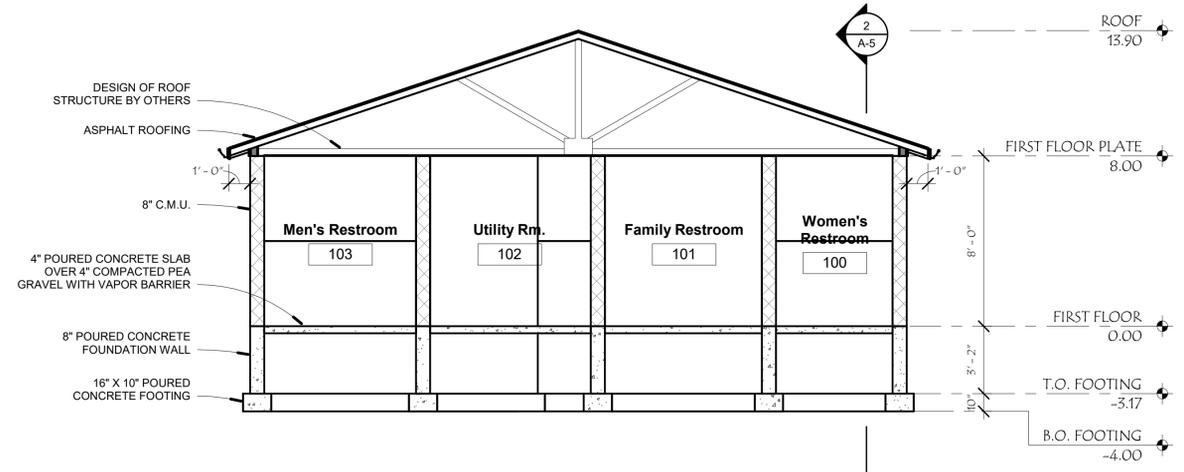
RESTROOM BUILDING EXTERIOR ELEVATIONS

JOB NO: 214376

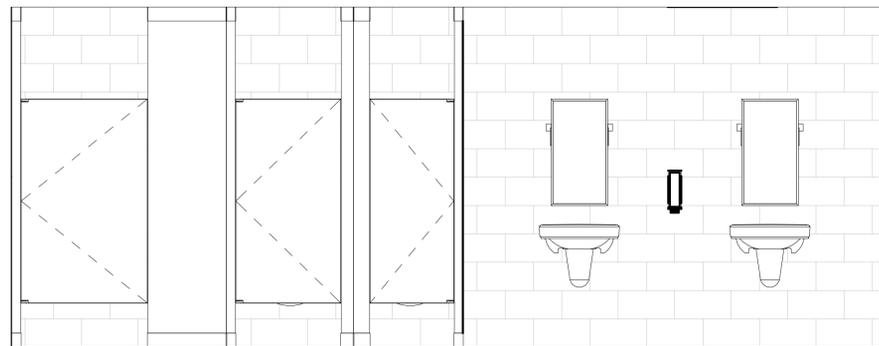
A-4



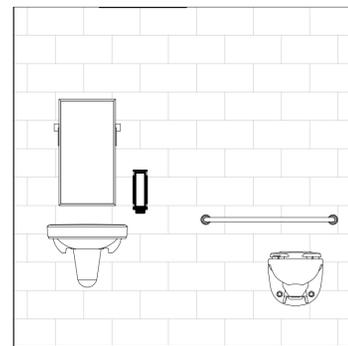
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A-5 SCALE: 1/4" = 1'-0"



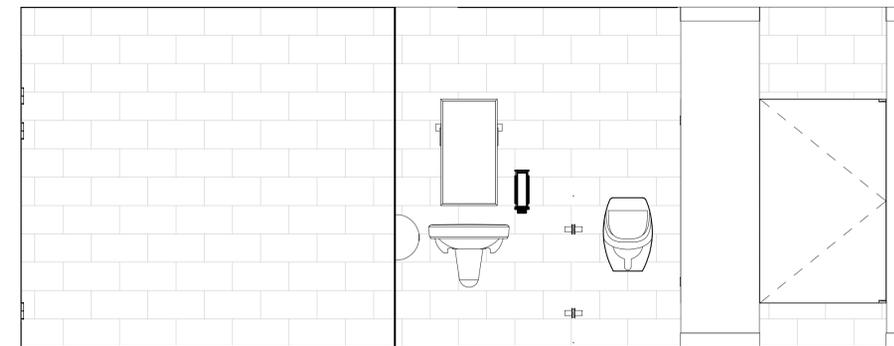
1 BUILDING SECTION 'A'  
A-5 SCALE: 1/4" = 1'-0"



5 INTERIOR ELEVATION @ MEN'S  
RESTROOM  
A-5 SCALE: 1/2" = 1'-0"



4 INTERIOR ELEVATION @ FAMILY  
RESTROOM  
A-5 SCALE: 1/2" = 1'-0"



3 INTERIOR ELEVATION @  
WOMEN'S RESTROOM  
A-5 SCALE: 1/2" = 1'-0"

PROJECT NAME:  
**UNION CITY CS  
BLEACHER  
REPLACEMENT**

430 St. Joseph St, Union City, MI  
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BUILDING BUILDING  
SECTIONS AND  
INTERIOR  
ELEVATIONS

JOB NO: 214376

A-5