



**Collierville Schools Board Business Meeting
December 10, 2024 6:00 PM
Collierville Schools Board Meeting Room
215 W Poplar Avenue
Collierville, TN 38017**

- | | |
|--|---------------------------------------|
| I. Call to Order | Wright Cox, Chairman |
| II. Roll Call | Wright Cox, Chairman |
| III. Moment of Silence | Wright Cox, Chairman |
| IV. Pledge of Allegiance | Wright Cox, Chairman |
| V. Special Recognitions | Wright Cox, Chairman |
| A. Acceptance of \$1,000 cash donation from Telugu Association of Memphis | Thomas Dougherty, Chief of Operations |
| B. West Collierville Middle Girls Cross Country Team
Team - 2X TN Middle School State Champions
Maya Lang - TMSAA Class AA Individual State Champion | Coaches Tammy and David Townsend |
| C. Collierville Middle Tennis Teams
TMSAA Girls Finalist
Non-TMSAA Girls Bronze Finalist
Non-TMSAA Boys Bronze Finalist
Co-Ed Finalist | Coach Tony Cherone |
| D. Collierville High School Water Polo
Varsity Team - TIWPA State Champions
Will O'Conner - State MVP | Coach Rob Alford |
| E. Collierville High School Girls Cross Country
Team - TSSAA State Runners-Up | Coach Lori Streitmatter |
| F. Resolution 2025-02 Recognition of Dr. Charles Green, Interim School Board Member | Wright Cox, Chairman |
| G. Resolution 2025-03 Recognition of Mr. Stan Joiner, Mayor Town of Collierville | Wright Cox, Chairman |
| VI. Public Comments | Wright Cox, Chairman |
| VII. Approval of the December 10, 2024 Agenda | Wright Cox, Chairman |
| VIII. Business Affairs | Wright Cox, Chairman |
| A. Approval of the October 22, 2024 Board Meeting Minutes | Wright Cox, Chairman |
| B. Approval of the October 2024 Financial Report | Wright Cox, Chairman |
| IX. Reports | |
| A. Chairman's Report | Wright Cox, Chairman |
| B. Director's Report | Dr. Russell Dyer, Director of Schools |
| X. Business Items for Approval | Dr. Russell Dyer, Director of |



- | | |
|---|--|
| A. Approval of Construction Manager agreement with Chris Woods Construction for West Collierville Interior Renovations Phase II | Schools
Dr. Russell Dyer, Director of Schools |
| B. Approval of Electrical Equipment purchase through Chris Woods Construction for West Collierville Middle School | Dr. Russell Dyer, Director of Schools |
| C. Approval of Bailey Station Playground Equipment and Installation with recommended award to PlayPower via Sourcewell | Dr. Russell Dyer, Director of Schools |
| D. Approval of Lease Agreement for Pitney Bowes SendProC Version 4 postage machine to be located at Collierville High School in the amount of \$2,371 | Dr. Russell Dyer, Director of Schools |
| E. Approval of Policy #4.202 Special Education | Dr. Russell Dyer, Director of Schools |
| F. Approval to purchase 42 Promethean Boards at Tara Oaks Elementary School and 8 Promethean Boards at West Collierville Middle School | Dr. Russell Dyer, Director of Schools |
| XI. Consent Items for Approval | |
| A. Policy #1.100 School District - School Board Legal Status and Authority | |
| Policy #1.101 Role of the Board of Education | |
| Policy #1.102 Board Members (NEW) | |
| Policy #1.103 Board Evaluation | |
| Policy #1.104 Memberships | |
| Policy #1.105 School Board Legislative Involvement | |
| Policy #1.106 Code of Ethics | |
| Policy #1.1061 Boardsmanship Code of Conduct | |
| Policy #1.107 Board Member Conflict of Interest | |
| Policy #1.200 Method and Election of Officers | |
| Policy #1.201 Duties of Officers | |
| Policy #1.202 Duties of Board Members | |
| Policy #1.203 New Member Orientation | |
| Policy #1.204 Board Member Development Opportunities | |
| Policy #1.205 Board-Director Relations | |
| Policy #1.300 Board Committees | |
| Policy #1.301 Executive Committee | |
| Policy #1.302 School Board Attorney | |
| Policy #1.303 Consultants | |
| Policy #1.400 School Board Meetings | |
| Policy #1.401 Public Hearings | |
| Policy #1.402 Notification of Meetings | |
| Policy #1.403 Agendas | |
| Policy #1.404 Appeals To and Appearances Before the Board | |
| Policy #1.405 Rules of Order | |



COLLIERVILLE SCHOOLS

SCHOLARSHIP · INTEGRITY · SERVICE

- Policy #1.406 Minutes
- Policy #1.407 School District Records
- Policy #1.500 Board-Community Relations
- Policy #1.501 Visitors to the Schools
- Policy #1.502 Board-Media Relations
- Policy #1.503 News Releases, News Conferences, and Interviews
- Policy #1.600 Policy Development and Adoption
- Policy #1.601 Administrative Procedures
- Policy #1.602 Administrative Committees
- Policy #1.700 School District Goals
- Policy #1.701 School District Planning
- Policy #1.703 School Attendance Areas
- Policy #1.800 School Calendar
- Policy #1.801 School Day
- Policy #1.8011 Emergency Closings
- Policy #1.802 Section 504 and ADA Grievance Procedures
- Policy #1.803 Tobacco-Free Schools
- Policy #1.804 Alcohol & Drug-Free Workplace
- Policy #1.805 Use of Electronic Mail (Email)
- Policy #1.806 Advertising and Distribution of Materials in Schools
- Policy #1.807 Use of School/System Names
- Policy #1.808 Registered Sex Offenders
- Policy #1.900 Charter School Authorizing Principles
- Policy #1.901 Charter School Applications
- Policy #1.902 Charter School Agreements
- Policy #1.903 Charter School Oversight
- Policy #1.904 Charter School Intervention
- Policy #1.905 Charter School Renewal
- Policy #1.906 Charter School Revocation

XII. Adjournment



**Minutes of the Collierville Schools Board Business Meeting
October 22, 2024 6:00 PM
Collierville Schools Board Meeting Room
215 W Poplar Avenue
Collierville, TN 38017**

Attendance Taken at 6:00 PM.

Paul Childers: Present
Wanda Chism: Present
Wright Cox: Present
Wanda Gibbs: Present
Dr. Charles Green: Present

I. Call to Order

The Collierville Schools Board of Education Business Meeting was called to order by Board Chairman, Wright Cox at 6:00pm.

II. Roll Call

The roll call was taken by Board Chairman, Wright Cox. All board members were present, representing a quorum.

III. Moment of Silence

Board Chairman, Wright Cox, led the meeting in prayer.

IV. Pledge of Allegiance

The Pledge of Allegiance was led by Board Member Paul Childers.

V. Special Recognitions

A. 2024-2025 National Merit Semi Finalists (14)

The 2024-25 National Merit Semi-Finalist were recognized by Collierville High School Principal, Mr. Roger Jones.

B. 2024-2025 National Merit Commended Scholars (18)

The 2024-25 National Merit Commended Scholars were introduced by Collierville High School Principal, Mr. Roger Jones.

VI. Public Comments

Ms. Shannon Colwick, President of Collierville Education Association, spoke regarding the role of CEA.

VII. Approval of October 22, 2024 Agenda

Motion Passed: Wanda Gibbs made the motion to approve the October 22, 2024 Board Meeting Agenda. The motion was seconded by Dr. Charles Green.

Dr. Charles Green: Yea
Paul Childers: Yea
Wanda Chism: Yea
Wanda Gibbs: Yea
Wright Cox: Yea

VIII. Business Affairs

A. Approval of August 20, 2024 Board Meeting Minutes

Motion Passed: Wanda Chism made the motion to approve the minutes of the August 20, 2024 Board Business Meeting. The motion was seconded by Paul Childers.

Dr. Charles Green: Yea
Paul Childers: Yea
Wanda Chism: Yea
Wanda Gibbs: Yea
Wright Cox: Yea

B. Approval of Monthly Financials

1. Approval of August 2024 and September 2024 Financial Statements

Motion Passed: Paul Childers made the motion to approve the September 2024 and

October 2024 Financial Statements. The motion was seconded by Wanda Gibbs.

Dr. Charles Green: Yea

Paul Childers: Yea

Wanda Chism: Yea

Wanda Gibbs: Yea

Wright Cox: Yea

IX. Reports

A. Chairman's Report

Board Chairman Cox stated that he always enjoys seeing students excel in the classroom, in sports, in arts, etc. He wanted to thank the teachers and parents who make this happen.

B. Director's Report

Dr. Dyer extended a Congratulations to our volleyball and soccer teams for making it to State. He met with the Teachers of the Year to hear from them about how the new year was going, and he represented Collierville Schools at the University of Memphis Salute to Education game on Saturday, October 19. He reminded those in attendance of the Race for the 'Ville glow run on November 2 at 6:30 pm.

X. Business Items for Approval

A. Approval of Budget Resolution 2025-01 General Fund Budget Amendment

Motion Passed: Wanda Chism made the motion to approve Resolution 2025-01, General Fund Budget Amendment #1. The motion was seconded by Paul Childers.

Dr. Charles Green: Yea

Paul Childers: Yea

Wanda Chism: Yea

Wanda Gibbs: Yea

Wright Cox: Yea

B. Approval of FY25 Collierville Schools TISA Accountability Overview

Motion Passed: Paul Childers made the motion to approve FY25 Collierville Schools TISA Accountability Overview. The motion was seconded by Dr. Charles Green.

Dr. Charles Green: Yea
Paul Childers: Yea
Wanda Chism: Yea
Wanda Gibbs: Yea
Wright Cox: Yea

C. Approval of 2025 Science Textbook Committee

Motion Passed: Charles Green made the motion to approve the 2025 Science textbook committee. The motion was seconded by Wanda Gibbs.

Dr. Charles Green: Yea
Paul Childers: Yea
Wanda Chism: Yea
Wanda Gibbs: Yea
Wright Cox: Yea

D. Approval of Collierville High School 2024-2025 Updated Fee List

Motion Passed: Wanda Gibbs made the motion to approve Collierville High School 2024-2025 updated fee list. The motion was seconded by Dr. Charles Green.

Dr. Charles Green: Yea
Paul Childers: Yea
Wanda Chism: Yea
Wanda Gibbs: Yea
Wright Cox: Yea

E. Approval of Collierville Schools Visitor Code of Conduct

Motion Passed: Wanda Chism made the motion to approve Collierville Schools Visitor Code of Conduct. The motion was seconded by Wanda Gibbs.

Dr. Charles Green: Yea

Paul Childers: Yea
Wanda Chism: Yea
Wanda Gibbs: Yea
Wright Cox: Yea

XI. Consent Items for Approval

Motion Passed: Paul Childers made the motion to approve the consent agenda with the addition of the following phrase to Policy #5.105: "the most qualified applicant.". The motion was seconded by Wanda Chism.

Dr. Charles Green: Yea
Paul Childers: Yea
Wanda Chism: Yea
Wanda Gibbs: Yea
Wright Cox: Yea

A. Policy #5.100 Personnel Goals

Policy #5.101 Lines of Authority

Policy #5.102 Classifications and Qualifications

Policy #5.103 Job Descriptions

Policy #5.104 Equal Opportunity Employment

Policy #5.105 Recruitment of Employees

Policy #5.106 Application and Employment

Policy #5.107 Orientation and Probation

Policy #5.108 Supervision

Policy #5.109 Evaluation

Policy #5.110 Compensation Guides and Contracts

Policy #5.112 Extended Contracts

Policy #5.113 In-Service and Professional Learning Opportunities

Policy #5.114 Personnel Records

Policy #5.115 Assignment/Transfer

Policy #5.116 Staff Positions

Policy #5.117 Procedure for Granting Tenure

Policy #5.118 Background Investigations

Policy #5.119 Employment of Retirees

Policy #5.200 Separation Practices for Tenured Teachers

Policy #5.201 Separation Practices for Non-Tenured Teachers

Policy #5.202 Separation Practices for Non-Certified Employees

Policy #5.203 Recommendations and File Transfers

Policy #5.300 Short Term Leaves of Absence (RESCIND)

Policy #5.301 Emergency and Legal Leave

Policy #5.302 Sick Leave

Policy #5.303 Personal and Professional Leave

Policy #5.304 Long Term Leaves of Absence for Professional Personnel

Policy #5.305 Family and Medical Leave

Policy #5.306 Military Leave

Policy #5.307 Physical Assault Leave

Policy #5.308 Sabbatical Leave

Policy #5.309 Legislative Leave

Policy #5.310 Vacation and Holidays

Policy #5.400 Personnel Health Examinations/Communicable Diseases

Policy #5.401 Acquired Immunity Deficiency Syndrome (AIDS)

Policy #5.402 Blood Borne Pathogens

Policy #5.403 Drug and Alcohol Testing for Employees

Policy #5.500 Discrimination/Harassment of Employees (Age, Gender, Race, Religion, Disability)

Policy #5.501 Complaints and Grievances

Policy #5.600 Staff Rights and Responsibilities

Policy #5.601 Conflict of Interest

Policy #5.602 Staff Time Schedules

Policy #5.603 Staff Meetings

Policy #5.604 Overtime Pay of Support Personnel

Policy #5.605 Staff Gifts and Solicitations

Policy #5.606 Political Activities

Policy #5.607 Non-School Employees

Policy #5.608 Tutoring for Pay

Policy #5.609 Consultants

- Policy #5.610 Staff Student Relations**
- Policy #5.611 Ethics**
- Policy #5.612 Employee Whistleblower Protection**
- Policy #5.613 Staff Responsible Use**
- Policy #5.700 Interim Employees**
- Policy #5.701 Substitute Teachers**
- Policy #5.702 Student Teachers**
- Policy #5.703 Substitute Workers (RESCIND)**
- Policy #5.704 Interns**
- Policy #5.800 Director of Schools**
- Policy #5.801 Director of Schools Recruitment and Selection**
- Policy #5.802 Qualifications and Duties of the Director of Schools**
- Policy #5.803 Evaluation of the Director of Schools**
- Policy #5.1141 Teacher Effect Data**
- Policy #5.1151 Telework During Emergencies**
- Policy #5.3051 Temporary COVID-19 Leave (RESCIND)**

XII. Adjournment

The meeting adjourned at 6:30 pm.

Chairman

Superintendent

DRAFT 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 «22nd» day of «November» in the year «2024»
(In words, indicate day, month, and year.)

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

«Collierville School District
215 W. Poplar Avenue
Collierville, TN 38017 »

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

«Chris Woods Construction Co., Inc.
8068 US Highway 70
Memphis, TN 38133 »

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

«Collierville School District
West Collierville Middle School Renovation Project
1101 N. Byhalia Road
Collierville, TN 38017 »

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

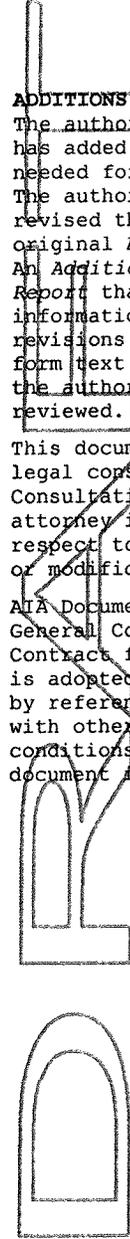
«FourFront Design, P.C.
5101 Wheelis Drive, Suite 215
Memphis, TN 38117 »

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.

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.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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.)

«Kitchen and Interior Renovations to the existing West Collierville Middle School . »

§ 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.)

« Interior renovations to the existing West Collierville Middle School facility. »

§ 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.)

«Owners budget to be determined and approved by mutual agreement following the development of the design. »

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

- .1 Design phase milestone dates, if any:

«To be determined by mutual agreement. »

- .2 Construction commencement date:

« To be determined by mutual agreement. »

- .3 Substantial Completion date or dates:

« To be determined by mutual agreement. »

- .4 Other milestone dates:

« To be determined by mutual agreement. »

§ 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.)

«To be determined by mutual agreement as the project design is developed, if any. »

§ 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.)

«To be determined as the project design is developed, if any. »

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

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

«To be determined as the project design is developed, if any. »

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

«Thomas Dougherty
Director of Operations
Collierville Schools
215 W. Poplar Avenue
Collierville, TN 38017 »

§ 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.)

«To be determined if applicable. »

§ 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 applicable. »»» »

.2 Civil Engineer:

«To be determined if applicable. »»» »

.3 Other, if any:

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

«None »

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

«Curt Pierce, AIA, NCARB, Vice-President, Principal
FourFront Design, P.C.
5101 Wheelis Drive, Suite 215
Memphis, TN 38117 »

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

«Don Abernathy, Project Manager
Chris Woods Construction Co., Inc.
8068 US Highway 70
Memphis, TN 38133
901-386-3182
dabernathy@chriswoodsconstruction.com »

§ 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.)

«To be determined prior to start of the construction phase. »

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

«Subcontract bidding procedures shall be established prior to construction documents being completed. »

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

«To be determined, if any. »

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

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

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

§ 2.2 Relationship of the Parties

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

§ 2.3 General Conditions

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

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

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

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

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

§ 3.1.3 Consultation

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

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

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

§ 3.1.4 Project Schedule

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

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

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

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

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

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

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

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

§ 3.1.11 Subcontractors and Suppliers

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

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

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

§ 3.1.12 Procurement

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

§ 3.1.13 Compliance with Laws

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

§ 3.1.14 Other Preconstruction Services

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

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

« To be determined as the design phase progressed, if any »

§ 3.2 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 a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

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

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

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 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 exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

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

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

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

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

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

§ 3.3 Construction Phase

§ 3.3.1 General

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

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

§ 3.3.2 Administration

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

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

§ 3.3.2.3 Monthly Report

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

§ 3.3.2.4 Daily Logs

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

§ 3.3.2.5 Cost Control

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

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

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

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

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

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

§ 4.1.4.2 The 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. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

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

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

§ 4.3 Architect

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

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

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

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

«In accordance with those identified in Exhibit C titled "Field Services Schedule". »

§ 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.)

«In accordance with those identified in Exhibit C titled "Field Services Schedule". »

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.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~«Twenty-Four»~~ (~~«24»~~) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

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

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

~~«N/A»~~ % ~~« »~~

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

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

§ 6.1.2 The Construction Manager's Fee:

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

~~«Cost of the work plus 5.5% fee. »~~

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

~~«Cost of the work plus 5.5% fee. »~~

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

~~«10% overhead and 5% profit. »~~

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~« »~~ percent (~~« »~~ %) of 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.)

~~«None »~~

§ 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.)

~~«None »~~

§ 6.2 Guaranteed Maximum Price

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

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The

Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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

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

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

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

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

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

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

§ 7.2 Labor Costs

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

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

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

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

«In accordance with those identified in Exhibit C titled “Field Services Schedule”. »

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

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining

agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

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

§ 7.3 Subcontract Costs

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

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

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

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

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

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

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

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

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

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

§ 7.6 Miscellaneous Costs

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

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior 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 and for which the Construction Manager is liable.

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

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

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

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

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

§ 7.6.7 Costs of document reproductions and delivery charges.

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

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

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

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

§ 7.7 Other Costs and Emergencies

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

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

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

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

§ 7.8 Related Party Transactions

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

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

§ 7.9 Costs Not To Be Reimbursed

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

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

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

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

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

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

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

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the

Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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

ARTICLE 10 ACCOUNTING RECORDS

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

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «5th» day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «20th» day of the «same» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «Twenty» («20») days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

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

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

«5% in accordance with Tennessee Law. »

§ 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.)

«None »

§ 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.)

«None »

§ 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.)

«None »

§ 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.

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

§ 11.2 Final Payment

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

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the 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 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

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

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

9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

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

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

« »

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

§ 11.3 Interest

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

«None » % « »

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

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

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

« »
« »
« »
« »

§ 12.2 Binding Dispute Resolution

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

Arbitration pursuant to Article 15 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

« »

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

ARTICLE 13 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

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

terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

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

§ 13.2.1 Termination

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

§ 13.2.2 Termination by the Owner for Cause

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

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

§ 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.)

«Owner shall pay the Construction Manager for all costs incurred up to the time of termination, plus a reasonable fee.»

§ 13.3 Suspension

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

ARTICLE 14 MISCELLANEOUS PROVISIONS

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

§ 14.2 Successors and Assigns

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

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

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

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

§ 14.3.1.1 Commercial General Liability with policy limits of not less than « » (\$ « ») for each occurrence and « » (\$ « ») in the aggregate for bodily injury and property damage in accordance with Exhibit D, the Construction Manager's Certificate of Insurance.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than « » (\$ « ») 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 in accordance with Exhibit D, the Construction Manager's Certificate of Insurance.

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

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit in accordance with Exhibit D, the Construction Manager's Certificate of Insurance.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») 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.)

None beyond those listed in Exhibit D, the Construction Manager's Certificate of Insurance

Coverage	Limits

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

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

§ 14.3.2 Construction Phase

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

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

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

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

«Not Applicable.»

§ 14.5 Other provisions:

«In accordance with Exhibit B and Exhibit D.»

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.)

«To be determined later by mutual 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:

To be determined later by mutual agreement.

Document	Title	Date	Pages
----------	-------	------	-------

- .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.)

«All additional documents will be incorporated by mutual agreement at a later date. »

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

COLLIERVILLE SCHOOL DISTRICT

CHRIS WOODS CONSTRUCTION CO., INC.

OWNER (Signature)

Dr. Russell Dyer

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Jon C. Woods, President »« »

(Printed name and title)

L
A
R
D

EXHIBIT C

FIELD SERVICES SCHEDULE

LABOR RATES PER HOUR:

JOURNEYMAN:

Laborer	35.00
Superintendent	80.00
General Superintendent	90.00
Project Manager	110.00
Estimator	120.00

OVERTIME RATE:

1-1/2 times the regular rate for hours 8 thru 12; Saturday hours 1 thru 12.

DOUBLE TIME RATE:

2 times the regular rate applicable for hours over 12; Sunday and Holiday hours.

EQUIPMENT RATES:

Pickup Truck	100.00 Per Day
Generator	75.00 Per Day
Phone Expense	175.00 Per Month
Progress Photos	25.00 Per Month

Equipment rates include fuel and service but do not include Operator.

Other equipment rates are based on normal area rental rates.

LABOR, MATERIALS, SUBCONTRACTORS AND EQUIPMENT:

Invoiced cost plus 6% Overhead and Margin.

INSURANCE: Certificate furnished upon request.

THE ABOVE RATES ARE EFFECTIVE MAY 15, 2023 ON ANY NEW PROJECTS STARTED ON OR AFTER THIS DATE.

ACCEPTED BY: _____

DATE: _____

CHRIS WOODS
CONSTRUCTION COMPANY, INC.

December 5, 2024

Thomas Dougherty, Chief of Operations
Collierville Schools
215 W. Poplar Ave.
Collierville, TN 38017

VIA EMAIL ONLY

RE: West Collierville Middle School Renovations project – Phase II

Dear Mr. Dougherty,

In response to the recent site visit and preliminary drawings provided by HNA Engineering dated November 26, 2024, we propose to furnish and deliver to the jobsite each of the following for the lump sum of \$185,008.00:

1. Generator (130KW) and two Automatic Transfer Switches
2. Main Switch Board - 2,000A
3. Panel Boards - (2) HV; (2) LV
4. Transformer – (2) 30KVA

The balance of the work for this project, including the remaining electrical work and electrical components, will be reviewed and addressed during the GMP process once design drawings are released for bidding.

Please do not hesitate to call or email me if you have any questions or need additional information.

Respectfully Submitted,

CHRIS WOODS CONSTRUCTION CO., INC.



Don H. Abernathy, Jr., Project Manager

"Exceeding our clients' expectations through quality construction in a cost-effective and timely manner"

8068 US Highway 70 • Memphis, TN 38133 • 901.386.3182 • fax 901.382.0454 • www.chriswoodsconstruction.com

PROPOSAL

**S&S ELECTRIC COMPANY
P.O. BOX 18416
MEMPHIS, TENNESSEE 38181-0416
PHONE (901) 365-9400
FAX (901) 365-9442**

**TENN LICENSE NO. 00026783
EXPIRATION DATE 9/30/2026
CLASSIFICATION E; CE-B;
UNLIMITED**

DATE: 12/4/2024

TO: CHRIS WOODS CONSTRUCTION

ATTN: DON ABERNATHY

JOB NAME: WEST COLLIERVILLE MIDDLE SCHOOL PHASE II GEAR QUOTE PROPOSAL
JOB LOCATION: 1101 N. BYHALIA RD
COLLIERVILLE, TN

JOB PHONE:
JOB FAX:

WE PROPOSE TO FURNISH ONLY THE GEAR PER THE HNA ENGINEERING ONE-LINE DRAWING DATED 11/21/24.

THIS PROPOSAL INCLUDES:

- 2 000A MSB,
- 130KW GENERATOR
- (2) ATS'
- (2) HV PANEL BOARDS
- (2) 30KVA TRANSFORMERS
- (2) LV PANEL BOARDS

Exclusions unless otherwise noted:

All MLGW Utility Company Charges, All Concrete/Asphalt Work (except for saw cutting at the cash wrap station) and housekeeping pads, Landscape Work, Engineering Fees and Corrections to Existing Code Violations, All Forms of Roof Work including Roof Penetration Repairs/Patching, Roof Pads, Skid Pads, All Painting and wall repairs. This proposal does not include electrical connections, raceways and wiring/cablings to equipment or devices not shown on the electrical drawings or identified in the scope of work.

This proposal does not include voice/data, security/alarms/camera's, TV and audio equipment or cabling.

This proposal does not include HVAC control conduits or cabling.

This price below does not include a bond.

Materials, Conduit and labor to install the equipment listed above

Total Price, \$175,363.00

Payable on the following terms: NET 30 DAYS

This proposal is void if not accepted in writing within 30 days after this date. No work shall commence until the Proposal is returned to the Contractor signed below by the customer. Customer agrees to conditions of contract as listed on next page.

CONDITIONS OF CONTRACT

1. **Wiring Standard** -- All workmanship and materials are to comply with the requirements of the National

Electrical Code and the applicable local ordinances and the electrical plans and specifications specifically applicable to the job.

2. **Scope of Work** -- Unless specifically stated otherwise in this proposal, the scope of work covered by this proposal is limited to that work specifically covered by the electrical drawings and the electrical section of the specifications.

3. **Additional Work or Changes** -- Additional work or changes may be ordered in writing by the customer at anytime, for which the customer agrees to pay in addition to the contract price named herein at a price agreed upon or at our regular rates for time and material work.

4. **Written Change Orders** -- The electrical contractor shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such extra work or changes.

5. **Payments for Additional Work or Change Orders** -- Payments for additional work and changes to the original contract shall be made under the same terms and conditions as are embodied in the original contract.

6. **Contract Payments** -- The electrical contractor shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract.

7. **Unavoidable Interruptions** -- It is hereby mutually agreed that the electrical contractor shall not be held responsible or liable for any loss, damage or delay caused by fire, strikes, civil or military authority or any other cause beyond his control.

8. **Liquidated Damages** -- The electrical contractor shall not be liable for any charges for liquidated damages resulting from delay in completion of the work caused by factors beyond his control.

9. **Transfer of Title** -- If the customer disposes of the real estate by sale or otherwise, the full amount remaining unpaid on this contract becomes due at once and payable within 48 hours after date of such disposal.

10. **Default** -- In case of default, Customer agrees to pay reasonable attorney's fees and/or other collection costs. All legal actions shall be governed by the Laws of the State of Tennessee. All court cases shall be held in the County of Shelby and State of Tennessee.

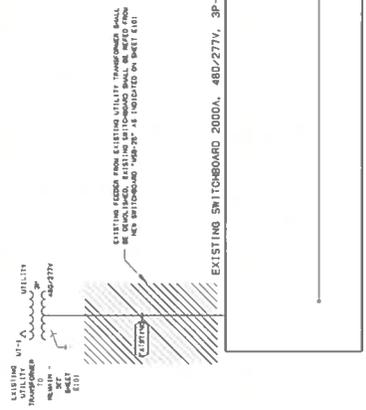
11. **Collections** -- If after completion of work, this account is not paid within (30) days, customer agrees to pay 6% interest on the unpaid balance plus 1% per month on the unpaid balance and if this account is placed in the hands of an attorney for collection, Customer agrees to pay all attorney's fees and collection costs. All **WARRANTIES** will become void if this account is placed in the hands of an attorney for collections.

Authorized Signature:  Date: 12/4/2024

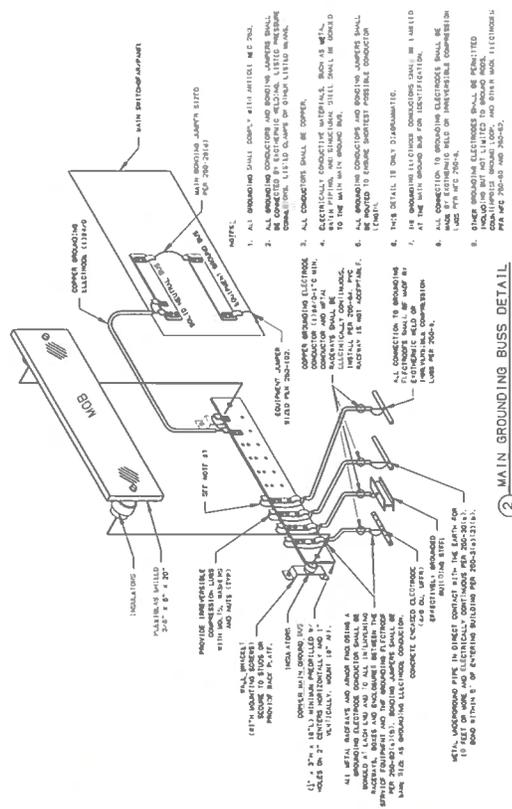
Acceptance of Proposal by _____ Date: _____

KEYED NOTES

- CONTRACTOR SHALL DOUBLE EXISTING SECONDARY FEEDERS FROM MAIN TRANSFORMER TO ALL BUSSES AND EQUIPMENT.
- CONTRACTOR SHALL REMOVE EXISTING SERVICE AND REWIRE THE BUS WITH NEW SERVICE AS INDICATED ON THIS SHEET.



1 One Line Diagram



2 MAIN GROUNDING BUSS DETAIL

Author	Reviewed
Drawn	Checked
Designed	Approved
Project No.	Revision No.
Date	Scale
Sheet No.	Total Sheets
Project Name	Project Location
Client Name	Client Address
Contract No.	Contract Description
Project Manager	Project Engineer
Project Start	Project End
Project Status	Project Phase
Project Budget	Project Cost
Project Risk	Project Impact
Project Compliance	Project Safety
Project Quality	Project Performance
Project Sustainability	Project Innovation
Project Resilience	Project Adaptability
Project Flexibility	Project Scalability
Project Efficiency	Project Effectiveness
Project Reliability	Project Durability
Project Security	Project Privacy
Project Integrity	Project Transparency
Project Accountability	Project Responsibility
Project Commitment	Project Dedication
Project Passion	Project Enthusiasm
Project Energy	Project Motivation
Project Focus	Project Determination
Project Persistence	Project Perseverance
Project Resilience	Project Adaptability
Project Flexibility	Project Scalability
Project Efficiency	Project Effectiveness
Project Reliability	Project Durability
Project Security	Project Privacy
Project Integrity	Project Transparency
Project Accountability	Project Responsibility
Project Commitment	Project Dedication
Project Passion	Project Enthusiasm
Project Energy	Project Motivation
Project Focus	Project Determination
Project Persistence	Project Perseverance

SCHOOL ACTIVITY ACCOUNTING

245128

PURCHASE ORDER FORM

COLLIERVILLE SCHOOLS

Vendor Name	Mid-South Recreation	School Name	BSE BAILEY STATION ELEM
Address	7341 Crowther Cove Memphis, TN 38119	Address	3435 BAILEY STATION RD. COLLIERVILLE, TN 38017

Is the item requested for purchase available through only one vendor and considered a sole source purchase?

YES

Explain why this is a sole source and attach a sole source letter from vendor:

Collierville Schools Sourcwell contract # 1344852 member # 2

Sourcwell Contract # 010521-LTS-4

NO

Provide complete information for 3 vendors on bottom of form for purchases that meet quote criteria of \$500.00 or more.

ACCT#	QTY	DESCRIPTION OF GOODS OR SERVICES	UNIT COST	EXTENSION
	1	Modular Little Tikes structure		101,706.00
				101,769.00 DT
	1	install		31,825.00
	1	concrete		28,875.00
	1	Surface Vitriturf poured in place safety surface		54,265.00
			Subtotal	216,734.00
402.000	-	*112,944.55		
950.001	-	68,197.20		
950.005	-	*10,000.00		
950.000	-	*150.00		
			less special discount	25,442.25
			Bal Due	191,291.75

Requested By:	Deanna Jones	Grade/Department:	Principal	Date:	10/1/24
Approved By:	K. STAMPS Bookkeeper	Date:	10-1-24		
Approved By:	Deanna Jones Principal	Date:	10/1/24		245128

***THIS PURCHASE ORDER FORM IS NOT VALID UNLESS SIGNED AND DATED BY THE SCHOOL PRINCIPAL.

QUOTE INFORMATION	VENDOR 1	VENDOR 2	VENDOR 3
Vendor Name			
Phone Number			
How was the quote info received?			
Unit Price/Total Amount			

Quote Date :

November 4, 2024

Bill To:

Bailey Station Elem School
Attn: Deanna Jones
3435 Bailey Station Rd.
Collierville, TN 38017

PlayPower LT Farmington, Inc.

**P.O. Box 734155
Dallas, TX 75373-4155**

Ship To:

Job Site

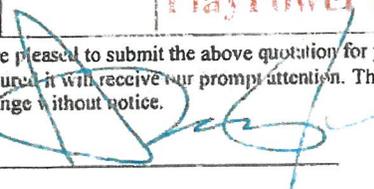
Your #	Our #	Sales Rep	FOB	SHIP VIA	Terms	Ship Time
853-6380	754-0905	Mid-South Recreation	Factory	Common Carrier	To Be Determined	Approximately 8-10 weeks

Bailey Station Elementary School

Sourcewell Contract

1	Modular	Little Tikes Commercial Kid Builder and NRG Modular Structure, designed for ages 5-12, partial surface mount and partial inground mount. <i>Shade Roof Eliminated. Added (6) post caps temporarily until shade is added</i>	\$101,769.00
1	Install	Unloading, assembly and installation of the above playground	\$ 31,825.00
1	Concrete	Form and Pour a 3,400 sq. ft. 4" deep concrete playground pad. Also includes Form and Pour a 100 sq.ft. 5'x20' concrete sidewalk.	\$ 28,875.00
1	Surface	Furnish and Install 2,800 sq. ft. of Vitriturf poured in place safety surface 3.50" thick, all color, includes security for curing time.	\$54,265.00
Subtotal			\$216,734.00
Less Special Discount			\$25,442.25
Price is for equipment delivered, unloaded and installed as described above.			See Below
Price DOES NOT include concrete walks over 20', security of safety surface after curing time, applicable taxes, benches, HIC testing of safety surface, shade roof, heavy site prep, rock removal if encountered, or dirt disposal.			
PlayPower-Little Tikes Commercial Sourcewell contract #010521-LTS-4			
Collierville Schools Sourcewell contract member number is #134485			
Purchase order needs to be made to:			
PlayPower LT Farmington, Inc.			

We are pleased to submit the above quotation for your consideration. Should you place an order be assured it will receive our prompt attention. This quote is valid until Dec. 1, 2024 and is subject to change without notice.

BY: 

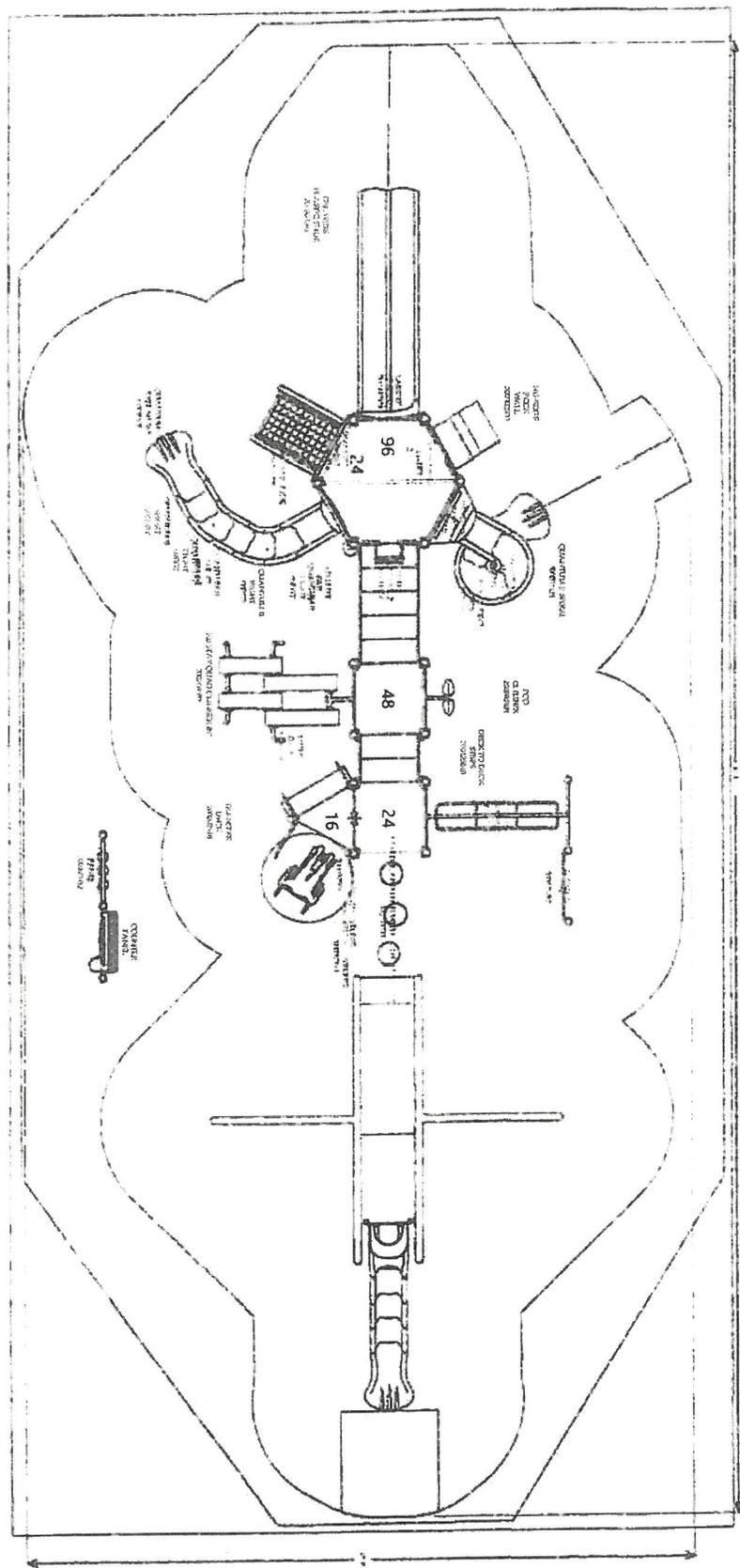
ACCEPTED: 
DATE: 11-4-24

PO 245128

Thank You!

Subtotal	\$ 191,291.75
Freight	No Charge
Tax	Exempt
Bal Due	\$ 191,291.75

This Layout
No Roof



10/10/10

Collierville Schools Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Special Education	Descriptor Code: 4.202	Issued Date: 12/10/24
		Rescinds: 4.202	Issued: 09/28/21 06/10/14

- 1 The Board shall provide access to a free appropriate public education to all Students with Disabilities
2 (SWD) ages 3-21, inclusive, residing within the jurisdiction of the school system. The plan for
3 implementation of appropriate instruction and special education services shall be in accordance with the
4 current *Rules, Regulations, and Minimum Standards* of the State Board of Education,¹ and state² and
5 federal³ law.
- 6 The Board shall develop and periodically update a local plan for providing special education services
7 for Students with Disabilities. Specifically, the Board shall ensure the following:
- 8 1. All Students With Disabilities living within the school system receive a free and appropriate
9 public education and the services to meet their unique needs; and
10 2. The rights of Students with Disabilities and their parents are protected.
- 11 The plan shall seek to accomplish the following objectives:
- 12 1. To carry out a comprehensive screening and assessment plan emphasizing the early identification
13 and evaluation of Students with Disabilities.
14 2. To use the Individual Education Program Team (IEP-Team) for reviewing assessment,
15 formulating programming, and determining placement for every student with a disability,
16 including review of proposed suspensions when appropriate, in accordance with the State Board
17 of Education *Rules, Regulations, and Minimum Standards*;
18 3. To ensure that placements are made to educate Students With Disabilities with non-disabled
19 peers to the extent appropriate and with age-appropriate peers;
20 4. To provide each student with a disability with an individual educational program (IEP)
21 specifically designed to meet his unique needs;
22 5. To provide continuing evaluation of the progress of each student with a disability, including at
23 least annual review of each IEP and re-evaluation at least every three (3) years;
24 6. To ensure that procedural safeguards required by state and federal laws are adhered to; and
25 7. To involve parents of Students with Disabilities in a meaningful dialogue with school personnel
26 which will begin with an initial referral and continue throughout the student's educational career.
27 **When necessary, the Chief of the Department of Exceptional Children shall assign a surrogate**
28 **parent to represent a student's interest in education matters per state law.⁴**
29 8. The Individual Education Program Team (IEP-Team) will determine if Extended School Year
30 (ESY) is required to provide a free and appropriate public education.
- 31 Students receiving special education services shall not be restrained, except as permitted by state law
32 and regulations.

1 ISOLATION AND RESTRAINT

2 DEFINITIONS⁵

3 “Emergency Situations” means that a child’s behavior poses a threat to the physical safety of the student
4 or others nearby.

5 “Isolation” or “Seclusion” means that confinement of a student alone in a room or without a door, or
6 other enclosed area or structure pursuant to T.C.A. §49-10-1305(g) where the student is physically
7 prevented from leaving; and does not include time-out, a behavior management procedure in which the
8 opportunity for positive reinforcement is withheld, contingent upon the demonstration of undesired
9 behavior; provided, that the time out may involve the voluntary separation of an individual student from
10 others.

11 “Physical holding restraint” means the use of body contact by school personnel with a student to restrict
12 freedom of movement or normal access to the student’s body.

13 “Behavior intervention training program” means a training program in positive behavioral supports,
14 crisis intervention and the safe use of restraint and isolation.

15 REQUIREMENTS FOR USING ISOLATION OR RESTRAINTS⁶

16 A student receiving special education services, may be physically restrained or isolated only in
17 emergency situations. Only the principal or principal’s designee may authorize the use of isolation or
18 restraint. Individualized education programs that provide for the use of restraint or isolation in
19 emergency situations shall contain a data driven functional behavior assessment and a plan for
20 modification of the behavior.

21 In the event that restraint or isolation is imposed on a student, it shall be imposed by school personnel
22 who have been certified for completing a behavior intervention training program that includes
23 transportation and immobilization procedures; or other school personnel if certified personnel are not
24 immediately available. Whenever possible, an additional school staff member should serve as an
25 observer to any act of physical restraint performed on a student. School personnel shall maintain a
26 continuous direct line of sight to a student who is in isolation.

27 If a student’s individualized education program does not provide for the use of isolation or restraint for
28 the behavior precipitating such action, or if school personnel are required to use isolation or restraint
29 over an extended period of time as determined by the Department of Education rules, then an individual
30 education program meeting shall be convened within ten (10) days following the use of isolation or
31 restraint.

32 School personnel who must isolate or restrain a student receiving special education services, shall report
33 the incident to the school principal or the principal’s designee who shall record the use of the isolation
34 or restraint and the facts surrounding such use on the form provided by the Tennessee Department of
35 Education.

1 TRAINING

- 2 As stated above, in the event that restraint or isolation is imposed on a student, it shall be imposed by
3 school personnel who have been certified for completing a behavior intervention training program,
4 unless said personnel are not immediately available.
- 5 Staff members who are primarily authorized to perform isolation or restraint must update behavior
6 intervention training annually to maintain their certification.

Legal References

1. TRR/MS 0520-01-09
2. TCA 49-10-101 *et seq.*
3. 20 USCA §§ 1400-1485; 29 USCA § 794; 34 CFR § 300.504
4. TRR/MS 0520-01-09.20
5. TCA 49-10-1303
6. TCA 49-10-1304

Cross References

Compulsory Attendance Ages 6.201
Alternative Education 6.319
Student Communicable Diseases 6.403
Acquired Immune Deficiency Syndrome 6.404
Special Education Students 6.500



Tara and West

Quote #220608 v1

Prepared For:

Collierville Schools

Lisa Higgins
145 WEST POPLAR AVENUE
COLLIERVILLE, TN 38017

P: 9014149854

E: lhiggins@colliervilleschools.org

Prepared by:

Headquarters

Jamie LaRocca
1720 Topside Road
Louisville, TN 37777

P: 865.273.1960

E: jlarocca@pcsknox.com

Date Issued:

11.25.2024

Expires:

12.13.2024

Education AP9

Description	Price	Qty	Ext. Price
AP9E-B75-NA-1 ActivPanel 9 Premium 75" - 4 x Pens, 2 x NFC cards, VESA Mount, WIFI Module Cable pack included. ActivInspire Professional Edition available FOC	\$2,395.00	50	\$119,750.00
APM5YROSS ActivPanel 5 Year OSS Warranty Promethean ActivPanel Medium (size up to & including 79") - Extension, On Site Support, 5 years	\$0.00	50	\$0.00
Power Surge Power surge protector Power surge protector	\$0.00	50	\$0.00
Service - PRO.Install Promethean Install Service Promethean Install	\$250.00	50	\$12,500.00
AP-FSM-TR Promethean Fixed Mobile Stand For ActivPanel Promethean Fixed Mobile Stand For ActivPanel	\$399.00	6	\$2,394.00
RADIX-4YR Radix VISO premium device management 4 year License (1,460 credits)	\$0.00	50	\$0.00
CONTRACTNCPA-PROMETHEAN Contract 01-110 NCPA Promethean, Audio Visual Products Pricing per NCPA Promethean, Audio Visual Products and Services Contract Number: 01-110	\$0.00	1	\$0.00
Service PRO.Labor Remove Existing Panel and Box Up for Inventory	\$50.00	50	\$2,500.00
Subtotal:			\$137,144.00

Quote Summary	Amount
Education AP9	\$137,144.00
Total:	\$137,144.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



Acceptance

Headquarters

Collierville Schools

Jamie LaRocca

Signature / Name

11/25/2024

Date

Lisa Higgins

Signature / Name

Initials

Date