

Union City Community Schools

“Educating and Preparing Each Child for Their Future”

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, September 15, 2025	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. Regular Meeting 8/18/25
2. Closed Meeting 8/18/25

b. **Hoosier Gym Basketball Game**

The varsity boys and girls basketball teams will be playing the Homer varsity teams on January 3, 2026 at the Hoosier Basketball Gym in Knightstown, Indiana.

c. **Grand Canyon Trip**

Richard Maples, High School History Teacher, is requesting approval for a trip to the Grand Canyon in 2027.

IV. **Correspondence**

Thank you note from Chris Katz.

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 items on the agenda. 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. **Presentation**

Courtney James from Stryker will be presenting on Vocera a hands-free communication system.

VII. **Action Items**

a. **Financials**

Board action is required to approve the financials for the month ending August 31, 2025.

b. **Authorizing Resolution Relative to the Issuance of Bonds**

Board action is required to approve the resolution authorizing the issuance and delegating the sale of bonds. The bonds shall be designated 2025 School Building and Site Bonds, Series I and the principal sum is not to exceed \$2,500,000.

c. **Credit Card Authorization**

Board action is required to remove Chris Katz as a user for the school credit card. In addition, the board gives Patrick McKerr, Superintendent, authority to use the school credit card and be issued a credit card in his name.

d. **Christman Contract**

Board action is required to approve the contract with Christman as the construction manager for the construction project as presented.

e. **Contract with C2AE**

Board action is required to approve the contract with C2AE for architecture services for the construction project as presented.

f. **Vocera System Purchase**

Board action is required to approve the purchase of the Vocera Software and Hardware program for an amount not to exceed \$120,000.

g. **Policy 5209 Revision**

Vote to approve changes to Policy 5209 as presented. The new policy better aligns with the previously accepted cell phone policy prior to adoption of Thrun policies.

h. **Student Handbooks**

Board action is required to approve the student handbooks for 2025-2026.

i. **High School Curriculum Guide**

Board action is required to approve the high school curriculum guide for 2025-2026.

VIII. **Discussion Items**

a. **Graduation Credit Requirements**

High School Principal, Amber Case; and Career and College Readiness Coordinator, Stacy Guertler, would like to change the graduation requirements as stated in Policy 5409 from 23 credits to 22 credits.

b. **Construction Project Update**

Patrick will update the board on the construction project,.

IX. **Information Items**

a. **New Hire**

Amanda Lindblom, Middle School Paraprofessional.

b. **Board Workshop**

Monday, September 29 at 6:30 p.m. Successful Superintendent Transition with Michael Rochholz from MASB.

X. 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.

XI. Board Roundtable

XII. Closed Session

Board action is required for the board to adjourn to closed session for the purpose of discussing student discipline per Section 8(b) of the Open Meetings Act.

XIII. 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 five (V) and eight (VIII). 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.

Monthly Board Meeting
Monday, August 18, 2025 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.

Jennifer Gautsche:	Present
Amber Herman:	Present
Darin LaBar:	Present
Jeremy Steele:	Present
Archie Mears:	Present
Paul Arlt:	Present
Andrew Yockey	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 Jeremy Steele and seconded by Darin LaBar, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea,
Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 7 Nay: 0

Approval of Minutes

Regular Meeting 7/21/25
Special Meeting 7/29/25

Correspondence - None

Comments From the Audience on Agenda Items - None

Public Comments Statement

Action Items

Closed Session

The Board of Education adjourns to closed session per Section 8(b) of the Open Meetings Act. This motion, made by Darin LaBar and seconded by Andrew Yockey, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea,
Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 7 Nay: 0

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

The Board of Education comes back into open session. This motion, made by Paul Arlt and seconded by Jeremy Steele, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea,
Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 7 Nay: 0

President Amber Herman called the meeting back to order at 7:13 p.m.

Petition for Reinstatement

The Board of Education approves the reinstatement of the student for the 2025-2025 school year with modifications to the plan as follows: The student may attend school two days per week for up to two hours each day, as outlined in the current plan. For at least the first two weeks of school, the student is not permitted to have any interaction with other students. If additional in-person time is requested, approval must first be granted by the Board. This motion, made by Darin LaBar and seconded by Jeremy Steele, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea,
Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 7 Nay: 0

Financials

The Board of Education approves the financials for the month ending July 31, 2025 as presented. This motion, made by Darin LaBar and seconded by Andrew Yockey, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea,
Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 7 Nay: 0

Millage Levy Resolution

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

Paul Arlt: Yea, Archie Mears: Yea, Darin LaBar: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea
Yea: 7 Nay: 0

Retirement

The Board of Education accepts the retirement of Chris Katz effective August 31, 2025. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea,
Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 7 Nay: 0

Retirement

The Board of Education accepts the retirement of Kelly AcMoody effective December 31, 2025. This motion, made by Darin LaBar and seconded by Jennifer Gautsche, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 7 Nay: 0

Purchase of Electric Buses

The Board of Education approves the purchase of six electric buses from Hoekstra in the amount of \$2,360,628. This is fully covered by a grant. This motion, made by Andrew Yockey and seconded by Jeremy Steele, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 7 Nay: 0

Group Contracts

The Board of Education approves the group contracts for Food Service, Paraprofessionals, Secretarial and Transportation as presented. This motion, made by Archie Mears and seconded by Andrew Yockey, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 7 Nay: 0

Individual Contracts

The Board of Education approves the individual contracts for Amber Case, High School Principal; Jamie Thomas, Middle School Principal; and Michael Bates, Elementary Principal as presented. This motion, made by Andrew Yockey and seconded by Paul Arlt, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 7 Nay: 0

Salary Schedule

The Board of Education approves the salary schedule as presented to meet the requirements of the Michigan Office of Retirement Services. This motion, made by Andrew Yockey and seconded by Archie Mears, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 7 Nay: 0

Superintendent Contract

The Board of Education approves the superintendent contract for Patrick McKerr for September 1, 2025 – June 30, 2028 as presented. This motion, made by Jeremy Steele and seconded by Archie Mears, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Nay, Archie Mears: Yea,
Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 6 Nay: 1

Middle School Teacher Hiring

The Board of Education approves the hiring of Rachel Bowers for the position of Middle School ELA/Social Studies teacher. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea,
Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 7 Nay: 0

Discussion Items

Building Project

Chris went over the initial budget and plans for the building project.

Board Workshop

The board would like to try to schedule a board workshop for September 29 with a representative from MASB to discuss successful superintendent transition.

Information Items

New Hires

Resignation

Public Comment - None

Public Comments Statement

Board Roundtable – Amber Herman. The board presented Chris with a card of appreciation and thanked him for everything.

Adjournment

The Board of Education adjourns the meeting. This motion, made by Darin LaBar and seconded by Jennifer Gautsche, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea,
Paul Arlt: Yea, Andrew Yockey: Yea, Jeremy Steele: Yea
Yea: 7 Nay: 0

Amber Herman adjourned the meeting at 8:51 p.m.

Jennifer Gautsche
Secretary

Kelly AcMoody
Recording Secretary





SCHEDULING GAMES AT THE HOOSIER GYM
ALL COMMUNICATION FOR GAMES IS BY EMAIL ONLY. NO PHONE CALLS.
RENTALS@THEHOOSIERGYM.COM

In order to schedule a game(s) at The Hoosier Gym, you **MUST** have an opponent in place. The Hoosier Gym does **NOT** find opponents. There is a limit of two (2) games.

RENTAL: The Rental Fee for the Gym is \$100 per game and must be paid in full to secure the date.

DOORS OPEN TO PLAYERS & FANS: On Game Day **ONE HOUR** prior to their first tip time. Since there will likely be games prior to or after your game, **NO EARLY TICKET SALES** are allowed. If you have the early game, we ask that your fans leave the Gym quickly after your last game has ended to allow us to prepare the Gym for the next game.

TICKETS: Tickets will be sold to all fans at the door one hour prior to your first tip time for \$10 (Cash). The total number of tickets sold cannot exceed **600 TOTAL** tickets. We are closely monitored by the Fire Marshall!

OFFICIALS: The Hoosier Gym will schedule officials for all games! Three Officials for Varsity and Two Officials for Junior Varsity. The Officials are paid out of ticket revenue. If a balance remains after paying the officials, the difference is split 50/50 between The Hoosier Gym and the Home Team. If not enough ticket revenue is collected to pay the officials, the difference must be made up by **THE HOME TEAM**.

HOME TEAM RESPONSIBILITIES: The Home Team must provide an Athletic Trainer, Clock Operator, Scorekeeper and Announcer. May designate an Anthem singer, if desired, or use the Gym's recorded version. Both teams must supply own practice balls. Game ball supplied by The Hoosier Gym.

CHEERLEADERS: Because of limited sideline space, Cheerleaders (if attending) must remain in the front row of Sections B & C, if space permits. If all seats are sold, they will be on the Stage. Cheerleaders will be allowed on the floor for player introductions, half-times, and between quarters.

CONCESSIONS & MEMORABILIA: The Hoosier Gym will sell concessions. No outside food or drinks are allowed by fans in the Gym. The Hoosier Gym will sell Hoosier Gym merchandise. No outside sales of memorabilia is allowed.

CERTIFICATE OF INSURANCE: Each school must provide The Hoosier Gym with a Certificate of Liability at least one week prior to your game.

355 N Washington Street, Knightstown, IN 46148
765-345-2100

FIELD TRIP REQUEST FORM

Teacher: Richard Maples School/Class: High School

Request Date: 8-28-25 Trip Date: 6-27 Destination: Grand Canyon

Number of Students: 20-30 Number of Staff/Chaperones: 3-4

Purpose of Trip: Education, Geology, History, Sight seeing

Course of Study: History Fee(s): 2,900/student

Specific Learning Objectives to be Accomplished:
Early American History, American Expansion

Student Behaviors that will Confirm Achievement of the Learning Objectives:
Knowledge of Southwestern US, American Conquest, Manifest Destiny

Course Objectives Related to the Learning Objectives:
American Expansion, Early American/First Peoples Culture

Pre-Trip Lessons/Activities to be Done in the Classroom:
Promotional information

Post Trip Activities/Lessons to Reinforce/Extend Learning:

Better understanding of the Geography of America.

I have utilized the guidelines in 2340A to plan, conduct, and evaluate the trip and, upon approval of the trip, I will obtain parental permission (2340 F2 or F2A) and use the Checklist for Trips (2340 F3). I certify that this trip, as requested, is in conformity with the administrative guidelines established by the District.

Field Trip Approval

Trip Approved: _____ Trip Disapproved: _____

Principal: _____ Date: _____

NOTE: All field trips over 50 miles, one way, must be approved by the Board of Education

Trip Approved: _____ Trip Disapproved: _____

Superintendent: _____ Date: _____

HIGH SCHOOL USE ONLY

SUBSTITUTE NEEDED:

A1 _____	B1 _____
A2 _____	B2 _____
A3 _____	B3 _____
A4 _____	B4 _____

DUE 15 WORKDAYS BEFORE TRIP

SUBMIT 2 COPIES TO BUILDING OFFICE

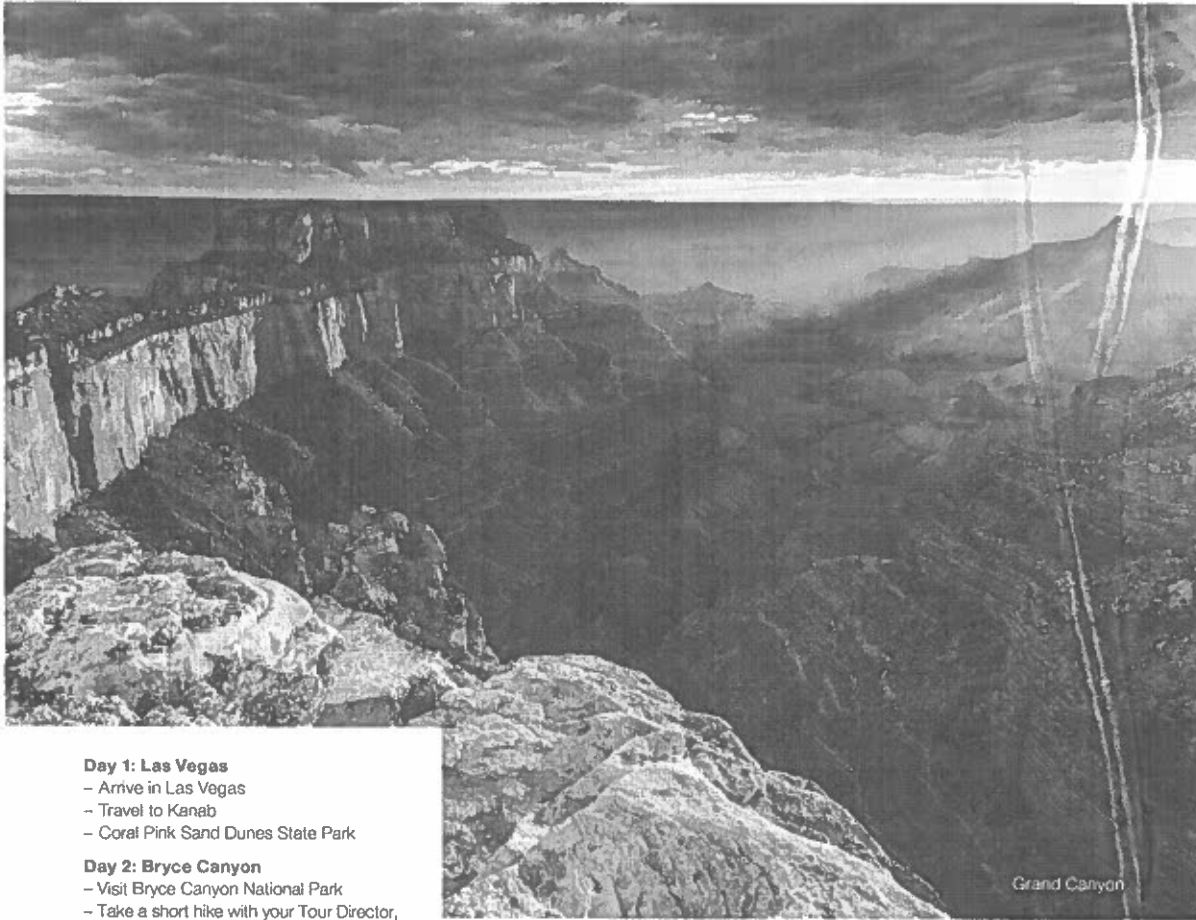
SUBMIT A BUS REQUEST IF USING DISTRICT TRANSPORTATION



EXPLORE AMERICA

U.S. NATIONAL PARKS: THE GRAND CANYON, BRYCE, AND ZION

6 days | Las Vegas | Bryce Canyon | Zion National Park | Grand Canyon | Sedona



Day 1: Las Vegas

- Arrive in Las Vegas
- Travel to Kanab
- Coral Pink Sand Dunes State Park

Day 2: Bryce Canyon

- Visit Bryce Canyon National Park
- Take a short hike with your Tour Director, such as the Inspiration Trail or Sunset Trail

Day 3: Zion National Park

- Zion National Park
- Take a short hike, with your Tour Director, such as the Upper Emerald Pool Trail

Day 4: Glen Canyon

- Snap a photo at the Vermillion Cliffs
- Explore Glen Canyon National Recreation Area, which may include Glen Canyon Dam, Wahweap Overlook, and Glen Canyon Visitors Center
- Enjoy a Colorado River flat trip (March-October)
- Travel to Flagstaff
- Stargaze at Lowell Observatory

Day 5: Grand Canyon

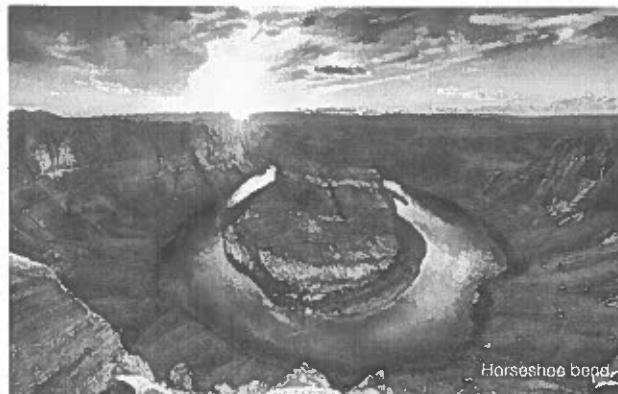
- Visit Grand Canyon National Park
- See an IMAX film at the Grand Canyon Visitor Center
- Enjoy an evening activity

Day 6: Sedona | Phoenix | Depart for home

- Travel to Sedona
- Stop for photos at Oak Creek Canyon Vista Point
- Take a hike to the Sedona Airport Overlook
- Travel to Phoenix
- Depart for home

THE GRAND CANYON

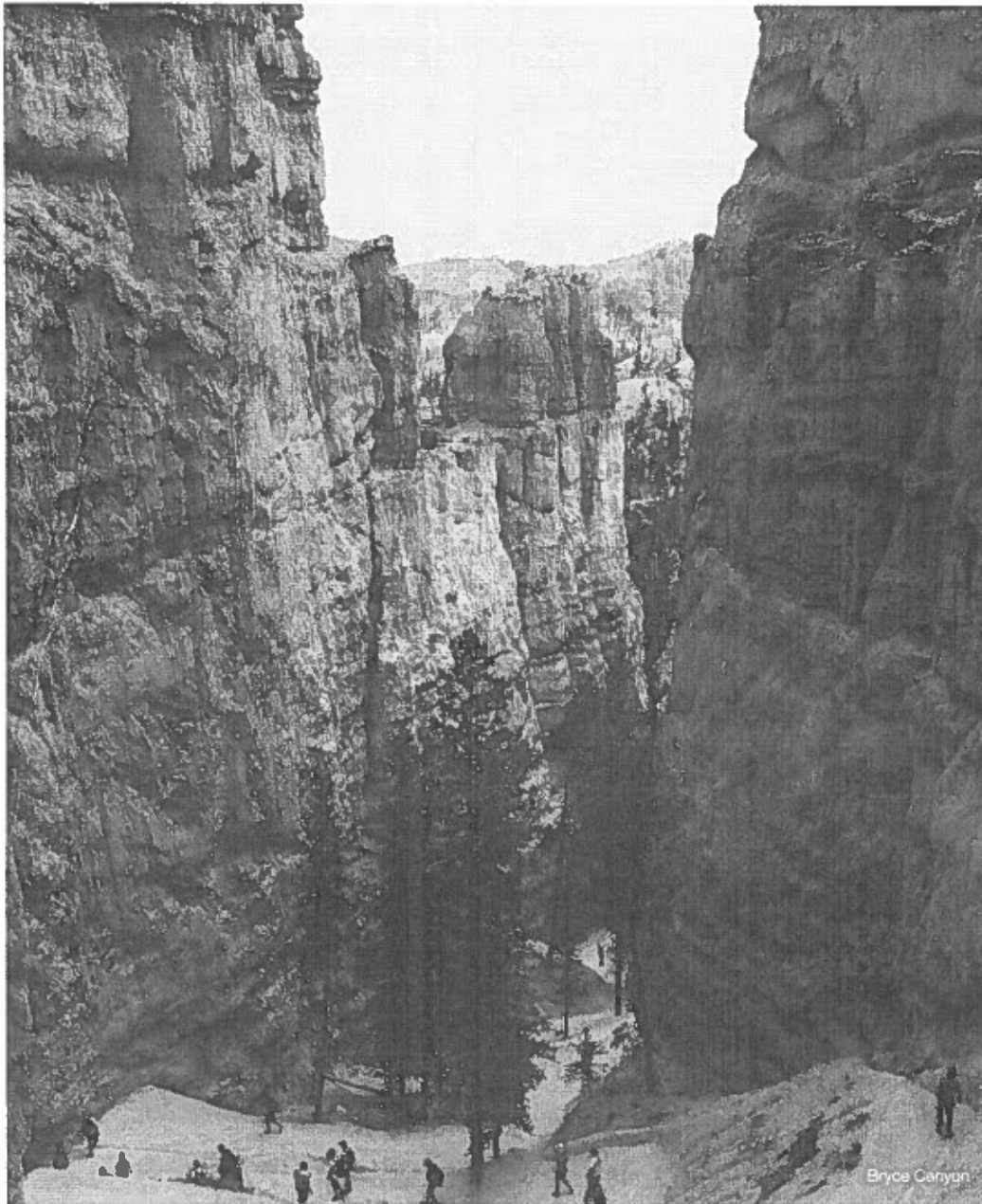
It's easy to think of the Grand Canyon in numbers: 277 miles long, up to 18 miles wide, as much as a mile deep. But once you're there, you'll see that numbers can't describe the seemingly never-ending view. Or the canyon's gradient rock walls, which serve as a natural timeline. Or the Colorado River, a winding streak of deep blue between red rock formations. As you hike along the rim trails of this iconic national site, you'll understand why it's one thing to know the canyon's dimensions and another to behold them.



Customize this tour by adding optional activities or extending your experience.











BRYCE CANYON

Bryce Canyon has remarkable crimson-colored hoodoos, or spire-shaped rock formations that tower up from the bottom of the canyon like an army of guards. Take in the incredible geography of this national park as you hike through the alpine environment and seek out the bristlecone pines that reside here—some of the oldest trees in the world.



Itinerary subject to change. For complete financial and registration details, please refer to the Booking Conditions.

Your experience includes

-  Round-trip and on-tour transportation
-  5 nights hotel accommodations
-  Round-the-clock Tour Director
-  Breakfast and dinner daily
-  Comprehensive sightseeing tours
-  Visits to special attractions
-  Overnight security at your hotel
-  Illness and accident coverage
-  Travel ID badges and backpacks
-  All gratuities

Options

- Lunches
- Eamed credit for Group Leaders and students

U.S. NATIONAL PARKS: THE GRAND CANYON, BRYCE, AND ZION

6 days | Las Vegas | Bryce Canyon | Zion National Park | Grand Canyon | Sedona



Grand Canyon

Day 1: Las Vegas

- Arrive in Las Vegas
- Travel to Kanab
- Coral Pink Sand Dunes State Park

Day 2: Bryce Canyon

- Visit Bryce Canyon National Park
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Day 3: Zion National Park

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Day 5: Grand Canyon

- Visit Grand Canyon National Park
- See an IMAX film at the Grand Canyon Visitor Center
- Enjoy an evening activity

Day 6: Sedona | Phoenix | Depart for home

- Travel to Sedona
- Stop for photos at Oak Creek Canyon Vista Point
- Take a hike to the Sedona Airport Overlook
- Travel to Phoenix
- Depart for home

THE GRAND CANYON

It's easy to think of the Grand Canyon in numbers: 277 miles long, up to 18 miles wide, as much as a mile deep. But once you're there, you'll see that numbers can't describe the seemingly never-ending view. Or the canyon's gradient rock walls, which serve as a natural timeline. Or the Colorado River, a winding streak of deep blue between red rock formations. As you hike along the rim trails of this iconic national site, you'll understand why it's one thing to know the canyon's dimensions and another to behold them.



Horseshoe bend

I want to thank you all for the
very thoughtful and generous retirement
gift. It was a real blessing to have
such a great school bond to work
with. I appreciate you all very

much.

Thanks again,

Chi

Union City Community Schools
 General Fund Statement of Revenue and Expenditure Compared to Budget
 For Period Ending August 31, 2025

	YTD ACTIVITY	CURRENT BUDGET	VARIANCE	PERCENT OF BUDGET
REVENUE				
Local Sources	13,305.28	\$ 1,506,619	(1,493,314)	0.88%
State Sources	0	10,837,528	(10,837,528)	0.00%
Federal Sources	0	277,580	(277,580)	0.00%
Other Financing Sources	0	580,000	(580,000)	0.00%
		32,000		
TOTAL REVENUE	13,305	13,233,727	(13,188,422)	
EXPENDITURES				
INSTRUCTION				
Basic Program	1,164,026	5,984,217	4,820,191	19.45%
Added Needs	284,833	2,187,418	1,902,585	13.02%
Total Instruction	1,448,859	8,171,635	6,722,776	
SUPPORT SERVICE EXPENSE				
Pupil	103,297	671,043	567,746	15.39%
Improvement Instructional Staff	68,721	197,729	129,008	34.75% Evaluation tool subscription paid early in year
General Administration	75,939	405,899	329,960	18.71%
School Administration	120,273	764,880	644,607	15.72%
Fiscal Services	81,326	341,415	260,089	23.82%
Operation & Maintenance	361,415	1,192,461	831,046	30.31% Property Insurance paid early in year
Transportation	53,977	718,231	664,254	7.52%
Central Support	105,912	216,404	110,492	48.94% Software subscriptions paid early in year
Athletics	64,917	573,387	508,470	11.32%
Community Services	2,261	6,200	3,939	36.46%
Payments to Other Govt Units	14,856		(14,856)	0.00%
Site Improvement Services	0		0	0.00%
Prior Period Adjustments	0		0	0.00%
Debt Service	0	36,159	36,159	0.00%
Fund Modification to Food Service	0	0	0	0.00%
Total Support Services	1,052,893	5,123,808	3,426,711	
TOTAL EXPENDITURES	2,501,752	13,295,443	10,149,487	
EXCESS REVENUE (EXPENDITURES)	(\$2,488,447)	(\$61,716)		
Non-spendable (inventory)	10,410	10,410		
Assigned (Capital Expenditures)	75,000	75,000		
Unassigned (Undesignated)	1,727,233	1,727,233		
BEGINNING FUND BALANCE	\$1,812,643	\$1,812,643		
ENDING FUND BALANCE	(\$675,804)	\$1,750,927		

UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF AUGUST 31, 2025			UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF AUGUST 31, 2024		
Current Year			Prior Year		
Balance as of 7/31/2025			Balance as of 7/31/2024		
General Fund Cash Accounts	5,700,960		General Fund Cash Accounts	1,071,049	
Food Service Checking Accounts	23,102		Food Service Checking Accounts	35,179	
Trust & Agency Checking Accounts***	154,292		Trust & Agency Checking Accounts***	154,292	
SF Cash	160,972		SF Cash	920,511	
Bond 2023	71		Bond 2023	110	
Total Cash On Hand	\$6,039,327		Total Cash On Hand	2,181,031	
Current Month Activities			Prior Year-Current Month Activities		
YTD Activities					
General Fund Revenue	2,845,123	4,139,632	General Fund Revenue	2,309,249	
Food Service Revenue	571	829	Food Service Revenue	278.71	
Trust & Agency Revenue	n/a	n/a	Trust & Agency Revenue	n/a	
SF Revenue	75	237	SF Revenue	882	
Bond 2023 Revenue	0	-	Bond 2023 Revenue	0	
Total Revenue	\$2,845,769	4,140,698	Total Revenue	2,310,410	
General Fund Expenses	747,221	2,646,054	General Fund Expenses	1,094,977	
Net Payroll	439,983	713,764	Net Payroll	425,970	
Food Service Expenses	9,275	10,174	Food Service Expenses	14,059	
Trust & Agency Expenses	n/a	n/a	Trust & Agency Expenses	n/a	
SF Expenses	6,575	293,252	SF Expenses	218,241.36	
Bond 2023 Expenses	-	-	Bond 2023 Expenses	-	
Total Expenses	\$1,203,054	3,663,244	Total Expenses	1,753,248	
Balance as of 8/31/2025			Balance as of 8/31/2024		
General Fund Cash Accounts	7,358,880		General Fund Cash Accounts	1,859,350	
Food Service Checking Accounts	14,398		Food Service Checking Accounts	21,398	
Trust & Agency Checking Accounts***	n/a		Trust & Agency Checking Accounts***	154,292	
SF Cash	154,472		SF Cash	703,152	
Bond 2023 Cash	71		Bond 2023 Cash		
Total Cash On Hand	\$7,682,042		Total Cash On Hand	2,738,193	

FOOD SERVICE-August

Union City Community Schools

School Service Fund

Combined Statement of Revenue and Expenditures Compared to Budget

For The Period Ending

August 31, 2025

FOOD SERVICE				
	<u>Actual</u>	<u>Proposed Budget</u>	<u>Variance</u>	<u>% of Budget</u>
<u>REVENUE:</u>				
Local Sources	258	\$ 40,000	\$39,742	18%
State Sources	0	100,000	100,000	0.00%
Federal Sources	0	510,000	510,000	0.00%
INCOMING TRANSFERS	0	0	0	
TOTAL REVENUE	258	650,000		
<u>EXPENDITURES:</u>				
Salaries	4,769	190,000	(185,231)	2.51%
Employee Benefits	3,262	100,000	(96,738)	3.26%
Purchased Services	1,715	20,000	(18,285)	8.57%
Supplies & Materials	7,363	300,000	(292,637)	2.45%
Capital Outlay	0	-	0	0.00%
Other Expense	35	1,500	(1,465)	2.33%
Other Transactions	0	32,882		
TOTAL EXPENDITURES	17,144	644,382		
OUTGOING TRANSFERS				
TOTAL EXPENDITURES	17,144	644,382		
EXCESS REVENUE (EXPENDITURES)	(16,886)	5,618		
BEGINNING FUND BALANCE	30,141	30,141		
ENDING FUND BALANCE	\$13,255	\$35,759		

7/31/2025 Begin. Cash on Hand:	\$6,039,327		Total of Bills:	763,071
Total Receipts:	\$2,845,769		Total Net Payroll:	439,983
Total Expenditures:	\$1,203,054		Total Bills and Payroll	\$1,203,054
8/31/2025 Total Cash on Hand:	\$7,682,042		to be Approved:	

**UNION CITY COMMUNITY SCHOOLS
RESOLUTION AUTHORIZING THE ISSUANCE
AND DELEGATING THE SALE OF BONDS
AND OTHER MATTERS RELATING THERETO**

Union City Community Schools, Branch and Calhoun Counties, Michigan (the “Issuer”)

A regular meeting of the board of education of the Issuer (the “Board”) was held in the high school media center, within the boundaries of the Issuer, on the 15th day of September, 2025, at 6:30 o’clock in the p.m. (the “Meeting”).

The Meeting was called to order by Amber Herman, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS:

1. On August 5, 2025, the qualified electors of the Issuer voted in favor of bonding the Issuer for the sum of not to exceed Nineteen Million One Hundred Ten Thousand Dollars (\$19,110,000), the proceeds to be used for the purpose of erecting, furnishing, and equipping additions to school buildings; remodeling, furnishing and refurnishing, and equipping and re-equipping school buildings, including for school security; acquiring and installing instructional technology; and erecting, preparing, developing, and improving athletic fields and facilities and sites (the “Project”); and

2. Prior to the issuance of bonds, the Issuer must either achieve qualified status or secure prior approval of the bonds from the Michigan Department of Treasury (the “Department of Treasury”) pursuant to Act 34, Public Acts of Michigan, 2001, as amended.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The first series of bonds of the Issuer aggregating the principal sum of not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) be issued for the purpose of paying costs of the Project and costs of issuance of the Bonds. The bonds shall be designated 2025 School Building and Site Bonds, Series I (General Obligation – Unlimited Tax) (the “Bonds”).

2. The Bonds shall be dated the date of delivery; shall be numbered consecutively in the direct order of maturity from 1 upwards; shall be fully registered Bonds as to principal and interest; shall be issued in denominations of \$5,000 or integral multiples thereof; shall bear interest at a rate or rates to be hereafter determined, not less than one percent (1%) per annum and not exceeding six percent (6%) per annum, payable on May 1, 2026, or such other date as may be established at the time of sale, and semiannually thereafter on the first day of November and May in each year; and shall mature on May 1 in each year as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2026	\$600,000	2036	\$ 90,000
2027	785,000	2037	90,000
2030	60,000	2038	95,000
2031	70,000	2039	95,000
2032	75,000	2040	100,000
2033	75,000	2041	100,000
2034	80,000	2042	100,000
2035	85,000		

The interest on any one Bond shall be at one rate only, and all Bonds maturing in any one year must carry the same interest rate. No bid will be considered for a price less than 99% or greater than 118% of the par value.

The Superintendent or the Business Manager of the Issuer (each an “Authorized Officer”) is authorized to adjust the maturity schedule, principal amounts, and redemption provisions pursuant to the recommendation of the Issuer’s financial consultant.

The principal of the Bonds and the interest thereon shall be payable in lawful money of the United States of America at or by a bank or trust company authorized to do business in Michigan (the “Paying Agent” or “Bond Registrar”), or such successor paying agent-bond registrar as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity but only to persons whose names are in the register of the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may designate additional co-paying agents/bond registrars within or without the State of Michigan as deemed desirable by the Issuer.

A. Mandatory Redemption - Term Bonds.

Bonds maturing in any year are eligible for designation by the original purchaser at the time of sale as serial bonds or term bonds, or both. However, principal maturities designated as term bonds shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on May 1st of the year in which the Bonds are presently scheduled to mature. Each maturity of term Bonds and serial Bonds must carry the same interest rate. Any such designation must be made within one (1) hour after the Bond sale.

When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

B. Optional Redemption.

The Bonds or portions of Bonds maturing on or after May 1, 2036, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after May 1, 2035, at par and accrued interest to the date fixed for redemption.

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

3. Book Entry. Unless otherwise requested by the initial purchaser, the ownership of one fully registered bond for each maturity, in the aggregate principal amount of such maturity, shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). So long as the Bonds are in the book entry form only, the Paying Agent shall comply with the terms of the Blanket Issuer Letter of Representations to be entered into between the Issuer and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. An Authorized Officer is authorized and directed to enter into the Blanket Issuer Letter of Representations with DTC in such form as determined by an Authorized Officer, in consultation with bond counsel, to be necessary and appropriate. In the event the Issuer determines that the continuation of the system of book entry only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Issuer, the Issuer will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to the identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

4. In the event the Bonds are no longer in book entry form only, the following provisions would apply to the Bonds:

Any Bond may be transferred upon the books required to be kept pursuant to this resolution by the person in whose name it is registered, in person or by the registered holder's duly authorized agent, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall cause a new Bond or Bonds to be executed and the Paying Agent shall authenticate and deliver said Bond or Bonds for like aggregate principal amount. The Paying Agent shall require the payment of any tax or other governmental charge required to be paid with respect to the transfer to be made by the bondholder requesting the transfer.

The Paying Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Issuer; and, upon presentation and surrender for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred on said books, Bonds as herein provided.

5. If any Bond shall become mutilated, the Issuer, at the expense of the bondholder, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent and, if this evidence is satisfactory to both the Paying Agent and the Issuer, an indemnity satisfactory to the Paying Agent and the Issuer shall be given and the Issuer, at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall thereupon authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being §§ 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

6. The President and Secretary are authorized to manually sign or cause their facsimile signatures to be affixed to the Bonds in conformity with the above specifications and the Treasurer is authorized and directed to have the Paying Agent's authorized signatory manually sign the Bonds and then cause the Bonds to be delivered to the purchaser thereof upon receipt of the purchase price and accrued interest, if any.

Blank Bonds with the manual or facsimile signatures of the President and Secretary affixed thereto, shall, at the direction of bond counsel and as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

7. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2025 SCHOOL BOND DEBT RETIREMENT FUND (the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the DEBT RETIREMENT FUND shall be deposited as collected into said fund to be used for the purpose of paying the principal and interest on the Bonds as they mature or are redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if

any, shall be deposited in the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND monies may be invested as authorized by law.

Commencing with the 2025 tax levy, there shall be levied upon the tax rolls of the Issuer in each year for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections and funds on hand being taken into consideration in arriving at the estimate. Taxes required to be levied to meet the principal and interest obligations may be without limitation as to rate or amount, as provided by Article IX, Section 6, of the Michigan Constitution of 1963.

8. There is hereby created a separate account to be designated 2025 CAPITAL PROJECTS FUND, to which the proceeds of the Bond issue are to be credited.

9. The Bonds shall be in substantially the form attached hereto as Exhibit A and made a part of this resolution by reference.

10. The Secretary is authorized and ordered to publish notice of sale of the Bonds herein authorized in a publication printed in the English language and circulated in this state, which carries as a part of its regular service the notices of the sale of municipal bonds/notes and which has been approved by the Department of Treasury, pursuant to Act 34, Public Acts of Michigan, 2001, as amended, as a publication complying with the qualifications provided in said section, which notice of sale shall be in substantially the form attached hereto as Exhibit B and made a part of this resolution by reference. Upon receipt of express written recommendation of the Issuer's financial consultant, an Authorized Officer is authorized to award the sale of the Bonds, approve the winning bidder and approve the interest rates and final principal amounts of the Bonds in accordance with the notice of sale and subject to the parameters of this resolution. As an alternative to a public sale, an Authorized Officer is authorized to negotiate the sale of the Bonds to a bank or financial institution. In authorizing the negotiated sale of the Bonds, the Board determines that a competitive sale of the Bonds would be prohibitively more expensive than a negotiated sale, and that a negotiated sale would allow flexibility in the timing, sale and structure of the Bonds in response to changing market conditions. Further, an Authorized Officer is authorized to negotiate the sale of the Bonds to the Michigan Finance Authority pursuant to Act 227, Public Acts of Michigan, 1985, as amended; Act 34, Public Acts of Michigan, 2001, as amended; and other applicable statutory provisions, with said Bonds to bear an original issue date, be payable in the amounts and on the dates, bear interest at the rates and be subject to redemption as shall be determined in the resolution awarding Bonds to the Michigan Finance Authority.

11. An Authorized Officer, or designee if permitted by law, is authorized to:

- a. file with the Department of Treasury an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.

- b. if deemed advisable by the Issuer's financial consultant, request a waiver of the requirement that ratings be obtained from a nationally recognized ratings agency.
- c. make application for municipal bond insurance if, upon advice of the Issuer's financial consultant, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.
- d. approve the circulation of a Preliminary Official Statement describing the Bonds.
- e. execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit C attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, their execution thereof to constitute conclusive evidence of their approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

12. Bids for the Bonds shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, bond counsel, the original of such opinion will be furnished without expense to the purchaser of the Bonds at the delivery thereof. Further, Thrun Law Firm, P.C., has informed this Board that it represents no other party in the issuance of the Bonds.

13. The financial consulting firm of Baker Tilly Municipal Advisors, LLC, is appointed as financial consultant to the Issuer with reference to the issuance of the Bonds herein authorized.

14. The Issuer shall furnish Bonds ready for execution at its expense. The Bonds will be delivered without expense to the purchaser at a place to be mutually agreed upon with the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of the delivery of the Bonds.

15. The President or Vice President, the Secretary, the Treasurer, the Superintendent, the Business Manager, and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution or the Bonds.

16. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds.

17. The Issuer covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the Bonds from gross income.

18. The Issuer designates the Bonds of this issue as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Code. In making said designation, the Board determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Issuer or entities which issue obligations on behalf of the Issuer during calendar year 2025 will not exceed \$10,000,000, excluding only those tax-exempt obligations as permitted by Section 265(b)(3)(C)(ii) of the Code.

19. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Union City Community Schools, Branch and Calhoun Counties, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the Open Meetings Act (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

FGH/keh

EXHIBIT A

**[No.]
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTIES OF BRANCH AND CALHOUN
UNION CITY COMMUNITY SCHOOLS
2025 SCHOOL BUILDING AND SITE BOND, SERIES I
(GENERAL OBLIGATION - UNLIMITED TAX)**

Rate Maturity Date Date of Original Issue CUSIP No.

REGISTERED OWNER:
PRINCIPAL AMOUNT:

UNION CITY COMMUNITY SCHOOLS, COUNTIES OF BRANCH AND CALHOUN, STATE OF MICHIGAN (the “Issuer”), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on May 1, 2026, and semiannually thereafter on the first day of November and May of each year (the “Bond” or “Bonds”). Principal on this Bond is payable at the corporate trust office of _____, MICHIGAN (the “Paying Agent”), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

The Bonds, of which this is one, are the first series of bonds to be issued from a total amount of not to exceed \$19,110,000 authorized by the electors of the Issuer. The Bonds are of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$ _____. The Bonds are issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended; Act 34, Public Acts of Michigan, 2001, as amended; a majority vote of the qualified electors of the Issuer voting thereon at an election duly called and held on August 5, 2025; and by resolutions duly adopted by the Board of Education of the Issuer on September 15, 2025 and _____, 2025, for the purpose of authorizing issuance of the Bonds by the Issuer.

The series of Bonds of which this is one is issued for the purpose of erecting, furnishing, and equipping additions to school buildings; remodeling, furnishing and refurbishing, and equipping and re-equipping school buildings, including for school security; acquiring and installing instructional technology; and erecting, preparing, developing, and improving athletic fields and facilities and sites.

The Issuer has pledged its full faith, credit and resources for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable from ad valorem taxes, which may

be levied without limitation as to rate or amount as provided by Article IX, Section 6, of the Michigan Constitution of 1963.

MANDATORY REDEMPTION

The Bonds maturing on _____, 20__, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest thereon to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Redemption Dates</u>	<u>Bonds due</u>	<u>Principal Amounts</u>
_____, 20__		\$
_____, 20__		
_____, 20__		
_____, 20__	(maturity)	

OPTIONAL REDEMPTION

The Bonds or portions of Bonds maturing on or after May 1, 2036, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after May 1, 2035, at par and accrued interest to the date fixed for redemption.

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000 and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000 and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable, as provided in the resolutions authorizing the Bonds, only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of

transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000, or any integral multiple thereof, not exceeding the aggregate principal amount for each maturity.

It is hereby certified and recited that all acts, conditions and things required to be done, to happen, and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in due time, form and manner, as required by law.

This Bond shall not be deemed a valid and binding obligation of the Issuer in the absence of authentication by manual execution hereof by the authorized signatory of the Paying Agent.

IN WITNESS WHEREOF, Union City Community Schools, Counties of Branch and Calhoun, State of Michigan, by its Board of Education, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its President and countersigned by the manual or facsimile signature of its Secretary as of _____, 2025, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

UNION CITY COMMUNITY SCHOOLS
COUNTIES OF BRANCH AND CALHOUN
STATE OF MICHIGAN

Countersigned

By _____
Secretary

By _____
President

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.
(Name of Bank)
(City, State)
PAYING AGENT

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The Paying Agent will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint account.)

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Empty rectangular box for Social Security Number or Other Identifying Number]

(if held by joint account, insert number for first named transferee)



EXHIBIT B

OPTIONAL DTC BOOK-ENTRY-ONLY

OFFICIAL NOTICE OF SALE

\$2,500,000

**UNION CITY COMMUNITY SCHOOLS
COUNTIES OF BRANCH AND CALHOUN
STATE OF MICHIGAN**

**2025 SCHOOL BUILDING AND SITE BONDS, SERIES I
(GENERAL OBLIGATION - UNLIMITED TAX)**

BIDS for the purchase of the above 2025 School Building and Site Bonds, Series I (the “Bond” or “Bonds”) will be received electronically on behalf of Union City Community Schools, Branch and Calhoun Counties, Michigan (the “Issuer”), on _____, the ____ day of _____, 2025, until _____.m., prevailing Eastern Time, by the Municipal Advisory Council of Michigan (the “MAC”) via email at munibids@macmi.com. The bids will be opened and read at the MAC at that time. Award of the bid will be made on behalf of the Issuer by an authorized officer of the Issuer by _____.m., prevailing Eastern Time, on that date.

ELECTRONIC BIDS: Bidders submitting signed bids electronically must ensure their bids are received prior to the time and date fixed for receipt of bids. Bidders submitting bids electronically bear the full risk of failed or untimely transmission of their bids, and bidders are encouraged to confirm the timely receipt of their full and complete bids by telephoning the MAC at (313) 963-0420.

PARITY: Bids may be presented via *PARITY* on the date and at the time shown above. To the extent any instructions or directions set forth in *PARITY* conflict with this Notice, the terms of this Notice shall control. For further information about *PARITY*, potential bidders may contact Baker Tilly Municipal Advisors, LLC, at (517) 321-0110 or *PARITY* at (212) 849-5021.

OPTIONAL DTC BOOK-ENTRY-ONLY: Unless otherwise requested by the winning bidder (the “Purchaser”), the Bonds will be initially offered as registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York (“DTC”) under DTC’s Book-Entry-Only system of registration. If DTC Book-Entry-Only is used, purchasers of interests in the Bonds (the “Beneficial Owners”) will not receive physical delivery of bond certificates, and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry-only. As long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, payments of principal and interest payments will be made directly to such registered owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

BOND DETAILS: Said Bonds will be fully registered Bonds, of the denomination of \$5,000 each or multiples thereof up to the amount of a single maturity, shall be dated the date of delivery, numbered in order of issue from 1 upwards and will bear interest from their dated date payable on May 1, 2026, and semiannually thereafter.

The Bonds will mature on May 1 as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2026	\$600,000	2036	\$ 90,000
2027	785,000	2037	90,000
2030	60,000	2038	95,000
2031	70,000	2039	95,000
2032	75,000	2040	100,000
2033	75,000	2041	100,000
2034	80,000	2042	100,000
2035	85,000		

MATURITY ADJUSTMENT: The Issuer reserves the right to increase or decrease the aggregate principal amount of the Bonds after receipt of the bids and prior to final award. Such adjustment, if necessary, will be made in increments of \$5,000 and may be made in any maturity.

ADJUSTMENT TO PURCHASE PRICE: In the event of a maturity adjustment, the purchase price of the Bonds will be adjusted proportionately to the adjustment in principal amount of the Bonds and in such manner as to maintain as comparable an underwriter spread as possible to the winning bid.

TERM BOND OPTION: Bidders shall have the option of designating bonds maturing in any year as serial bonds or term bonds, or both. The bidder must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond maturity. In any event, the above principal amount schedule shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made within one (1) hour after the Bond sale.

PAYING AGENT: Principal and interest shall be payable at a bank or trust company qualified to act as a paying agent and bond registrar in Michigan (the "Paying Agent"), or such other Paying Agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any change in Paying Agent. In the event the Bonds cease to be held in book entry form only, the Paying Agent will serve as bond registrar and transfer agent, interest shall be paid by check mailed to the owner as shown by the registration books of the Issuer as of the close of business on the 15th day of the month preceding any interest payment date and the Bonds will be transferable only upon the registration books of the Issuer kept by the Paying Agent. See "Optional DTC Book-Entry-Only" above.

PRIOR REDEMPTION:

A. Mandatory Redemption - Term Bonds.

Principal designated by the Purchaser as a term maturity shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on the redemption dates corresponding to the maturities hereinbefore scheduled. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory

redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

B. Optional Redemption.

The Bonds or portions of Bonds maturing on or after May 1, 2036, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after May 1, 2035, at par and accrued interest to the date fixed for redemption.

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000 and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000 and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not less than one percent (1%) per annum and not exceeding six percent (6%) per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one Bond shall be at one rate only. All Bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the Bonds or at a price less than 99% or greater than 118% of the par value.

PURPOSE AND SECURITY: The Bonds are the first of two or more series of bonds that were authorized at an election on August 5, 2025, for the purpose of erecting, furnishing, and equipping additions to school buildings; remodeling, furnishing and refurbishing, and equipping and re-equipping school buildings, including for school security; acquiring and installing instructional technology; and erecting, preparing, developing, and improving athletic fields and facilities and sites. The Bonds will pledge the full faith, credit and resources of the Issuer for payment of the principal and interest thereon, and will be payable from ad valorem taxes, which may be levied without limitation as to rate or amount as provided by Article IX, Section 6, of the Michigan Constitution of 1963.

AWARD OF BONDS: The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost which is the rate that will discount all future cash payments so that the

sum of the present value of all cash flows will equal the Bond proceeds computed from _____, 2025 (the anticipated date of delivery).

LEGAL OPINION: Bids shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, bond counsel, the original of which will be furnished without expense to the Purchaser of the Bonds at the delivery thereof. The fees of Thrun Law Firm, P.C. for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the above Bonds, Thrun Law Firm, P.C. has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, marketing or issuance of the Bonds and, therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

TAX MATTERS: In the opinion of bond counsel, assuming continued compliance by the Issuer with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”), interest on the Bonds is excluded from gross income for federal income tax purposes, as described in the opinion, and the Bonds and interest thereon are exempt from all taxation in the State of Michigan, except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The Issuer has designated the Bonds as “**QUALIFIED TAX-EXEMPT OBLIGATIONS**” within the meaning of the Code, and has covenanted to comply with those requirements of the Code necessary to continue the exclusion of interest on the Bonds from gross income for federal income tax purposes.

OFFICIAL STATEMENT: Upon the sale of the Bonds, the Issuer will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sales date, but in no event later than seven (7) business days after such date, the Issuer will provide the Purchaser with either a reasonable number of final Official Statements or a reasonably available electronic version of the same. The Issuer will determine which format will be provided. The Purchaser agrees to supply to the Issuer all necessary pricing information and any underwriter identification necessary to complete the Official Statement within twenty-four (24) hours after the award of Bonds. Additional copies of the final Official Statement may be obtained up to three months following the sale of the Bonds by a request and payment of costs to the financial consultant. The Issuer agrees to provide to the Purchaser at closing a certificate executed by appropriate officers of the Issuer acting in their official capacities, to the effect that as of the date of delivery the information contained in the Official Statement, and any supplement to the Official Statement, relating to the Issuer and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CONTINUING DISCLOSURE: As more particularly described in the Official Statement, the Issuer will agree in the bond resolution or sales resolution to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, (i) on or prior to the end of the sixth month after the end of the fiscal year of the Issuer, commencing with the fiscal year ended June 30, 2025, certain annual financial information and operating data, including audited financial statements for the preceding

fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the Bonds, (ii) timely notice of the occurrence of certain significant events with respect to the Bonds and (iii) timely notice of a failure by the Issuer to provide the required annual financial information on or before the date specified in (i) above.

BOND INSURANCE: In the event the Purchaser elects to obtain bond insurance for the Bonds, all costs and expenses related to such bond insurance shall be the responsibility of the Purchaser. The failure of such bond insurance to be issued at or before delivery of the Bonds shall not be a basis for the Purchaser to refuse to accept delivery of the Bonds. In the event the Purchaser obtains bond insurance, the bond insurer shall not be entitled to be designated as an addressee of any bond counsel opinion related to the Bonds, nor shall the bond insurer be entitled to a reliance letter associated with the same. If the Purchaser obtains bond insurance, the Issuer agrees only to insert any reasonable and necessary insurance language in the Bonds.

CERTIFICATION REGARDING “ISSUE PRICE”: Please see Appendix ___ to the Preliminary Official Statement for the Bonds, dated _____, 2025, for information and requirements concerning establishing the issue price for the Bonds.

CLOSING DOCUMENTS: Drafts of all closing documents, including the form of Bond and bond counsel’s legal opinion, may be requested from Thrun Law Firm, P.C. Final closing documents will be in substantially the same form as the drafts provided. Closing documents will not be modified at the request of a bidder, regardless of whether the bidder’s proposal is accepted.

DELIVERY OF BONDS: The Issuer will furnish Bonds ready for execution at its expense. Bonds will be delivered without expense to the Purchaser at a place to be mutually agreed upon with the Purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of the delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o’clock, noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if the 45th day is not a business day, the Purchaser may on that day, or any time thereafter until delivery of the Bonds, withdraw the proposal by serving notice of cancellation in writing, on the undersigned. Accrued interest to the date of delivery of the Bonds shall be paid by the Purchaser at the time of delivery. Payment for the Bonds shall be made in federal reserve funds. Unless the Purchaser furnishes the Paying Agent with a list giving the denominations and names in which it wishes to have the certificates issued at least five (5) business days prior to delivery of the Bonds, the Bonds will be delivered in the form of a single certificate for each maturity registered in the name of the Purchaser, subject to the election under the “Optional DTC Book-Entry-Only” provisions herein.

CUSIP NUMBERS: CUSIP numbers will be printed on the Bonds at the option of the Purchaser; however, neither the failure to print CUSIP numbers nor any improperly printed CUSIP numbers shall be cause for the Purchaser to refuse to take delivery of and pay the purchase price for the Bonds. Application for CUSIP numbers will be made by Baker Tilly Municipal Advisors, LLC, municipal advisor to the Issuer. The CUSIP Service Bureau’s charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

BIDDER CERTIFICATION - NOT “IRAN-LINKED BUSINESS”: By submitting a bid, the bidder shall be deemed to have certified that it is not an “Iran-Linked Business” as defined in Act 517, Public Acts of Michigan, 2012; MCL 129.311, et seq.

FURTHER INFORMATION may be obtained from Baker Tilly Municipal Advisors, LLC, 1000 Town Center, 27th Floor, Southfield, Michigan 48075, telephone: (517) 321-0110.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Secretary, Board of Education

EXHIBIT C

**FORM OF
CONTINUING DISCLOSURE AGREEMENT**

\$2,500,000

**UNION CITY COMMUNITY SCHOOLS
COUNTIES OF BRANCH AND CALHOUN
STATE OF MICHIGAN
2025 SCHOOL BUILDING AND SITE BONDS, SERIES I
(GENERAL OBLIGATION - UNLIMITED TAX)**

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by Union City Community Schools, Counties of Branch and Calhoun, State of Michigan (the “Issuer”), in connection with the issuance of its \$2,500,000 2025 School Building and Site Bonds, Series I (General Obligation - Unlimited Tax) (the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the Issuer on September 15, 2025 and _____, 2025 (together, the “Resolution”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule. The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Reports or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

“Bondholder” means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

“Dissemination Agent” means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by Rule 15c2-12 promulgated by the SEC.

“Financial Obligation” shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned

debt obligation, or (c) a guarantee of (a) or (b) provided; however, that a “Financial Obligation” shall not include any municipal security for which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2025.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Resolution” shall mean the resolutions duly adopted by the Issuer authorizing the issuance, sale and delivery of the Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the end of the sixth month after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 2025, to EMMA an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer’s fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer’s submitter.

(c) If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB in substantially the form attached as Appendix A.

(d) If the Issuer's fiscal year changes, the Issuer shall send a notice of such change to the MSRB in substantially the form attached as Appendix B. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to the MSRB along with the Annual Report, provided that it is filed at or prior to the deadline described above.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) audited financial statements of the Issuer prepared pursuant to State laws, administrative rules and guidelines and pursuant to accounting and reporting policies conforming in all material respects to generally accepted accounting principles as applicable to governmental units as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time; and

(b) additional annual financial information and operating data as set forth in the Official Statement under "CONTINUING DISCLOSURE".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which previously have been provided to each of the Repositories or filed with the SEC. If the document included by specific reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, notice in a timely manner not in excess of ten business days of the occurrence of any of the following events with respect to the Bonds in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;

- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the Issuer or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or other obligated person, any of which affect security holders, if material;
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or other obligated person, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for the Bondholders, provided that any event other than those listed under Section 5(a)(2), (6), (7), (8), (10), (13), (14) or (15) above will always be deemed to be material. Events listed under Section 5(a)(6) and (8) above will always be deemed to be material except with respect to that portion of those events which must be determined to be material.

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA, together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Termination of Reporting Obligation.

(a) The Issuer's obligations under this Agreement shall terminate upon the legal defeasance of the Resolution or the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of nationally recognized bond counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB.

SECTION 7. Dissemination Agent. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer, or the types of business in which the Issuer is engaged;

(b) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of independent legal counsel; and

(c) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of independent legal counsel.

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

UNION CITY COMMUNITY SCHOOLS
COUNTIES OF BRANCH AND CALHOUN
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____, 2025

APPENDIX A

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Union City Community Schools, Branch and Calhoun Counties,
Michigan

Name of Bond Issue: 2025 School Building and Site Bonds, Series I (General
Obligation - Unlimited Tax)

Date of Bonds: _____, 2025

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement with respect to the Bonds. The Issuer anticipates that the Annual Report will be filed by _____.

UNION CITY COMMUNITY SCHOOLS
COUNTIES OF BRANCH AND CALHOUN
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX B

NOTICE TO THE MSRB OF CHANGE IN ISSUER'S FISCAL YEAR

Name of Issuer: Union City Community Schools, Branch and Calhoun Counties,
Michigan

Name of Bond Issue: 2025 School Building and Site Bonds, Series I (General
Obligation - Unlimited Tax)

Date of Bonds: _____, 2025

NOTICE IS HEREBY GIVEN that the Issuer's fiscal year has changed. Previously, the
Issuer's fiscal year ended on _____. It now ends on _____.

UNION CITY COMMUNITY SCHOOLS
COUNTIES OF BRANCH AND CALHOUN
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX C

SIGNIFICANT EVENT NOTICE COVER SHEET

This cover sheet and significant event notice should be provided in an electronic format to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or other Obligated Person's Name: _____

Issuer's Six-Digit CUSIP Number(s): _____

or Nine-Digit CUSIP Number(s) to which this significant event notice relates: _____

Number of pages of attached significant event notice: _____

Description of Significant Events Notice (Check One):

1. _____ Principal and interest payment delinquencies
2. _____ Non-payment related defaults
3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties
5. _____ Substitution of credit or liquidity providers, or their failure to perform
6. _____ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. _____ Modifications to rights of security holders
8. _____ Bond calls
9. _____ Tender offers
10. _____ Defeasances
11. _____ Release, substitution, or sale of property securing repayment of the securities
12. _____ Rating changes
13. _____ Bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person
14. _____ The consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
15. _____ Appointment of a successor or additional trustee or the change of name of a trustee
16. _____ Incurrence of a financial obligation of the Issuer or other obligated person
17. _____ Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation that affect security holders
18. _____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer or other obligated person that reflect financial difficulties
19. _____ Other significant event notice (specify) _____

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: (_____) _____

The MSRB Gateway is www.msrb.org or through the EMMA portal at emma.msrb.org/submission/Submission_Portal.aspx. Contact the MSRB at (703) 797-6600 with questions regarding this form or the dissemination of this notice. The cover sheet and notice may also be faxed to the MAC at (313) 963-0943.



The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

Union City Community Schools, Branch and Calhoun Counties, Michigan

(Name of Issuer and Co-Issuer(s), if applicable)

09/15/2025

(Date)

The Depository Trust Company

18301 Bermuda Green Drive

Tampa, FL 33647

Attention: Underwriting Department

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the “Securities”) that Issuer shall request to be made eligible for deposit by The Depository Trust Company (“DTC”).

Issuer is: (**Note: Issuer shall represent one and cross out the other.**)

~~[incorporated in]~~ [formed under the laws of] the State of Michigan.

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC’s Rules with respect to the Securities, Issuer represents to DTC that issuer will comply with the requirements stated in DTC’s Operational Arrangements, as they may be amended from time to time.

Note:

Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Very truly yours,

Union City Community Schools

(Issuer)

By: _____
(Authorized Officer’s Signature)

Patrick McKerr

(Print Name)

430 St. Joseph Street

(Street Address)

Union City, Michigan, USA 49094-1298

(City)

(State)

(Country)

(Zip code)

(517) 741-8091

(Phone Number)

pmckerr@unioncityschools.org

(E-mail Address)

DTCC

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

Additional Signature Page to BLANKET ISSUER LETTER OF REPRESENTATIONS For use with Co-issuers

(Name of Issuer and Co-Issuer(s), if applicable)

In signing this Blanket Issuer Letter of Representations dated as of
Co-Issuer agrees to and shall be bound by all “Issuer” representations.

(Co-Issuer)

By: _____
(Authorized Officer's Signature)

(Print Name)

(Street Address)

(City) (State) (Country) (Zip code)

(Phone Number)

(E-mail Address)

SAMPLE OFFERING DOCUMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may be applicable only to certain issues)

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

SCHEDULE A
(To Blanket Issuer Letter of Representations)

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

**UNION CITY COMMUNITY SCHOOLS
COUNTIES OF BRANCH AND CALHOUN
STATE OF MICHIGAN**

The President and Secretary of the Board of Education each should sign their name on the lines below, ensuring the signatures do not overlap. These signatures are needed for printing facsimile signatures on the bonds, if necessary.

PRESIDENT'S SIGNATURE

SECRETARY'S SIGNATURE

ALSO, please **type or print** the names of the President, Secretary and Treasurer (as they sign legal documents) on the lines as indicated below:

Amber R. Herman
President

Jennifer Gautsche
Secretary

Paul Arlt
Treasurer

(Please notify our office if the names of the officers should change during this issue.)

**UNION CITY COMMUNITY SCHOOLS
COUNTIES OF BRANCH AND CALHOUN, STATE OF MICHIGAN**

**SCHEDULE OF AMORTIZATION OF \$2,500,000 PRINCIPAL AMOUNT
PROPOSED 2025 BUILDING AND SITE BONDS, SERIES I**

(General Obligation-Unlimited Tax)

Michigan School Bond Qualification and Loan Program Qualified

Principal payable annually on May 1st.

Interest payable semiannually on May 1st and November 1st.

Payment Date	Principal Balance (-----In \$1,000's-----)	Principal	Interest	Total (-----In Dollars-----)	Levy Year Total	Fiscal Year Total
05/01/26	\$2,500	\$600	\$43,298.67	\$643,298.67	\$0.00	\$643,298.67
11/01/26	1,900	-	39,460.00	39,460.00	682,758.67	0.00
05/01/27	1,900	785	39,460.00	824,460.00	0.00	863,920.00
11/01/27	1,115	-	25,330.00	25,330.00	849,790.00	0.00
05/01/28	1,115	-	25,330.00	25,330.00	0.00	50,660.00
11/01/28	1,115	-	25,330.00	25,330.00	50,660.00	0.00
05/01/29	1,115	-	25,330.00	25,330.00	0.00	50,660.00
11/01/29	1,115	-	25,330.00	25,330.00	50,660.00	0.00
05/01/30	1,115	60	25,330.00	85,330.00	0.00	110,660.00
11/01/30	1,055	-	24,160.00	24,160.00	109,490.00	0.00
05/01/31	1,055	70	24,160.00	94,160.00	0.00	118,320.00
11/01/31	985	-	22,760.00	22,760.00	116,920.00	0.00
05/01/32	985	75	22,760.00	97,760.00	0.00	120,520.00
11/01/32	910	-	21,222.50	21,222.50	118,982.50	0.00
05/01/33	910	75	21,222.50	96,222.50	0.00	117,445.00
11/01/33	835	-	19,647.50	19,647.50	115,870.00	0.00
05/01/34	835	80	19,647.50	99,647.50	0.00	119,295.00
11/01/34	755	-	17,927.50	17,927.50	117,575.00	0.00
05/01/35	755	85	17,927.50	102,927.50	0.00	120,855.00
11/01/35	670	-	16,057.50	16,057.50	118,985.00	0.00
05/01/36	670	90	16,057.50	106,057.50	0.00	122,115.00
11/01/36	580	-	14,032.50	14,032.50	120,090.00	0.00
05/01/37	580	90	14,032.50	104,032.50	0.00	118,065.00
11/01/37	490	-	11,962.50	11,962.50	115,995.00	0.00
05/01/38	490	95	11,962.50	106,962.50	0.00	118,925.00
11/01/38	395	-	9,730.00	9,730.00	116,692.50	0.00
05/01/39	395	95	9,730.00	104,730.00	0.00	114,460.00
11/01/39	300	-	7,450.00	7,450.00	112,180.00	0.00
05/01/40	300	100	7,450.00	107,450.00	0.00	114,900.00
11/01/40	200	-	5,000.00	5,000.00	112,450.00	0.00
05/01/41	200	100	5,000.00	105,000.00	0.00	110,000.00
11/01/41	100	-	2,500.00	2,500.00	107,500.00	0.00
05/01/42	100	100	2,500.00	102,500.00	0.00	105,000.00
11/01/42	-	-	0.00	0.00	102,500.00	0.00
Totals		<u>\$2,500</u>	<u>\$619,098.67</u>	<u>\$3,119,098.67</u>	<u>\$3,119,098.67</u>	<u>\$3,119,098.67</u>

Optional redemption:
Callable on May 1, 2035



MUNICIPAL
ADVISORS

Baker Tilly Municipal Advisors, LLC
1000 Town Center, 27th Floor
Southfield, MI 48075
(517) 321-0110
bakertilly.com

DATE: August 22, 2025

TO: Fredric Heidemann, Thrun Law Firm

FROM: Jesse Nelson, CPA, Principal
Sean Walsh, Manager
Baker Tilly Municipal Advisors, LLC

CC: Patrick McKerr, Superintendent
Sara Leson, Business Manager

RE: Union City Community Schools
2025 School Building and Site Bonds, Series I

Please prepare a bond authorizing resolution for adoption at a regular Board meeting to be held on September 15, 2025. Please send a copy of the resolution to us as well. The proposed bond issue is to be completed for the purpose of funding improvements to the School District. The bonds will be sold through competitive sale.

Please include the following particulars in the resolution:

<i>Bond Issue Amount:</i>	<i>Not To Exceed \$2,500,000</i>
<i>Type:</i>	<i>General Obligation Unlimited Tax</i>
<i>Dated Date:</i>	<i>Date of Delivery</i>
<i>First Interest Payment:</i>	<i>May 1, 2026</i>
<i>Principal Maturity:</i>	<i>May 1st</i>

Details:

1. First call date of May 1, 2035 at par, final maturity no later than May 1, 2044
2. Bidders may designate one or more term bonds with mandatory redemption conforming to the proposed principal maturing each year.
3. \$5,000 denominations.
4. Please use standard language for designated rates and fractions of 1/8, or 1/100 of 1% or both.
5. Bids are for all or none and shall not be less than 99%, not more than 118% of par value.

6. Provide for the bonds to be in book entry only form with a single bond for each maturity registered in nominee name.
7. Bonds are bank qualified.
8. Bond Insurance at purchaser's option and expense.
9. Assignment of CUSIP numbers and related charges shall be the responsibility of the purchaser if required.
10. Maximum interest rate: 6.00%.
11. Minimum interest rate: 1.00%.
12. Maximum interest rate spread: None.
13. Good faith deposit: No good faith deposit requirement.
14. Maturity adjustment: The par amount of the bond issue may be adjusted such that total bond proceeds, including original issue discount/premium will not exceed the parameters authorized by the voters.
15. SBQLP qualified: No
16. Restriction: The interest rate of any one bond/maturity date shall be at one rate only.
17. Interest Rate: Ascending interest rates not required.

Bond Sale:

1. Provide for bid opening at the Municipal Advisory Council.
2. Provide for the use of Parity electronic bidding process.
3. Provide for advertising notice of sale in Bond Buyer.

Treasury:

District currently does have 2024 qualified status from the Department of Treasury.

Continuing Disclosure:

1. Agreement by District for annual disclosure.
2. Baker Tilly Municipal Advisors, LLC serving as dissemination agent.

Other:

1. District will pay cost of legal opinion.
2. District will provide preliminary and final official statements.

Appointments:

1. Thrun Law Firm, P.C. as bond counsel
2. Baker Tilly Municipal Advisors, LLC as Municipal Advisor.

Bid Award:

Delegation, lowest bid may be accepted by Superintendent or Business Manager.

Attached is the preliminary bond structure.

Please let us know if you have any questions or comments.

**UNION CITY COMMUNITY SCHOOLS
COUNTIES OF BRANCH AND CALHOUN, STATE OF MICHIGAN**

**2025 SCHOOL BUILDING AND SITE BONDS, SERIES I
PROPOSED SCHEDULE OF EVENTS**

<u>Date</u>	<u>Description</u>
08/13/25	Data request provided to the school district.
09/11/25	Draft Preliminary Official Statement ("POS") is provided to the working group.
09/15/25	Bond authorizing resolution adopted at regular Board of Education meeting.
09/17/25	Due diligence call at 1:00pm Eastern Time.
09/19/25	Request bond rating.
10/16/25	Receive bond rating.
10/21/25	POS printed.
10/30/25	Bond sale. Bids received at 10:00am.
10/31/25	Draft Final Official Statement ("FOS") is distributed to the working group.
11/06/25	FOS is printed.
11/17/25	Board of Education adopts ratification resolution at regular meeting.
11/20/25	Bond closing, funds deposited into construction account.

 **AIA® Document A133® – 2019**

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

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

Union City Community Schools
430 Saint Joseph St.
Union City, Michigan 49094

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

The Christman Company
208 N. Capitol Avenue
Lansing, Michigan 48933

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

Union City Community Schools, 2025 Bond and Consolidated Grant Project, in accordance with the Owner's fixed budget, the Owner-approved plans and specifications, all applicable laws, and as otherwise approved by the Owner in writing.

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

C2AE
50 Louis Street NW Suite 200
Grand Rapids, Michigan 49503

The Owner and Construction Manager agree as follows.

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

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

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
- EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

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

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

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

To be determined by the Owner after advice and recommendations from the Construction Manager and any other consultant, individual or entity deemed appropriate by the Owner.

§ 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.)

To be determined by the Owner after advice and recommendations from the Construction Manager and any other consultant, individual or entity deemed appropriate by the Owner.

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

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

A fixed sum established by the Owner.

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

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

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

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

N/A

§ 1.1.6.1

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

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

Chris Katz, Superintendent
Union City Community Schools
430 Saint Joseph St.
Union City, Michigan 49094

The Owner may change the representative and the representative's authority in its sole discretion. The Owner will notify the Construction Manager of any such changes.

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

As the Board of Education directs, the State of Michigan, the appropriate parties having jurisdiction, and as otherwise 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 Geotechnical Engineer:

To be determined, if any

.2 Civil Engineer:

To be determined, if any

.3 Other, if any:

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

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

Stevan Jurczuk, AIA
50 Louis Street NW Suite 200
Grand Rapids, Michigan 49503

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

Rob Crowe
208 N. Capitol Avenue
Lansing, Michigan 48933

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

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

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

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager may mutually agree in writing to adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation, as applicable.

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, bid requirements, accepted portions of bid responses, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of each of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

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

§ 2.3 General Conditions

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

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, as modified, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. If anything is inconsistent between this Agreement and AIA Document A201-2017, this Agreement shall govern. Otherwise, both shall govern.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are primarily set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are primarily set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase on one building project to commence prior to completion of the Preconstruction Phase on a separate building project, in which case, both phases will proceed concurrently. The parties recognize and agree that Michigan law requires all bids to be awarded (other than preparatory site work) before the commencement of construction on a building project. Therefore, as to each individual building project, the Construction Phase shall not commence before the Preconstruction Phase has been completed. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

The Construction Manager shall perform the services described in this Agreement and other Contract Documents with competence and the highest standard of care, using the skill and diligence consistent with honesty, integrity, candor and

the interests of the Owner (not the interests of the subcontractors) without conflict. The Construction Manager shall assign staff to the Project in accordance with their qualifications, competency, and commensurate with the services to be provided. All services of the Construction Manager, described in this Agreement or the other Contract Documents, shall be deemed Basic Services, unless and to the extent expressly identified as an Additional Service.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

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

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

§ 3.1.3 Consultation

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

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

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

§ 3.1.4 Project Schedule

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

schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated scheduling, procurement, or sequencing for phased construction as to separate building projects, acknowledging the limits imposed by Michigan law. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

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

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update progress reports in writing, monthly or at other intervals agreed to in writing by the Owner, Construction Manager, and Architect, which progress reports shall include estimates of the Cost of the Work and, if applicable, an analysis of cost estimate revisions. The progress reports and cost estimate information shall be of increasing detail and refinement and allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. As a Basic Service, the Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action to bring the Project back within the Owner's fixed budget.

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

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

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

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

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

§ 3.1.11 Subcontractors and Suppliers

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

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project and shall furnish to the Owner and the Architect for their information a list of possible subcontractors, including suppliers, from whom proposals will be requested for each portion of the Work. The receipt of that list shall not impose a duty on the Owner to investigate the qualifications of those proposed and shall not waive the right of the Owner or Architect to later object to or reject any proposed subcontractor or supplier.

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

§ 3.1.12 Procurement

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

§ 3.1.13 Compliance with Laws

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

§ 3.1.14 Other Preconstruction Services

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

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

§ 3.2 Guaranteed Maximum Price Proposals

It is understood by the Owner and the Construction Manager that this Agreement shall apply to all Projects awarded under the Union City Community Schools 2025 Bond and Consolidated Grant Project. Each separate Project shall be subject to a Guaranteed Maximum Price Proposal, the terms of which shall take precedence for the Work.

§ 3.2.1 From time to time as mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare Guaranteed Maximum Price proposals for the Owner's and Architect's review, and the Owner's acceptance using current information to update any preliminary cost estimates (See Section 3.2.4). Each Guaranteed Maximum Price shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. Each Guaranteed Maximum Price shall not exceed the Owner's fixed budget, which fixed budget shall be established as a condition precedent to each Project.

§ 3.2.2 If and to the extent that the Contract Documents are anticipated to require further development, the Construction Manager shall be required to expressly state in each Guaranteed Maximum Price any reserved right of modification associated with further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

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

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

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's use to cover those costs that are included in each Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Construction Manager's contingency shall equal no more than ten percent of the Cost of the Work, as defined in Article 7, when a Guaranteed Maximum Price is established. The Construction Manager's contingency shall be reduced as the Work is bid or otherwise awarded in accordance with Section 3.2.4.2, below.

§ 3.2.4.1 The Construction Manager's contingency may only be used for the following purposes: (i) the cost of work required by the Owner for the Project that was not included within an awarded subcontract, (ii) additional costs incurred by the Construction Manager (and not reimbursed pursuant to a bid bond claim or otherwise) as a result of a bidder's failure to enter into a subcontract with the Construction Manager after having been awarded the work; (iii) additional costs

incurred by the Construction Manager, outside of awarded subcontracts, due to unanticipated market conditions and labor and material conditions, (iv) uninsured casualty losses and related expenses incurred by the Construction Manager in connection with the Work, except and to the extent of the Construction Manager's improper conduct, errors, or omissions; (v) costs arising from the default of an uncollectable Subcontractor; and (vi) costs related to errors in subcontractor bids, discovered after the award of bid, and for which additional sums may be legally allocated.

§ 3.2.4.1.1 Notwithstanding anything in Section 3.2.4 to the contrary, the Construction Manager's contingency shall not be used: (i) to cover any cost or expense caused or allowed by the Construction Manager's negligence, intentionally wrongful conduct, or breach of Agreement, (ii) to pay for any of the Construction Manager's responsibilities related to general conditions/construction support items, or (iii) in a manner that is contrary to law.

§ 3.2.4.1.2 The Construction Manager's contingency shall be the maximum amount available to pay for any costs and expenses identified as an appropriate use of such contingency. Any sums in excess of the contingency shall be the sole responsibility of the Construction Manager.

§ 3.2.4.1.3 The Construction Manager's contingency may only be used if (i) the Construction Manager submits to the Owner a written request for the use of the Construction Manager's contingency, including the specific amount requested and a justifiable basis for the use; and (ii) the Owner approves the request in writing, prior to the use of any such contingency. Use of contingency shall be reported on the Construction Manager's monthly reports, including a clear description of the cost(s) and item(s) on one of the next two Applications for Payment. The Construction Manager shall forfeit any contingency amount committed or used if it fails to timely report the use and/or to timely submit an Applications for Payment identifying the contingency amount committed or used.

§ 3.2.4.2 The purpose of Construction Manager's contingency is to cover unanticipated costs described in Section 3.2.4.1. Because incidents of unanticipated costs should reduce as the Project progresses towards completion, the Construction Manager shall return to the Owner portions of such contingency according to the following schedule (unless contingency actually used exceeds the percentages identified below for each milestone):

At 50% of Payment Request:	Fifty Percent (50%)
At 75% of Payment Request:	Seventy-Five Percent (75%)
At Substantial Completion:	One Hundred Percent (100%)

§ 3.2.4.3 The Construction Manager shall return all unused contingency to the Owner upon a mutually agreeable time, but, in the absence of written consent by the Owner, return shall not be later than Substantial Completion of the Project.

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

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

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

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

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

§ 3.2.10 The Construction Manager's personnel costs, reimbursable costs (see Article 7), and general conditions/construction support costs shall be fixed as not-to-exceed amounts within each Guaranteed Maximum Price.

§ 3.3 Construction Phase

§ 3.3.1 General

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

§ 3.3.1.2 The Construction Phase shall commence upon (a) Owner's execution of a Guaranteed Maximum Price Amendment or, (b) the Owner's first award of a competitively bid subcontracts, whichever occurs earlier. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of each Guaranteed Maximum Price Amendment. Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work.

§ 3.3.1.3 Substantial Completion

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

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

Not later than () calendar days from the date of commencement of the Work.

By the following date:

By the date to be established in the Control Estimate and approved by the Owner.

§ 3.3.1.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.1.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section 3.3.1.3, liquidated damages, if any, may be assessed.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate subcontractors can discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The meetings shall occur bi-weekly, unless the parties otherwise agree. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

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

§ 3.3.2.2.1 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded without the prior consent of the Owner. If the Subcontract is awarded, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner in writing, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

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

§ 3.3.2.5 Cost Control

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 If requested by the Construction Manager, the Owner shall provide information as specifically and reasonably requested by the Construction Manager regarding the project, which may include information regarding its written program, the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements. The parties acknowledge that the Owner is not a construction professional, and that the Owner may not know what type or amount of information is required to be provided by this provision.

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

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality. Nothing herein shall be interpreted to limit the applicability and enforceability of the Owner's fixed Project budget.

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

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

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness, acknowledging the Owner's status as a public body. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness, acknowledging the Owner's status as a public body, after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 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.

§ 4.2 Owner's Designated Representative

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

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. Such a duty shall not include services necessary to respond to allegations challenging the performance of the Construction Manager, whether by breach of contract, negligence, intentional misconduct or otherwise, which services shall be provided by the Construction Manager.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in the Agreement Between Owner and Architect, including any other services requested by the Construction Manager in writing that are necessary for the Preconstruction and Construction Phase services under this Agreement. Upon request, the Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's timely and proper performance of Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

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

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

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

Individual or Position

Rate

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

(Paragraph deleted)

§ 5.2 Payments

§ 5.2.1 Payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Undisputed payments are due and payable within thirty (30) days of the Owner's receipt of the Construction Manager's invoice unless and to the extent reasonably disputed in good faith. Undisputed amounts unpaid thirty (30) days after the due date shall bear interest at the rate entered below.

(Insert rate of monthly or annual interest agreed upon.)

Five Percent (5%) per annum. See MCL 438.31.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE AND POST-CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 For the Construction Manager's timely and proper performance of Construction Phase and Post-Construction Phase services, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of each Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

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

To be determined

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

As mutually agreed by the parties in writing prior to performance or as set forth herein and in the General Conditions, as modified. See Section 14.5.17

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

As set forth in the awarded bid and/or the relevant trade contract. If increased payment amounts are not addressed therein, a Subcontractor's overhead and profit shall not exceed ten percent (10%) on the changed work, labor, equipment and material of a primary tier subcontractor or five percent (5%) on the changed work, labor, equipment and material of a lower tier subcontractor. In no event shall the total cost of any change in the work exceed the amount of the required Change Order or Construction Change Directive related to same.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

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

§ 6.1.7 Other:

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

§ 6.2 Guaranteed Maximum Price

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

§ 6.3 Changes in the Work

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

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

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

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

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

(Paragraph deleted)

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7, and shall not exceed the amount provided in each Guaranteed Maximum Price Amendment. Reimbursable Costs incurred pursuant to this Agreement shall be included in the periodic cost estimates provided by the Construction Manager.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost. Failure to do so shall excuse the Owner from responsibility for that cost. The parties shall endeavor to identify any such costs prior to executing a Guaranteed Maximum Price Amendment.

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

§ 7.1.4 The parties acknowledge that those aspects of the Project provided by the Owner (e.g. FF&E, buses, technology, unused contingency, Owner-purchased equipment, Owner-hired consultants) shall not be considered a Cost of the Work for reimbursement purposes or for calculating the Construction Manager's fee.

§ 7.2 Labor Costs

§ 7.2.1 With the Owner's prior written approval, and in accordance with applicable laws and this Agreement, wages or salaries of construction workers directly employed by the Construction Manager to perform incidental work at the site outside of the scope of the awarded subcontracts. The parties acknowledge that the Construction Manager shall not be entitled to any of its own labor costs under this section for construction of the Work performed by the Construction Manager's own personnel, except in accordance with a "related party" transaction authorized by the Owner in accordance with this agreement and/or in accordance with, and as permitted by, Section 7.8.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior written approval, subject to limitations described in Section 3.2.10. See also Section 14.5.20. The Construction Manager shall provide an hourly rates chart for all approved supervisory and administrative personnel.

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

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

§ 7.2.3 Hourly staffing costs for the Construction Manager's Field Superintendents to perform additional onsite services due to delays not caused by the Construction Manager or the Construction Manager's breach of the Agreement.

§ 7.2.4 All other labor costs are only as provided for in the subcontracts approved by the Owner.

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

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts, including associated change orders, as approved in writing by the Owner.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction and Not Otherwise Included in Section 7.3.

§ 7.4.1 With the Owner's prior written approval, costs, including transportation and storage at the site, of materials and equipment incorporated, in the completed construction. Said material procurement shall be subject to competitive bidding requirements of Michigan law and the Owner's written purchasing policies, shall be approved by the Owner in writing prior to procurement, and shall be only for materials not already included within other subcontracts for the Work.

§ 7.4.2 The costs and expenses described in Section 7.4 (that are not included within the costs of Section 7.3) shall be billed to the Owner by the Construction Manager, at the Construction Manager's cost and without markup.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items and Not Otherwise Included in Section 7.3.

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

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

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

§ 7.5.4 To the extent related to field office activities, costs of document reproductions, postage and parcel delivery charges, and telephone service at the site, including general office equipment and supplies.

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

§ 7.5.6 Any costs within Section 7.5 (that are not included within the costs of Section 7.3) shall be billed to the Owner by the Construction Manager at the Construction Manager's cost and without markup.

§ 7.6 Miscellaneous Costs Not Otherwise Included in Section 7.3

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

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior written approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work that are not included within competitively bid subcontracts, and for which the Construction Manager is liable. The Construction Manager shall first discuss any such items subject to sales, use, or other similar taxes with the Owner prior to purchase, acknowledging the Owner's tax-exempt status and the potential for purchasing at a reduced cost.

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

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

§ 7.6.5

§ 7.6.5.1

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

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost because of negligent Owner action or inaction.

§ 7.6.9 With the Owner's prior written permission, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager or at which the Construction Manager's services are at issue, that are reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work.

§ 7.6.10 With the Owner's prior and express written permission, items purchased by the Construction Manager on the Owner's behalf for the Project.

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

§ 7.6.12 The costs and expenses described in Section 7.6 (that are not included within the costs of Section 7.3) shall be billed to the Owner by the Construction Manager at the Construction Manager's cost and without markup.

§ 7.7 Other Costs and Emergencies Not Otherwise Included in Section 7.3

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

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

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

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

§ 7.7.5 The costs and expenses described in Section 7.7 (that are not included within the costs of Section 7.3) shall be billed to the Owner by the Construction Manager at the Construction Manager's cost and without markup.

§ 7.7.6 The Construction Manager's total compensation package, inclusive of bond costs, insurance, on-site and off-site staffing, general conditions/construction support items, reimbursable expenses, and fixed fee, shall be reviewed and approved with the prior written consent of the Owner and shall be included in the Guaranteed Maximum Price Amendments.

§ 7.8 Related Party Transactions

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

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

§ 7.9 Costs Not To Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 through 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a responsibility of this Agreement or any other Contract Document;
- .7 Any cost not specifically and expressly described in Sections 7.1 through 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .9 Costs for services incurred during the Preconstruction Phase.

- .10 All taxes, except for sales or use taxes described in Section 7.6.2, including, but not limited to, Federal, State or Local Business Tax, Franchise Tax, Commercial Activities Tax, or similar taxes. (All such taxes are the sole responsibility of the Construction Manager); and
- .11 Consultants to the Construction Manager not previously approved in writing by the Owner;

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

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

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

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

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

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

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

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of six (6) years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 Provided that an Architect-certified Application for Payment is received by the Owner not later than the tenth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the same month, unless and to the extent the application or the work performed is reasonably disputed by the Owner in good faith. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Owner receives an Architect-certified Application for Payment, unless and to the extent the Application or the Work performed is reasonably disputed by the Owner in good faith. The parties acknowledge that the invoice process will be mutually tailored to consider Board of Education meetings and schedules.

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

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

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

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

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

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

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

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

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

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

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

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

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

§ 11.1.8 Retainage

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

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

Retainage amount shall be 10% until work is 50% complete, at which time retainage amount may be reduced to 5% of the cost of the work.

§ 11.1.8.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

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

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

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

§ 11.2 Final Payment

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

- 1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- 3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

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

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

§ 11.2.2.2 Within seven (7) days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

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

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, unless reasonably disputed in good faith.

§ 11.2.4

§ 11.3 Interest

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

5% See MCL 438.31

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

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

During the pendency of any mediation per this Agreement, all applicable limitations provisions shall be tolled.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

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

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

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

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

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

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without

cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

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

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

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

§ 13.1.6 In the event the Owner terminates the Agreement pursuant to Section 13.1, the Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses to terminate the Agreement and elects not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement. In the event the Construction Manager elects to terminate the Agreement, the Owner shall not assume any of the costs identified in the last two paragraphs of this Section 13.1.

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

§ 13.2.1 Termination

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

§ 13.2.2 Termination by the Owner for Cause

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

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

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

§ 13.2.3 Termination by the Owner for Convenience

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

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

§ 13.3 Suspension

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

ARTICLE 14 MISCELLANEOUS PROVISIONS

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

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

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

§ 14.3.1.1 Commercial General Liability with policy limits of not less than two million (\$ 2,000,000) for each occurrence and four million (\$ 4,000,00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than two million (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower

coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 14.3.1.5 Coverage may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ten million (\$ 10,000,000) per claim and ten million (\$ 10,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

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

§ 14.3.1.6.1 The Construction Manager shall obtain builders' risk insurance that covers the entire Project and names the Owner, Construction Manager, Contractors, subcontractors and any other relevant construction participant as insureds. The builders' risk coverage shall comply with all applicable laws, all requirements of the Contract Documents, and shall be subject to the reasonable review and approval by the Owner.

The cost of the builders' risk insurance shall be apportioned between the Owner and Construction Manager, with the Owner paying no more than the amount it would have paid to acquire its own builders' risk insurance (without waivers of subrogation) and the Construction Manager paying any sums above that amount. The parties acknowledge that the Owner's portion reflects the cost it would have incurred by obtaining builders' risk insurance through its insurance provider. The parties also acknowledge that the Construction Manager desired alternative insurance coverage and has agreed to pay the cost difference between those two policies.

Any provision within the Contract Documents related to waivers of subrogation, shall be based upon the aforementioned obligations and understanding. Waivers of subrogation shall be enforceable only to the extent the Construction Manager has obtained the above referenced insurance and paid its portion of the cost, and shall otherwise be deemed null, void, and unenforceable.

To the extent damages are covered by such builders' risk property insurance, the Owner and Construction Manager 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 Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance Bond	100% of the total value of this Agreement, including all costs of Articles 5 and 6 and Sections 7.1 through 7.7.
Payment Bond	100% of the total value of this Agreement, including all costs of Articles 5 and 6 and Sections 7.1 through 7.7.

The Construction Manager shall deliver all performance and payment bonds to the Owner at least three (3) days before commencement of any work on the Project.

The Construction Manager may determine, in its discretion, whether any subcontractor should provide supplemental performance and payment bonds. If any such supplemental bonds are required or otherwise obtained: (i) they shall be at the sole cost of the Construction Manager (or the subcontractor providing such bond) and without any cost whatsoever to the Owner and without an increase in the Contract Sum or Guaranteed Maximum Price, and (ii) they shall be dual obligee bonds, naming the Owner as an obligee. Notwithstanding the general rule stated above, the Owner may, in its reasonable discretion and after receiving a recommendation from the Construction Manager, determine to require a subcontractor to supply performance and payment bonds in addition to the Construction Manager's bond in one of two scenarios: (1) when

(i) the subcontractor's bid including the added cost of the bond is significantly below the next bona fide bid, and (ii) the Construction Manager has no previous experience or work experience with the subcontractor, and (iii) it is necessary to accept the subcontractor's bid in order to meet the established Guaranteed Maximum Price; and/or (2) in any other compelling circumstance, but only upon the Owner's prior written consent, which may be provided or withheld in its sole discretion. In either of the described scenarios, the Owner will reimburse the Construction Manager for the cost of the bonds.

In no event with the Owner accept sub-guard insurance in lieu of performance and payment bonds.

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

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

§ 14.3.1.9 Prior to the commencement of any Project, the Construction Manager shall notify the Owner in writing of its proposed insurance coverages and amounts, even if they are the same as identified in this Section 14.3.1, which coverages and amounts shall be subject to the Owner's reasonable approval, and such coverages will not be terminated, non-renewed, or reduced without at least 30 days' prior written notice to the Owner.

§ 14.3.2 Construction Phase

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

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

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

§ 14.5 Other provisions:

§ 14.5.1 Bids for the Project work to be done by the various Subcontractors shall be taken by the Owner in accordance with applicable statutes; the Owner shall approve award of contracts or reject bids. Contracts executed pursuant to the Owner's award shall be drafted as required in Section 14.5.2 and Section 14.5.3. The awarded contracts shall be issued and executed by Construction Manager and each subcontract shall be in a form approved by the Owner. A related party transaction shall be permitted only in accordance with Section 7.8. Further, the Construction Manager shall not be permitted to submit bids to self-perform Work for the project except (a) with the Owners prior written approval, and (b) after a meeting among the Owner, Architect, and Construction Manager regarding the intended submission of bids, specifically including potential conflicts of interest and the Owners need to rely upon the Architect for matters relating to bidding such Work. It is understood that the Architect shall be solely responsible to prepare bidding documents, conduct post-bid interviews, and recommend to the Owner the lowest responsive and responsible bidder for any work for which the Construction Manager submitted a bid. It is understood that the Architect and the Construction Manager will recommend the lowest responsible bidder to the Owner for all other work.

§ 14.5.2 All construction shall be performed under subcontracts awarded by Christman. The form of subcontracts to be entered into by the Construction Manager and Subcontractor(s), including the general and

supplementary conditions to the Construction Contract, shall be in compliance with statutory requirements established by the State of Michigan and contracting policies of the Owner, and satisfactory to both the Owner and the Construction Manager. The Construction Manager shall ensure that the subcontracts described herein conform with the requirements of this Agreement and the agreement between the Owner and Architect, including but not limited to modification concerning dispute resolution procedures.

§ 14.5.3 All subcontracts between the Construction Manager and subcontractors shall identify the Owner as a third party beneficiary. The Construction Manager shall obtain appropriate guarantees and warranties from the Subcontractors running directly to the Owner. Further, such subcontracts shall specify that no Asbestos Containing Building Materials (ACBM) shall be used in the construction of the Project.

§ 14.5.4 Along with each Application for Payment, the Construction Manager will submit proof of payments made to all current Subcontractors and Suppliers. The Owner, in its discretion, may issue checks payable jointly to Construction Manager and Subcontractors to cover amounts payable to such Subcontractors.

§ 14.5.5 After the award of each subcontract, Construction Manager shall assume full responsibility to Owner for the timely completion of the subcontracts within the price set forth in the subcontracts, subject only to change orders approved by the Owner in accordance with the Contract Documents. Further, the Construction Manager will assume responsibility for payments to all of the Subcontractors' suppliers, sub-subcontractors, and materialmen.

The Construction Manager shall be responsible for the workmanlike performance of all construction performed on the Project, and shall be responsible for completion of all work required under the subcontract. In this regard, in addition to the authority of the Architect, the Construction Manager shall have the authority to reject non-compliant work and to require Subcontractors to remove and correct all non-compliant work.

§ 14.5.6 The Construction Manager will (1) implement for the Project a safety program designed to encourage safe work habits and practices and reduce the occurrences of accidents and injuries, and (2) require all Subcontractors and employers on the Project to supplement the safety program supplied by the Construction Manager with a like program developed and put in place by each Subcontractor and employer on the Project. The Construction Manager will oversee and supervise the implementation of all safety programs and policies applicable to those activities occurring on the Project. No requirement under this Agreement is intended to diminish or otherwise compromise the obligations for safety and indemnification for which the Subcontractor is responsible.

§ 14.5.7 The Construction Manager shall be responsible to the Owner for acts and omissions of its agents, employees, and subcontractors.

§ 14.5.8 The obligation of the Construction Manager to correct defective workmanship and materials shall continue for not less than two (2) years after substantial completion. The designation of the period of two years as a correction-warranty period does not relieve Construction Manager or any Subcontractor of obligations to perform the work as required by the contract documents. The Construction Manager's obligations under this section are in addition to the Construction Manager's responsibilities to fulfill contract obligations or with respect to other specific warranties.

§ 14.5.9 The Construction Manager shall indemnify and hold harmless the Owner, its Board of Education, its board members in their official and individual capacities, administration, its successors, assigns, employees and agents (the "Indemnitees"), from and against any and all claims, costs, expenses, including reasonable attorney's fees, damages, and liabilities, to the extent caused by or asserted to arise from (i) the negligent acts or omissions of the Construction Manager, its officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this Agreement by the Construction Manager or its subcontractors, including any breach of the Contract Documents; or (iii) any breach of any representation or warranty by the Construction Manager or its subcontractors under this Agreement. The Construction Manager shall notify the Owner by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which the Owner or one or more of the Indemnitees may be entitled to indemnification under this Agreement. The Construction Manager shall not be responsible for indemnifying an Indemnitee for the Indemnitee's negligence, but shall remain responsible to the fullest degree of Construction Manager's fault, on a

comparative basis. Further, the Owner shall be entitled to recover attorneys' fees and legal fees from the Construction Manager under the following circumstances: (1) the Owner has to defend a third-party claim or action for which the Construction Manager must indemnify the Owner as described above; or (2) the Owner successfully asserts a claim or action against the Construction Manager for professional negligence, breach of contract, and/or defective Work. For purposes of the previous sentence "successfully" means the Owner recovers damages from the Construction Manager, regardless of amount. The Construction Manager shall not be responsible for indemnifying an Indemnitee for the Indemnitee's negligence, but shall remain responsible to the fullest degree of Construction Manager's fault, on a comparative basis.

§ 14.5.10 The Construction Manager shall inspect the work of the Subcontractors on the Project (and, if applicable, the Construction Manager's own work) as it is being performed until final completion and acceptance of the Project by the Owner to assure that the work performed and the materials furnished are in accordance with the contract documents and that work on the project is progressing on schedule. In the event that the quality control testing should indicate that the work, as installed, does not meet the requirements of this Project, the Architect and/or Owner shall determine the extent of the work that does not meet the requirements and the Construction Manager shall direct the Subcontractor to take appropriate corrective action (or the Construction Manager may take such action itself, with the approval of the Owner and without altering the Contract Sum or Contract Time, which shall not be unreasonably withheld), and advise the Owner of the corrective action.

§ 14.5.11 The Construction Manager shall timely inform both the Owner and the Architect of any observed defects or deficiencies in the quality of workmanship of the various Subcontractors or any workmanship of the Construction Manager, if applicable.

§ 14.5.12 During the Construction Phase, the Construction Manager shall:

§ 14.5.12.1 Provide regular monitoring of the schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started or incomplete and recommend to the Owner and Subcontractors, adjustments in the schedule to meet the probable completion date. Provide summary reports of each monitoring and document all changes in schedule.

§ 14.5.12.2 Determine the adequacy of the Subcontractor's personnel and equipment and the availability of materials and supplies to meet the schedule. Recommend courses of action to the Owner when requirements of a subcontract are not being met.

§ 14.5.12.3 Provide all supervision, services, utilities, etc. which are necessary for the completion of the Project in accordance with the contract documents which are not provided through the subcontracts, or by the Owner, or as a reimbursable item.

§ 14.5.12.4 Develop and monitor an effective system of Project cost control. Revise and refine the initially approved Project Construction Budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Architect whenever projected cost exceed budgets or estimates. The parties acknowledge the Owner's fixed budget for this Project which shall not be exceeded under any circumstances without the Owner's prior written approval.

§ 14.5.12.5 Develop and implement a system for the preparation, review and processing of Change Orders. Recommend necessary or desirable change to the Owner and the Architect. Review requests for changes and submit recommendations to the Owner and the Architect. The Construction Manager bears the responsibility of preparing change orders. If requested by the Owner, the Construction Manager will provide an explanation of the nature, cause, source, and responsible parties for any such change order.

§ 14.5.12.6 Develop and implement a procedure for the review, processing and payment of applications by Subcontractors for progress and final payments, and provide relevant information to the Owner in writing.

§ 14.5.12.7 Obtain all building permits and special permits for permanent improvements, excluding permits for inspection of temporary facilities required to be obtained directly by the various Subcontractors. The cost of such permits shall be a reimbursable item, unless included within the applicable subcontractor responsibilities. Obtain approvals from all the authorities having jurisdiction over the Project.

§ 14.5.12.8 If required, assist the Owner in selecting and retaining professional services of a surveyor, testing laboratories and special consultants, and coordinate these services, without assuming any responsibility or liability of or for these consultants.

§ 14.5.12.9 In collaboration with the Owner and Architect, establish and implement procedures for expediting the processing and approval of shop drawings and samples, that include the review and approval of such by the Construction Manager. Incomplete or inadequate drawings and samples shall be returned by the Construction Manager to the submitting subcontractor prior to submission to the Architect.

In collaboration with the Owner and Architect, establish and implement procedures for expediting the processing and approval of requests for information (RFIs)

§ 14.5.12.10 Maintain at the Project site, on a current basis: records of all necessary Contracts, Drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions and other construction related documents, including all revisions. Obtain data from Subcontractors and maintain a current set of record Drawings, Specifications and operating manuals. At the completion of the Project, deliver all such records organized in a reasonable manner and provided to the Owner.

§ 14.5.12.11 With the Owner's maintenance personnel (and any others in the Owner's discretion), direct the checkout of utilities, operations systems and equipment for readiness and assist in their initial start-up and testing by the Subcontractors.

§ 14.5.12.12 Secure and transmit to the Owner and Architect required guarantees, affidavits, releases, bonds and waivers. Turn over to the Owner all keys, manuals, maintenance stocks, and record drawings.

§ 14.5.12.13 Warranty: The Construction Manager shall warrant that all materials and equipment included in the Work will be new, unless otherwise specified, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. With respect to the Work, the Construction Manager further agrees to correct all Work defective in material and workmanship for a period of two years from the Date of Substantial Completion in accordance with Section 14.5.8 or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others.

§ 14.5.12.14 Conduct Project meetings with trade contractors as needed for the work to proceed on a timely basis. The Owner shall be notified of, and allowed to attend, same.

§ 14.5.13 The Owner reserves the right in its discretion to require consolidation or joinder of any mediation or other legal proceeding relating to this Agreement with another mediation or other legal proceeding involving an independent contractor or consultant engaged by the Owner in connection with the Project 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.

§ 14.5.14 In the event the Owner is involved in a dispute which is not subject to mediation involving a person or entity not a party to this Agreement, the mediation provision of this Article shall be deemed to be void and nonexistent in the event the Owner, in its discretion, determines the Construction Manager should become a party to that dispute by joinder or otherwise.

§ 14.5.15 The Owner reserves the right to require any mediation to be held near the Owner's principal place of business.

§ 14.5.16 Prior to the commencement of the Work, the Construction Manager shall file with the Owner valid Certificates of Insurance and amendatory riders or endorsements to the Construction Manager's and subcontractor's insurance policies, all in form and substance satisfactory to the Owner, naming the Owner and its officers and employees or other persons or entities with an insurable interest, designating the Owner as additional insured thereunder. Said endorsements or amendatory riders shall indicate that with respect to said additional insured, there shall be severability of interests under said insurance policies for all coverages provided under said insurance policies. The Certificates and amendatory riders or endorsements shall clearly indicate the specific coverage and shall contain a provision requiring the giving of written notice to the Owner until at least thirty (30) days prior to the cancellation, non-renewal or material modification of any

such policies as evidenced by return receipt of United States Certified or Registered Mail. The Construction Manager shall require all Subcontractors to provide the same insurance in amounts satisfactory to the Construction Manager and Owner. Insurances provided on a "claims-made" basis shall be enforceable upon commencement of services and maintained for seven years following substantial completion.

Insurances provided on an "occurrence" basis shall be enforceable upon commencement of services and maintained for one year following substantial completion.

§ 14.5.17 There will be no fee adjustment for any changes (e.g., change orders, construction change directives, minor changes) within original Project budget (including contingency) and Project Schedule. However, if there are significant Owner-directed changes to the Project scope, thereby exceeding the Project budget or affecting the Project schedule, any adjustment in the fee, reimbursables and General Conditions costs to compensate the Construction Manager for his increased expenses, will be as negotiated by the parties.

§ 14.5.17.1 The Construction Manager acknowledges and is bound by a Guaranteed Maximum Price, and further recognizes that the Owner's total fixed project cost cannot be exceeded. The Construction Manager and the Owner agree to work with the Architect to keep the Project's scope of the work within these fixed costs.

§ 14.5.18 The General Conditions of the contract, AIA Document A201-2017, shall apply as modified by the parties, and all references to AIA Document A201-2017 or the "General Conditions" shall refer to the modified version of the General Conditions of the Contract.

§ 14.5.19 In order to keep the Owner and Architect informed of the total project budget, the Construction Manager shall provide the Owner budget reports monthly, or at such other intervals agreed by the Owner and the Construction Manager, indicating the current status of each portion of the Project, showing both budgeted costs and committed costs after trade contractors' bids have been received and reviewed by the Construction Manager.

§ 14.5.20 The Construction Manager shall provide full-time on-site supervision of the Project when work is underway. The Owner reserves the right to approve the identity of the Construction Manager's field supervisor(s) and to require the replacement of the field supervisor(s) upon two weeks' notice. The Construction Manager shall propose and Owner shall approve the key individuals to provide the services described herein. In the event that an approved individual is discharged, dies, is disabled, is promoted to a substantially different responsibility or the Owner requests their replacement, the Construction Manager shall promptly propose an individual, including qualifications and experience, as a replacement for the Owner's approval.

§ 14.5.21 The date of substantial completion for any individual subcontractor's contract will be established jointly by the Construction Manager, the Architect and Owner.

§ 14.5.22 During Bureau of Fire Services visits/inspections or Bureau of Construction Codes visits/inspections, the Construction Manager will take a pro-active role to make such visits productive and timely.

§ 14.5.23 The Construction Manager will provide a pre-punch list prior to the final punch list walkthrough.

§ 14.5.24 Costs identified in Article 7 shall not be reimbursed if caused or exacerbated by the Construction Manager's negligent or wrongful actions or inactions.

§ 14.5.25 If a hazardous substance is encountered on or below the surface of the Project, the Construction Manager shall promptly notify the Owner of such a discovery.

§ 14.5.26 The Construction Manager shall assist the Architect and Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor and shall review those documents to coordinate conformance of those documents with the Drawings and Specifications as approved by the Owner.

§ 14.5.27 Front-end work on the specifications will be developed and administered by the Construction Manager. The Construction Manager shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor and shall review those

documents to coordinate conformance of those documents with the Drawings and Specifications as approved by the Owner.

§ 14.5.28 The Construction Manager shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

§ 14.5.29 On the basis of its regular on-site observations, the Construction Manager will report to the Owner any construction means, methods, techniques, sequences or procedures that do not appear to conform with industry standards and also shall report to the Owner any work that appears not to be in conformance with the contract documents.

§ 14.5.30 As a part of Basic Services, the Construction Manager shall conduct a post-occupancy audit six (6) months and eleven (11) months following the Date of Substantial Completion and shall also provide call-back services for the duration of the applicable warranty period (but in no event less than two years following substantial completion).

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

§ 14.5.32 The Construction Manager will, as part of Basic Services, attend the Owner's Board of Education meetings and staff meetings (in person or via communication media) as reasonably requested by the Owner.

§ 14.5.33 Without affecting the interpretation of any other heading in this Agreement, it is expressly acknowledged that the headings in Sections 7.4 through 7.7 are deemed part of the parties' substantive agreement.

§ 14.5.34 If at any time the Construction Manager's cost estimates exceed a Guaranteed Maximum Price, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner and provide all related services required to appropriately adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 14.5.35 Notwithstanding anything to the contrary herein or in the other Contract Documents and regardless of applicable statutes of limitation, the parties agree that a Claim or cause of action by the Owner is timely if filed within six (6) years of Substantial Completion.

§ 14.5.36 The Construction Manager will not, nor will it permit any of its subcontractors to, 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 contract.

§ 14.5.37 The Construction Manager agrees to retain permanent records relating to the services performed under this Agreement for a period of at least six (6) years following final completion of the Project, after which period such records will be offered to the Owner for the Owner's retention.

§ 14.5.38 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. A waiver of any term, condition, or covenant by a party shall not constitute a waiver of any other term, condition or covenant.

§ 14.5.39 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.

§ 14.5.40 The Construction Manager agrees that project commencement dates and substantial completion dates will be determined during the GMP approval process and will be included in each GMP amendment.

§ 14.5.41 In addition to the provisions of Section 10.3 of A201-2017, if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Construction Manager and Architect shall then proceed in the same manner described in Sections 10.3.1 and 10.3.2 of AIA Document

A201-2017. The Owner shall be responsible for obtaining the services of the licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has a reasonable objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and the Architect have no reasonable objection.

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

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

.6 Other Exhibits:

(Check all boxes that apply.)

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

Supplementary and other Conditions of the Contract:

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

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Christman's Consolidated Grant and Bond Projects Proposal Letter dated July 25, 2025

In the event of any inconsistency or ambiguity between, within, or among any of the documents that constitute the Agreement, the terms most beneficial to the Owner, as determined in the Owner's sole discretion, shall govern.

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

UNION CITY COMMUNITY SCHOOLS

OWNER *(Signature)*

Patrick McKerr
Superintendent

(Printed name and title)

THE CHRISTMAN COMPANY



CONSTRUCTION MANAGER *(Signature)*

Steven F. Roznowski
President and Chief Executive Officer

(Printed name and title)

 **AIA[®] Document B133[®] – 2019****Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

AGREEMENT made as of the _____ day of _____ in the year 2025
(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 St.
Union City, Michigan 49094

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

C2AE
50 Louis Street NW Suite 200
Grand Rapids, Michigan 49503

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

Union City Community Schools, 2025 Bond and Consolidated Grant Project, in accordance with the Owner's fixed budget, the Owner-approved plans and specifications, all applicable laws, and as otherwise approved by the Owner in writing.

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

The Christman Company
208 N. Capitol Avenue
Lansing, Michigan 48933

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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.

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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.)

To be determined by the Owner in writing after advice and recommendations from the Architect, Construction Manager, and any other individual or entity deemed appropriate by the Owner.

§ 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.)

To be determined by the Owner in writing after advice and input from the Architect, Construction Manager, and any others deemed appropriate by the Owner.

§ 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.)

A fixed sum to be established by the Owner based on the consolidated grants and 2025 Bond issue, if passed. The values is approximately \$45.6 million dollars.

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

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

§ 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 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.)

To be determined.

§ 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.)

To be determined.

§ 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.)

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Board of Education, State of Michigan, 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.)

.2 Land Surveyor:
Monument Engineering Group Associates

.3 Geotechnical Engineer:
To be determined

.4 Civil Engineer:
C2AE

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

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

Jon Slack
106 W. Allegan St.,
Lansing, Michigan 48933

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 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:

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C2AE

.2 Mechanical Engineer:

C2AE

.3 Electrical Engineer:

C2AE

§ 1.1.12.2 Consultants retained under Supplemental Services:

To be determined

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

The parties acknowledge that the Architect may have 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 may mutually agree to a written adjustment in the Architect's services, schedule for the Architect's services, and the Architect's compensation, as applicable.

§ 1.3 The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

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

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 State of Michigan to provide the services required by this Agreement, and shall cause such services to be performed by appropriately licensed design 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 and familiar with the school 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.

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

§ 2.5 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 or until the date(s) specified in this Agreement, whichever is longer, in the amounts identified below or as required by law, whichever is greater, in an Architect-provided certificate of insurance.

§ 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.

§ 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 four million dollars (\$ 4,000,000.00) 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 30 days prior to 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 at the time of execution of this Agreement.

§ 2.6.9 Prior to the commencement of any Project, the Architect shall notify the Owner in writing of its proposed insurance coverages and amounts, even if they are the same as identified in this Section 2.6, which coverages and amounts shall be subject to the Owner's reasonable approval, and such coverages will not be terminated, non-renewed, or reduced without at least 30 days' prior written notice to the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services include those described in this Article 3 and include usual and customary structural, mechanical, civil, interior design, landscape design, and electrical engineering services and other architectural and engineering services required to complete the Project, all provided by those qualified and experienced in their respective fields, as needed, to address the requirements of the Project. Services identified in this Agreement, the General Conditions, and any other Contract Document are basic Services unless specifically identified as Additional Services or Supplemental Services.

§ 3.1.1 The Architect shall manage the Architect's services, administer the Project, consult with the Owner and the Construction Manager, 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, subject to the Architect's professional judgment, experience 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 and Owner's review and the Owner's approval, a written schedule for the performance of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design phase milestone dates, as well as the anticipated dates when cost estimates or design reviews may occur, 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 (1) for the Owner's review and provision of information, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, (5) for a master design schedule for planning, schematics, design development, and construction documents phases, and (6) 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 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. The Architect shall review and notify the Owner of any concerns with, or take other appropriate action upon, 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 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. The Architect shall assist the Owner in applying for those permits and approvals normally required by law for projects similar to the one for which the Architect's services are being engaged. The assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the Architect in conjunction therewith.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, 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 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.*, (the "School Building Construction Act") and Public Act 299 of 1980, MCL 339.2011 (the "Occupational Code")

(collectively, the "Acts"). Therefore, acknowledging that there will be no other "qualified person," as described in 1937 PA 306, on this Project, the Architect hereby agrees to perform the services that shall or may be performed by an "architect" or "engineer" pursuant to those Acts. 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 at the end of each phase 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 of the design process for purposes of evaluation and approval by the Owner.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal

§ 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 rejection, a Guaranteed Maximum Price proposal. The Architect shall review the Construction Manager's proposal. The Architect's review 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.

§ 3.3 Schematic Design Phase Services

(Paragraph deleted)

§ 3.3.1 The Architect shall 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 with governing laws, codes, and regulations applicable to the Architect's 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.

§ 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, budget, 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 and shall prepare such estimates of Construction Cost as the Architect deems necessary to perform Basic Services and to satisfy MCL 339.2011.

§ 3.3.9 The Architect shall specifically request and obtain the Owner's written approval of the Schematic Design Documents and related construction cost estimates before proceeding to the Design Development Phase. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project, except for aesthetic purposes.

§ 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 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 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.

§ 3.5 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 systems and other requirements for the construction of the 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, 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), as modified by the Owner, and (2) a project manual that includes the Conditions of the Contract for 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 include in bid specifications and in any of the relevant document provisions indicating that modified version(s) of the standard AIA General Conditions A201 -2017 will be utilized. The Architect shall include a form of the General Conditions of the Contract for Construction provided by the Owner's legal counsel and include that document in bid specifications and the project manual. The Architect is responsible for verifying that such document is included in the bid specifications and the project manual and shall contact the Owner and the Owner's legal counsel to verify that that the documents, as they appear in the bid specifications and project manual, are correct.

§ 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 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. If, after the execution of this Agreement, the Owner or Construction Manager desire to make any modifications to the A201 – 2017 Edition General Conditions of the Contract for Construction, the Owner will inform the Architect of the proposed changes and the changes will not become binding on the Architect until the Architect consents to such changes. The Architect will not unreasonably withhold or delay consent.

§ 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, 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; or (2) the time period identified in Section 12.16.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the services described in this 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 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 under 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, , to become generally familiar with the progress and quality of the portion of the Work completed, 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.

§ 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 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.

The Architect shall visit the site as necessary to observe Project quality.

§ 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 according to the timeframes and schedules provided in AIA Document A201 – 2007, 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 of the Work is in accordance with the Contract Documents, 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 in writing and accompanying the relevant certification. It is acknowledged that the Architect's certifications shall take into consideration information provided by the Construction Manager, but the Architect shall remain responsible for any certification issued.

§ 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, 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. 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 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 Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect and Construction Manager 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;
- .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 and the Construction Manager's inspections made under Section 3.6.6.1.1 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 and Construction Manager shall be solely responsible for the inspections, and the Owner shall be solely an observer.

§ 3.6.6.3 When Substantial Completion has been achieved, as determined by the Architect, the Architect shall then 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) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) 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.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The 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. *(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
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Architect
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 On-site Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Architect
§ 4.1.1.13 Cost estimating	Architect to the extent required by MCL 339.2011. See Section 3.3.8.
§ 4.1.1.14 On-site project representation exceeding the supervisory requirements in 1937 PA 306 and 1980 PA 299.	Not Provided.
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Architect
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Owner
§ 4.1.1.23 Security evaluation and planning	See Section 4.1.2.1
§ 4.1.1.24 Commissioning	See Section 4.1.2.1
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 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.)

Section 4.1.1.23: Without limiting the breadth of the Architect's Basic Services, the Architect will also comply with MCL 380.1264 as a Basic Service.

Section 4.1.1.24: The Architect shall comply with applicable laws regarding commissioning, including but not limited to Rule 1098a of the Michigan Energy Code, and shall otherwise participate in basic system start-up and balancing as part of its Basic Services.

Init.

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

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

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services in accordance with Section 4.1, 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, if necessary an appropriate adjustment in the Architect's schedule.

§ 4.2.1 The following Additional Services shall be provided if there has been compliance with Section 4.1. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Subject to Section 6.6 (which shall be Basic Services), services necessitated by a change in the Initial Information, previous 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;
- .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 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 that occur after the preparation of the instrument of Service. 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 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;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party 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; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;

(Paragraphs deleted)

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall 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 have no further obligation to compensate the Architect for the services

(Paragraphs deleted)

not accepted in writing by the Owner:

- .3 Preparing Change Orders, and Construction Change Directives approved by the Owner that exceed the scope of the Work and Project cost and that require substantial preparation or revision of Instruments of Service;

(Paragraph deleted)

- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom after the bids have been awarded.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Upon the Architect's written request, 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 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. 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, 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's Board of Education. 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 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 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 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 Architect shall coordinate the services of its own consultants with those services provided by the 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 consider furnishing, as part of the Project budget, the 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 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 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 include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. Otherwise, the Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager that materially impact the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Architect shall assist the Owner with coordination of 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. 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.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of cost estimating or 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 Architect's and its Consultants' compensation and reimbursable expenses and the Construction Manager's compensation including general conditions costs, overhead, and profit. For purposes of calculating fees or other costs determined on a percentage of the Cost of the Work, the Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; the costs related to any Owner-approved change orders; the general conditions costs; 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.

§ 6.3 The Owner shall 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 prepare its own estimates of the cost of work necessary for Basic Services. See MCL 339.2011. 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 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 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 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.

§ 6.5 If at any time the estimate of the Cost of the Work 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 as a Basic Service.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates or the Guaranteed Maximum Price proposal that exceed the Owner's budget for the Cost of the 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 (or bids) exceed the budget for the Project, the Architect, in consultation with and at the direction of the Owner, shall without additional compensation provide such modifications in the Contract Documents and services as necessary to bring the cost of the Project within budget. Providing such modifications and services shall be the Architect's responsibility under this Article 6.

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 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 Upon execution of this Agreement, the Owner shall have a nonexclusive, irrevocable license and right to access, use and reproduce the Instruments of Service (in any and every format and regardless of the stage of completion) for purposes of constructing, using, maintaining, altering and adding to the Project or completing the Project should Architect not

provide services through completion. On behalf of, and for the benefit of, the Owner, the Architect shall obtain similar rights from the Architect's consultants consistent with this Agreement. Such rights shall, without limitation, authorize the Owner and the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors and other design professionals, to utilize and to reproduce applicable portions of the Instruments of Service for use in performing services or construction for the Project. Any termination of this Agreement for any reason or under any condition shall in no way terminate or otherwise diminish the licenses and rights described herein.

§ 7.3.1 In the event this Agreement is terminated before Project completion, the Architect will be and remain responsible for its work and Instruments of Service up to and including the date of termination. Any replacement architect(s) will be responsible for all work occurring after termination, including reliance upon any Instruments of Service prepared by the Architect before termination. Unless the Architect is retained by the Owner, the Architect will not be responsible to the Owner for any damages arising out of another architect's, contractor's, or material or equipment supplier's reliance upon any Instruments of Service prepared by the Architect that occurs after final completion of the Project..

§ 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. 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.

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 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 overall Project or, if longer, one year after the discovery of a defect caused by the Architect's gross negligence. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 The parties agree that the Owner is not waiving any rights its insurer(s) may have to subrogation. To the extent any term in this Agreement or any other Contract Document 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, expenses (including reasonable attorneys' fees and legal expenses), 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 or the Architect's breach of this Agreement.

(Paragraph deleted)

§ 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 non-binding mediation as a condition precedent to litigation.

§ 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 except that either party may, if in good faith, declare a mediation impasse and proceed with litigation 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.

(Paragraphs deleted)

§ 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 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. The Architect's fees for the remaining services and the time schedules shall be negotiated by the parties.

§ 9.2 If the Owner voluntarily suspends the Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be negotiated by the parties.

§ 9.3 If the Owner suspends the Project for more than 90 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, and for Reimbursable Expenses then due.

(Paragraphs deleted)

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement 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 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 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. 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.

§10.10 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. The Architect shall notify the Owner in writing at least ninety (90) days before disposing of any referenced records for any reason at any time, to afford the Owner sufficient notice to take possession of such records if required or desired.

§ 10.11 Integration, Waiver and Severability

§ 10.11.1 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.

§ 10.11.2 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, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Two Million Eight Hundred Seventy Two Thousand Four Hundred Eighty Five Dollars (\$2,872,485.00)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.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.)

As mutually agreed by the parties in writing prior to the performance of service in accordance with the hourly rates set forth in 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 at cost without markup.

(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:

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	thirty	percent (30	%)
Construction Documents Phase	thirty	percent (30	%)
Bidding (Procurement) Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

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 A – Hourly Billing Rates.

Employee or Category	Rate (\$0.00)
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§ 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:

(Paragraph deleted)

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

(Paragraph deleted)

(Paragraphs deleted)

.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;

.9 All taxes levied on reimbursable expenses; in light of the Owner's tax-exempt status, the parties shall discuss major reimbursable items prior to purchase;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants at cost and without markup. Reimbursable expenses shall not exceed Thirty Thousand Dollars (\$30,000.00) without the express written approved 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.)

N/A

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of zero (\$ 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.

(Paragraph deleted)

§ 11.10.2 **Progress Payments**

(Paragraphs deleted)

§ 11.10.2.1 Payments for undisputed services shall be made monthly in proportion to services performed. Undisputed payments are due and payable within thirty (30) days of the Owner's receipt of the Architect's invoice. Amounts unpaid ninety (90) days after the Owner's receipt of the invoice date bear interest at the rate entered below.

(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. 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 for which the Architect is responsible.

§ 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 The Architect shall not be entitled to additional compensation in the event it is necessary to extend the Project schedule 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.

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

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

§ 12.5 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.

§ 12.6 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.

§ 12.7 The Architect and Construction Manager 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.

§ 12.8 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 submit a copy of the certification to the Owner, which shall submit the certification to the regional EPA office and include it in its management plan.

The Architect also agrees that it will coordinate with the Owner's personnel or the consultant, above referenced, in order to appropriately integrate the replacement of non-hazardous materials, as required under the general contracts, with the asbestos removal and treatment process for the entire construction Project(s). The Owner agrees that it shall place sole reliance upon its personnel and/or the qualified asbestos consultant, and its contractors or subcontractors, as to the means of accomplishing the asbestos removal or treatment process.

Except as expressly provided herein, the Architect shall have no responsibility whatsoever with regard to the identification, analysis, or removal of hazardous materials. The Architect shall require that, upon issuance of the final certificate for payment, each contractor certify to the Owner that to the best of the contractor's knowledge, no ACBM was used in the construction work.

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.

§ 12.9 (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, except for increased construction costs due to delay in bidding or construction resulting from the error or omission or its redesign.

(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 may, at the Owner's option, be paid from available construction contingency.

§ 12.10 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.

§ 12.11 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

§ 12.12 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.
- 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.

§ 12.13 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 notify the Owner thirty (30) days in advance if this coverage becomes unavailable or if the coverage amount is substantially changed. 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.

§ 12.14 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.

§ 12.15 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.

§ 12.16 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.

§ 12.17 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.

§ 12.18 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.

§ 12.19 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.

§ 12.20 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.

§ 12.20 The Owner reserves the right to approve the identity of the Architect's project representative(s) and to require their replacement upon two (2) weeks' notice. The Architect shall make available the services of Steve Jurczuk and Jon Slack, and other such individuals as may be required to provide the services defined as Basic Services or needed in the course of the Project to complete the Project as described in the Agreement. In the event that any individual identified above is discharged, dies, is disabled or is promoted to take on a substantially different responsibility, or at such time as the Owner requests a personnel change, the Architect shall promptly submit to the Owner a qualification and experience resume of the person(s) proposed as replacement(s) and shall furnish replacement(s) upon agreement of the Owner.

§ 12.21 As part of the Architect's assistance with creating form Owner/Contractor Agreements and General Conditions, the Architect will assist with compliance with the Owner's obligations under the Michigan Prevailing Wage Act, MCL 401.1101, et seq. (as applicable).

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, as modified.

.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.
Exhibit A – Hourly Billing Rates

(Paragraphs deleted)

In the event of any inconsistency or ambiguity between, within, or among any of the documents that constitute the Agreement, the terms most beneficial to the Owner, as determined in the Owner's sole discretion, shall govern.

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

UNION CITY COMMUNITY SCHOOLS

C2AE

OWNER *(Signature)*

Patrick McKerr Superintendent
(Printed name and title)



ARCHITECT *(Signature)*

Stevan Jurczuk AIA
(Printed name, title, and license number, if required)

Modified: 9/2/2025 3:06 PM

Additions and Deletions Report for AIA® Document B133® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:06:54 on 09/02/2025.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year 2025

...

Union City Community Schools
430 Saint Joseph St.
Union City, Michigan 49094

...

C2AE
50 Louis Street NW Suite 200
Grand Rapids, Michigan 49503

...

Union City Community Schools, 2025 Bond and Consolidated Grant Project, in accordance with the Owner's fixed budget, the Owner-approved plans and specifications, all applicable laws, and as otherwise approved by the Owner in writing.

...

The Christman Company
208 N. Capitol Avenue
Lansing, Michigan 48933

PAGE 2

To be determined by the Owner in writing after advice and recommendations from the Architect, Construction Manager, and any other individual or entity deemed appropriate by the Owner.

...

To be determined by the Owner in writing after advice and input from the Architect, Construction Manager, and any others deemed appropriate by the Owner.

...

A fixed sum to be established by the Owner based on the consolidated grants and 2025 Bond issue, if passed. The values is approximately \$45.6 million dollars.

PAGE 3

To be determined

...

To be determined

...

To be determined

...
[] 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.

...
To be determined.

...
To be determined.

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

PAGE 4

Board of Education, State of Michigan, and any others required by law.

...
(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)page.)

...
Monument Engineering Group Associates

...
To be determined

...
C2AE

...
To be determined

Jon Slack
106 W. Allegan St.,
Lansing, Michigan 48933

...

§ 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:

PAGE 5

C2AE

...

C2AE

...

C2AE

...

To be determined

...

The parties acknowledge that the Architect may have 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 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 compensation, as applicable.

§ 1.3 The parties ~~shall~~ may agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the ~~model 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.~~ model, shall be subject to the same restrictions and licenses set forth in Article 7.

...

§ 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 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.

§ 2.5 ~~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 or until the date(s) specified in this Agreement, whichever is longer, in the amounts identified below or as required by law, whichever is greater, in an Architect-provided certificate of insurance.~~

§ 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.

...

§ 2.6.5 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 four million dollars (\$ 4,000,000.00) 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 ~~polices-polices~~ 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 30 days prior to 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.

§ 2.6.9 Prior to the commencement of any Project, the Architect shall notify the Owner in writing of its proposed insurance coverages and amounts, even if they are the same as identified in this Section 2.6, which coverages and amounts shall be subject to the Owner's reasonable approval, and such coverages will not be terminated, non-renewed, or reduced without at least 30 days' prior written notice to the Owner.

...

§ 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 civil, interior design, landscape design, and electrical engineering services and other architectural and engineering services required to complete the Project, all provided by those qualified and experienced in their respective fields, as needed, to address the requirements of the Project. Services identified in this Agreement, the General Conditions, and any other Contract Document are basic Services unless specifically identified as Additional Services or Supplemental Services.

§ 3.1.1 The Architect shall manage the Architect's services, administer the Project, consult with the Owner and the Construction Manager, 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, experience 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 and Owner's review and the Owner's approval, a written schedule for the performance of the Architect's services. ~~The schedule services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services~~ shall include design phase milestone dates, as well as the anticipated dates when cost estimates or design reviews may occur, 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, for the Construction Manager's review,~~ (1) for the Owner's review and provision of information, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, (5) for a master design schedule for planning, schematics, design development, and construction documents phases, and (6) 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.

§ 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 before the Owner orders a directive or substitution or accepts non-conforming work.

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§ 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. The Architect shall assist the Owner in applying for those permits and approvals normally required by law for projects similar to the one for which the Architect's services are being engaged. The assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the Architect in conjunction therewith.

§ 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 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.

~~§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate~~
§ 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., (the "School Building Construction Act") and Public Act 299 of 1980, MCL 339.2011 (the "Occupational Code")

(collectively, the "Acts"). Therefore, acknowledging that there will be no other "qualified person," as described in 1937 PA 306, on this Project, the Architect hereby agrees to perform the services that shall or may be performed by an "architect" or "engineer" pursuant to those Acts. 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 at the end of each phase 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 of the design process for purposes of evaluation and approval by the Owner.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal

§ 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 rejection, a Guaranteed Maximum Price proposal.~~ The Architect shall review the Construction Manager's proposal. The Architect's review 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.~~

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~~§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.~~

§ 3.3.1 The Architect shall 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 with governing laws, codes, and regulations applicable to the Architect's services and 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.

...

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on ~~program-program, budget,~~ 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.

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§ 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-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.

§ 3.3.9 The Architect shall specifically request and obtain the Owner's written approval of the Schematic Design Documents and related construction cost estimates before proceeding to the Design Development Phase. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project, except for aesthetic purposes.

...

§ 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 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.

...

§ 3.4.3 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.

...

§ 3.5.1 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.

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§ 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 include in bid specifications and in any of the relevant document provisions indicating that modified version(s) of the standard AIA General Conditions A201 -2017

will be utilized. The Architect shall include a form of the General Conditions of the Contract for Construction provided by the Owner's legal counsel and include that document in bid specifications and the project manual. The Architect is responsible for verifying that such document is included in the bid specifications and the project manual and shall contact the Owner and the Owner's legal counsel to verify that that the documents, as they appear in the bid specifications and project manual, are correct.

...

§ 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.

...

§ 3.6.1.1 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. If, after the execution of this Agreement, the Owner or Construction Manager desire to make any modifications to the A201 – 2017 Edition General Conditions of the Contract for Construction, the Owner will inform the Architect of the proposed changes and the changes will not become binding on the Architect until the Architect consents to such changes. The Architect will not unreasonably withhold or delay consent.

§ 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; or (2) the time period identified in Section 12.16.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the ~~Construction Phase Services; services described in this 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 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 under MCL 339.2011 or Public Act 306 of 1937, both as may be amended from time to time.

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§ 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.

...

§ 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.

The Architect shall visit the site as necessary to observe Project quality.

...

§ 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 – 2007, 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 of the Work is in accordance with the Contract Documents, 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~~by the Architect in writing and accompanying the relevant certification. It is acknowledged that the Architect's certifications shall take into consideration information provided by the Construction Manager, but the Architect shall remain responsible for any certification issued.

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§ 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.

...

§ 3.6.4.2 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.

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§ 3.6.6.1 The Architect and Construction Manager shall:

...

§ 3.6.6.2 The Architect's inspections and the Construction Manager's inspections made under Section 3.6.6.1.1 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 and Construction Manager shall be solely responsible for the inspections, and the Owner shall be solely an observer.

§ 3.6.6.3 When Substantial Completion has been achieved, as determined by the Architect, the Architect shall then 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.

...

§ 3.6.6.5 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.

...

§ 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 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.)

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§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Owner</u>
§ 4.1.1.2	Programming	<u>Architect</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4	Measured drawings	<u>Not Provided</u>
§ 4.1.1.5	Existing facilities surveys	<u>Architect</u>
§ 4.1.1.6	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9	<u>On-site</u> Civil engineering	<u>Architect</u>
§ 4.1.1.10	Landscape design	<u>Architect</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>Architect</u>
§ 4.1.1.13	Cost estimating	<u>Architect to the extent required by MCL 339.2011. See Section 3.3.8.</u>
§ 4.1.1.14	On-site project representation exceeding the supervisory requirements in 1937 PA 306 and 1980 PA 299.	<u>Not Provided.</u>
§ 4.1.1.15	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16	As-designed record drawings	<u>Architect</u>
§ 4.1.1.17	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Architect</u>
§ 4.1.1.19	Facility support services	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Owner</u>
§ 4.1.1.23	Security evaluation and planning	<u>See Section 4.1.2.1</u>
§ 4.1.1.24	Commissioning	<u>See Section 4.1.2.1</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Not Provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>

...

Section 4.1.1.23: Without limiting the breadth of the Architect's Basic Services, the Architect will also comply with MCL 380.1264 as a Basic Service.

Section 4.1.1.24: The Architect shall comply with applicable laws regarding commissioning, including but not limited to Rule 1098a of the Michigan Energy Code, and shall otherwise participate in basic system start-up and balancing as part of its Basic Services.

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~~§ 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.

The Architect may provide Additional Services in accordance with Section 4.1, 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~~ and, if necessary an appropriate adjustment in the Architect's schedule.

~~§ 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 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;
- ...
- ~~4~~ Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that 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; that occur after the preparation of the instrument of Service. 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;
- ...
- ~~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;
- ~~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 have no further obligation to 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; not accepted in writing by the Owner;~~
- ~~.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the approved by the Owner that exceed the scope of the Work and Project cost and that require substantial 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.~~

~~§ 5.1 Unless otherwise provided for under this Agreement, Upon the Architect's written request, 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.~~

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~~§ 5.3 The Owner shall establish 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.~~ Project, subject to parameters of authority set by the Owner's Board of Education. 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.~~ 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.

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§ 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, the 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 Architect shall assist the Owner in selecting a service provider as part of Basic Services. The Owner and Architect shall require that its-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.

...

§ 5.12 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 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~~ Architect shall assist the Owner with coordination of 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.~~

§ 6.1 For purposes of cost estimating or 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 Architect's and its Consultants' compensation and reimbursable expenses and the Construction Manager's compensation including general conditions costs, overhead, and profit. ~~The For purposes of calculating fees or other costs determined on a percentage of the Cost of the Work, the~~ Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; the costs related to any Owner-approved change orders; the general conditions costs; 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.

§ 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 Basic Services.~~ prepare its own estimates of the cost of work necessary for Basic Services. See MCL 339.2011. 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~~

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~~§ 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, shall 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 (or bids) exceed the budget for the Project, the Architect, in consultation with and at the direction of the Owner, shall without additional compensation provide such modifications in the Contract Documents and services as necessary to bring the cost of the Project within budget. Providing such modifications and services shall be the Architect's responsibility under this Article 6.~~

...

~~§ 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 Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively.~~ Upon execution of this Agreement, the Owner shall have a nonexclusive, irrevocable license and right to access, use and reproduce the Instruments of Service (in any and every format and regardless of the stage of 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 Architect shall obtain similar nonexclusive licenses Project or completing the Project should Architect not provide services through completion. On behalf of, and for the benefit of, the Owner, the Architect shall obtain similar rights from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and Such rights shall, without limitation, authorize the Owner and the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, contractors and other design professionals, to utilize and to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively Service 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 and rights described herein.

§ 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. this Agreement is terminated before Project completion, the Architect will be and remain responsible for its work and Instruments of Service up to and including the date of termination. Any replacement architect(s) will be responsible for all work occurring after termination, including reliance upon any Instruments of Service prepared by the Architect before termination. Unless the Architect is retained by the Owner, the Architect will not be responsible to the Owner for any damages arising out of another architect's, contractor's, or material or equipment supplier's reliance upon any Instruments of Service prepared by the Architect that occurs after final completion of the Project..

§ 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.

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§ 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 overall Project or, if longer, one year after the discovery of a defect caused by the Architect's gross negligence. 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 parties agree that the Owner is not waiving any rights its insurer(s) may have to subrogation. To the extent any term in this Agreement or any other Contract Document 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, expenses (including reasonable attorneys' fees and legal expenses), 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 this Agreement. 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.

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to non-binding 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 binding dispute resolution.litigation.

§ 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 litigation 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.

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Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

§ 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

§ 8.3.4.1 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.~~

...

§ 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.~~suspension. 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,~~voluntarily suspends the 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 ~~consecutive~~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.

...

§ 9.6 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.

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~~§ 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.

...

§ 10.4 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.

...

§ 10.7 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.

...

§ 10.8.1 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.

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§10.10 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. The Architect shall notify the Owner in writing at least ninety (90) days before disposing of any referenced records for any reason at any time, to afford the Owner sufficient notice to take possession of such records if required or desired.

§ 10.11 Integration, Waiver and Severability

§ 10.11.1 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.

§ 10.11.2 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.

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

...

Two Million Eight Hundred Seventy Two Thousand Four Hundred Eighty Five Dollars
(\$2,872,485.00)

...

As mutually agreed by the parties in writing prior to the performance of service in accordance with the hourly rates set forth in Section 11.7.

...

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 markup.~~

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Schematic Design Phase	<u>fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>thirty</u>	percent (<u>30</u>	%)
Construction Documents Phase	<u>thirty</u>	percent (<u>30</u>	%)
Bidding (Procurement) Phase	<u>five</u>	percent (<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (<u>20</u>	%)

...

~~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.~~

...

~~§ 11.6.1 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.~~

...

See Exhibit A – Hourly Billing Rates.

...

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

...

- ~~.4 Printing, reproductions, plots, and standard form documents;~~
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

...

- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.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 reimbursable expenses; in light of the Owner's tax-exempt status, the parties shall discuss major reimbursable items prior to purchase;~~

~~§ 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 shall not exceed Thirty Thousand Dollars (\$30,000.00) without the express written approved of the Owner.~~

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~~N/A~~

...

~~§ 11.10.1.1 An initial payment of zero (\$ 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.~~

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

~~(Insert rate of monthly or annual interest agreed upon.)~~

~~—%~~

~~§ 11.10.2. Payments for undisputed services shall be made monthly in proportion to services performed. Undisputed payments are due and payable within thirty (30) days of the Owner's receipt of the Architect's invoice. Amounts unpaid ninety (90) days after the Owner's receipt of the invoice date bear interest at the rate entered below.~~

~~(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 agrees. 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 for which the Architect is responsible.

...

§ 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 The Architect shall not be entitled to additional compensation in the event it is necessary to extend the Project schedule 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.

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

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

§ 12.5 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.

§ 12.6 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.

§ 12.7 The Architect and Construction Manager 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.

§ 12.8 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 submit a copy of the certification to the Owner, which shall submit the certification to the regional EPA office and include it in its management plan.

The Architect also agrees that it will coordinate with the Owner's personnel or the consultant, above referenced, in order to appropriately integrate the replacement of non-hazardous materials, as required under the general contracts, with the asbestos removal and treatment process for the entire construction Project(s). The Owner agrees that it shall place sole reliance upon its personnel and/or the qualified asbestos consultant, and its contractors or subcontractors, as to the means of accomplishing the asbestos removal or treatment process.

Except as expressly provided herein, the Architect shall have no responsibility whatsoever with regard to the identification, analysis, or removal of hazardous materials. The Architect shall require that, upon issuance of the final certificate for payment, each contractor certify to the Owner that to the best of the contractor's knowledge, no ACBM was used in the construction work.

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.

§ 12.9 (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, except for increased construction costs due to delay in bidding or construction resulting from the error or omission or its redesign.

(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 may, at the Owner's option, be paid from available construction contingency.

§ 12.10 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.

§ 12.11 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

§ 12.12 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.
- 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.

§ 12.13 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 notify the Owner thirty (30) days in advance if this coverage becomes unavailable or if the coverage amount is substantially changed. 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.

§ 12.14 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.

§ 12.15 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.

§ 12.16 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.

§ 12.17 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.

§ 12.18 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.

§ 12.19 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.

§ 12.20 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.

§ 12.20 The Owner reserves the right to approve the identity of the Architect's project representative(s) and to require their replacement upon two (2) weeks' notice. The Architect shall make available the services of Steve Jurczuk and Jon Slack, and other such individuals as may be required to provide the services defined as Basic Services or needed in the course of the Project to complete the Project as described in the Agreement. In the event that any individual identified above is discharged, dies, is disabled or is promoted to take on a substantially different responsibility, or at such time as the Owner requests a personnel change, the Architect shall promptly submit to the Owner a qualification and experience resume of the person(s) proposed as replacement(s) and shall furnish replacement(s) upon agreement of the Owner.

§ 12.21 As part of the Architect's assistance with creating form Owner/Contractor Agreements and General Conditions, the Architect will assist with compliance with the Owner's obligations under the Michigan Prevailing Wage Act, MCL 401.1101, et seq. (as applicable).

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.1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor EditionEdition, as modified.

.2 Building Information Modeling Exhibit, if completed:

.4 Other documents:

.3 Exhibits:

— (Check the appropriate box for any exhibits incorporated into this (List other documents, if any, forming part of the 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.) AIA Document A201 – 2017 General Conditions of the Contract for Construction, as modified. Exhibit A – Hourly Billing Rates

~~[]~~ 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.)~~

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

~~In the event of any inconsistency or ambiguity between, within, or among any of the documents that constitute the Agreement, the terms most beneficial to the Owner, as determined in the Owner's sole discretion, shall govern.~~

...

UNION CITY COMMUNITY SCHOOLS

C2AE

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

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

OWNER (Signature)

ARCHITECT (Signature)

Patrick McKerr Superintendent

Stevan Jurczuk AIA

(Printed name and title)

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

Modified: 9/2/2025 3:06 PM

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 its associated Additions and Deletions Report and this certification at 15:06:54 on 09/02/2025 under Order No. 20250092596 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit A

Hourly Billing Rates

Description	Levels 1-2	Levels 3-4	Levels 5-6
Project Management	\$116	\$162	\$221
Business Development	\$116	\$162	\$221
Engineering	\$111	\$155	\$210
Information Technology/GIS	\$99	\$139	\$189
Marketing & Communications	\$94	\$132	\$179
Field Observation	\$87	\$120	\$164
Landscape Architecture	\$91	\$126	\$173
Architecture	\$102	\$143	\$196
Interior Design	\$80	\$113	\$154
Project Administration	\$72	\$100	\$137

(1) The foregoing rates include employee fringe benefits, computer time, overhead, other indirect costs and profit. Legal proceedings, including but not limited to case preparation, depositions, interrogatories, court appearances, will be billed at the above hourly rates plus 10 percent.

(2) Rates are effective through December 31, 2025.

(3) Expenses will be invoiced at cost plus 10 percent administrative fee.

(4) All invoices are due upon receipt.

(5) This information is confidential and is not to be duplicated, used or disclosed in whole or in part, for any purpose other than for which it has been submitted without written authorization by one of the firm's principals.

Stryker Budgetary Pricing

Capital Purchase Ownership:

- Includes: Software, Hardware, 1-year Software M&S, and Deployment
- Price Estimate: \$111,307
- Cost/user: \$795.05**

Term Ownership:

- Monthly, quarterly, annual payment options
- 6-month payment deferral option

Minibadge
• Q 40



Sync Badge
• Q 90



Hardware & Software

- 130 voice licenses
- 40 Minibadges
- 90 Sync Badges
- Batteries (chargers not included)

Also Included:

- 1 Year Warranty
- Training & Deployment
- Modules for Continued Education
- Technical Discovery
- Wireless Assessment

Recurring:

- Annual Maintenance & Support: 9k



Union City Community Schools

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement











5409 Academic Credits and Graduation

A. Graduation Requirements

A student must successfully complete all graduation requirements to earn a high school diploma. The Superintendent will ensure that the District's required credits and graduation criteria are consistent with state law and annually published in applicable student handbooks.

To qualify for a diploma, a student must earn at least twenty-three (23) credits including the requirements listed below.

Union City High School Diploma Graduation Requirements

Subject Area	Credits Required	Notes
 English Language Arts (MMC)	4	Aligned to Michigan ELA standards
 Mathematics (MMC)	4	Algebra I, Geometry, Algebra II, plus 1 math course in the senior year
 Science (MMC)	3	Biology, Chemistry or Physics, and one additional science
 Social Studies (MMC)	3	U.S. History & Geography, World History & Geography, Civics (0.5), Economics (0.5)
 Physical Education & Health (MMC)	1	May include approved extracurricular activities
 Visual, Performing, or Applied Arts (MMC)	1	Includes fine arts, design, CTE, etc.
 World Language (MMC)	2	Same language; 1 credit may be swapped for additional arts/CTE
 Online Learning Experience (MMC)	Participation	Required but not a separate credit
 Additional Electives (Union City Requirement)	5	Chosen by student to suit interests, career/college goals
 Total Credits Required	23	18 from MMC + 5 local elective credits

B. Personal Curriculum

In some cases, it may be appropriate to modify the Michigan Merit Curriculum for a student. Modifications may only be made in accordance with state law. The Parent of a student who has completed grade 9 or a student who has reached age 18 may request a personal curriculum. A Parent of a student with a disability under the Individuals with Disabilities Education Act may request a personal curriculum before the student has completed grade 9.

A teacher or school counselor may request that the District consider providing a student with a personal curriculum. If requested by a teacher, the teacher must currently teach or have expertise in a subject area proposed to be modified by the

personal curriculum or the building principal must determine that the teacher has qualifications relevant to developing a personal curriculum.

In all cases, a student's personal curriculum must be developed in accordance with state law.

The District will annually notify Parents of their ability to request a personal curriculum.

C. Earning Credit

The District will grant credit to a student who successfully completes a course. Successful completion means that the student has met content expectations of the state- or District-approved subject area content standards for the course by obtaining a D- or higher grade in the course based, in part, on at least 1 state- or District-approved assessment.

Alternatively, the District will grant equivalent credit for a required Michigan Merit Curriculum course if the student earns a qualifying score, as determined by MDE or by the District, on a state- or District-approved assessment (i.e., "testing out").

The District will grant equivalent credit for a course if the student demonstrates a reasonable level of mastery by achieving a C+ or better on the final examination for the course or, if there is no final examination, by demonstrating subject area content knowledge by obtaining a C+ or better on an alternative assessment, such as a portfolio, performance, paper, project, presentation, or other established means. A student who earns credit in a course by "testing out" will not earn a grade in the course, and the credit will not be considered for determining grade point average or any honors earned based on grade point average.

The District will grant a student credit toward a diploma or alternative certificate if the student successfully completes, before entering high school, a state-mandated curriculum requirement by demonstrating proficiency on the content expectations for that curriculum requirement, either through successfully completing the course or by testing out.

Once a student earns credit in a course, either by successfully completing the course or by testing out, the student may not earn additional credit for the course or for a lower level course in the same subject.

The Board will recognize credits earned at other public schools and at accredited nonpublic schools. For students transferring from a home school program, the Superintendent or designee will assess whether the home school credit reflects proficiency in state and District content expectations for each course for which the student seeks to transfer credit. If the Superintendent or designee determines that the student is proficient in the subject area content, the District will award transfer credit.

Legal authority: MCL 380.1278a, 380.1278b, 380.1279b

Date adopted:

Date revised: