

***Agreement Between Geneseo CUSD #228 and Hodge Construction for
Advisor Services***

AGREEMENT made as of the 8th day of December in the year 2016
(In words, indicate day, month and year.)

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

Geneseo Community School District
Superintendent Scott Kuffel, Board President Douglas W. Ford
648 North Chicago Street
Geneseo, IL 61254

Hodge Construction
Missy Gasiorowski
767-52nd Avenue, Suite 201
Moline, IL 61265

for the following Project:
Southwest School Addition and Remodel

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

Richard L. Johnson Architects
Scott Johnson
4703 Charles Street
Rockford, IL 61108

The Owner and Construction Advisor agree as follows.

Section I-Initial Information

- 1.1 The Owner identifies the following representative:
(List name, address and other information.)

Geneseo Community School District
Scott Kuffel, Superintendent and Tim Gronski, CSBO
648 North Chicago Street
Geneseo, IL 61254
Phone: 309-945-0450

- 1.2 The Construction Advisor identifies the following representative:
(List name, address and other information.)

Hodge Construction
Missy Gasiorowski
767-52nd Avenue, Suite 201
Moline, IL 61265

Section II-Construction Advisor Responsibilities

- 2.1 The Construction Advisor shall provide its services in conjunction with the services of an Architect. The Construction Advisor shall not be responsible for actions taken by the Architect.
- 2.2 The Construction Advisor shall identify a representative authorized to act on behalf of the Construction Advisor with respect to the Project.
- 2.3 Except with the Owner's knowledge and consent, the Construction Advisor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Advisor's judgment with respect to this Project. The Construction Advisor shall maintain the following insurance for the duration of this Agreement. The Owner may modify the requirements set forth below by requesting quotes from the Construction Advisor to provide the additional coverage and issue a Change Order for the additional cost, if any.
- 2.4 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) in the aggregate for bodily injury and property damage.
- 2.5 Automobile Liability covering owned and rented vehicles operated by the Construction Advisor with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limit and One Million Dollars (\$1,000,000.00) aggregate for bodily injury and property damage.
- 2.6 The Construction Advisor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.
- 2.7 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars (\$1,000,000.00).
- 2.8 Professional Liability covering the Construction Advisor's negligent acts, errors, and omissions in its performance of services with policy limits of not less than One Million

Dollars (\$1,000,000.00) per claim and in the aggregate. The Construction Advisor shall maintain this coverage until completion of the Project and for a period of two (2) years thereafter.

2.9 The Construction Advisor shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section.

Section III-Scope of Construction Advisor's Basic Services

3.1 Definition

The Construction Advisor's Basic Services include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

3.2 Preconstruction Phase

The Construction Advisor shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

3.3 The Construction Advisor shall collaborate with the Architect and issue preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

3.4 The Construction Advisor shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) a Project schedule, (2) cost estimates, (3) recommendations for Project delivery method, and (4) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Advisor shall periodically update the Construction Management Plan over the course of the Project.

3.5 The Construction Advisor shall expeditiously review design documents during their development and advise the Owner and Architect on Proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Advisor shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, 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.

3.6 The Construction Advisor shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Advisor 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 Advisor's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

3.7 AS the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Advisor shall consult with the Owner and Architect and make recommendations whenever the Construction Advisor determines that design details adversely affect constructability, cost or schedules.

3.8 The Construction Advisor shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The

Construction Advisor shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

3.9 The Construction Advisor shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

3.10 The Construction Advisor shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Advisor shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

3.11 The Construction Advisor shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

3.12 The Construction Advisor shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Advisor shall make recommendations for actions designed to minimize adverse effects of labor shortages.

3.13 Following the Owner's approval of the Drawings and Specifications, the Construction Advisor shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

3.14 The Construction Advisor shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

3.15 The Construction Advisor shall develop bidders' interest in the Project and establish bidding schedules. The Construction Advisor, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Advisor shall issue the current Project schedule with each set of bidding documents. The Construction Advisor shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

3.16 The Construction Advisor shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owners' award of Contracts or rejection of bids.

3.17 The Construction Advisor shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

3.18 The Construction Advisor shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Advisor shall verify that the Owner has paid applicable fees and assessments. The Construction Advisor shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

Section IV-Construction Phase Administration of the Construction Contract

- 4.1 The Construction Advisor shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.
- 4.2 The Construction Advisor shall provide on-site administration of the Contracts for Construction in cooperation with the Architect.
- 4.3 The Construction Advisor shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Advisor, the Owner and the Architect. The Construction Advisor shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.
- 4.4 The Construction Advisor shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Advisor shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.
- 4.5 Utilizing information from the Multiple Prime Contractors, the Construction Advisor shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.
- 4.6 The Construction Advisor shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architects.
- 4.7 The Construction Advisor shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Advisor shall recommend course of action to the Owner when requirements of a Contract are not being fulfilled.
- 4.8 The Construction Advisor shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Advisor shall meet with the Owner and Contractor to review the Control Estimate. The Construction Advisor shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Advisor shall also report the Contractor's cost control information to the Owner.
- 4.9 The Construction Advisor shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payment.
- 4.10 The Construction Advisor's certification for payment shall constitute a representation to the Owner, based on the Construction Advisor's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Advisor's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Advisor. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

4.12 The Construction Advisor shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors.

4.13 The Construction Advisor shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work.

4.14 The Construction Advisor shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Advisor shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Advisor shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Advisor shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Advisor shall be responsible for the Construction Advisor's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.15 The Construction Advisor shall transmit to the Architect request for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

4.16 The Construction Advisor shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

4.17 The Construction Advisor shall collaborate with the Architect and record the progress of the Project. On at least a bi-weekly basis, or otherwise as agreed to by the Owner, the Construction Advisor shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;

- .6 Status report of nonconforming and rejected Work;
 - .7 Daily logs;
 - .8 Summary of all Multiple Prime Contractors' Application for Payment;
 - .9 Cumulative total of the Cost of the Work to date including the Construction Advisor's compensation and reimbursable expenses at the job site, if any;
 - .10 Cash-flow and forecast reports; and
 - .11 Any other items the Owner may require
- 4.18 Utilizing the documents provided, the Construction Advisor shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals.
- 4.19 The Construction Advisor shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.
- 4.20 With the Architect and Owner's maintenance personnel, the Construction Advisor shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.
- 4.21 When the Construction Advisor considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Advisor shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Advisor shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.
- 4.22 When the Work or designated portion thereof is substantially complete, the Construction Advisor shall prepare, and the Construction Advisor and Architect shall execute, a Certificate of Substantial Completion. The Construction Advisor shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Advisor shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Advisor shall assist the Architect in conducting final inspections.
- 4.23 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Advisor shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.
- 4.24 Upon recognizing the need to perform any Additional Services, the Construction Advisor shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Advisor shall not proceed to provide the services until the Construction Advisor receives the Owner's written authorization.

Section V-Owner's Responsibilities

- 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the

Project, including the Owner's program, other objectives, schedule constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Advisor, the Owner shall furnish the requested information as necessary and relevant for the construction Advisor to evaluate, give notice of, or enforce any lien rights, if any.

5.2 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 Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreased the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Advisor and Architect. The Owner and the Architect, in consultation with the Construction Advisor, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it a risk of additional costs. If the Owner selects accelerated, phased or fast track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Advisor submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Advisor's services.

5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

5.7 The Owner shall provide prompt written notice to the Construction Advisor and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions and inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Advisor's services.

5.8 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Advisor's responsibilities under the Agreement. The Construction Advisor shall notify the Owner if any such independent action will interfere with the Construction Advisor's ability to perform the Construction Advisor's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

Section VI-Cost of the Work

6.1 For purposes in this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Advisor and Construction Advisor's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the

compensation of the Architects, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

6.2 If the Architect is providing detailed cost estimating services as an Additional Service, and the discrepancy exists between the Construction Advisor's cost estimates and the Architect's cost estimates, the Architect and the Construction Advisor shall work cooperatively to conform the cost estimates to one another.

Section VII-Claims and Disputes

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

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

7.3 If the parties do not resolve the dispute through mediation, the method of binding dispute resolution shall be the following:

*Litigation in a court of competent jurisdiction

7.4 The award rendered by an arbitrator shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Section VIII-Termination or Suspension

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

Section IX- Compensation

For the Construction Advisor's Basic Services described under Section 3, the Owner shall compensate the Construction Advisor as follows:

The Construction Advisor's Fee agreed upon by the Owner and Construction Advisor for Geneseo Community School District for ProjectLEAF shall be fixed at 3.8%.

The Construction Advisor's Fee is fixed when bids are received and contracts are awarded.

The Owner also expects an estimated and itemized budget for general requirements within 10 working days after prime contract bids have been received.

9.1 For Additional Services that may arise during the course of the Project, the Owner shall compensate the Construction Advisor as follows:

Cost of the additional service plus the same fee per the Fee Schedule, provided any additional service for which the Owner is to compensate the Construction Advisor must be authorized in writing by the Owner before such additional services is commenced, and an estimate of the cost or a method of determining the cost shall be submitted by the Construction Advisor prior to the authority being granted for said service by the Owner.

9.2 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Advisor and the Construction Advisor's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Websites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Advisor's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Advisor's consultants;
- .9 All taxes levies on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

9.3 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Advisor's invoice. Amounts unpaid forty-five (45) 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 Advisor.

9.4 The Owner shall not withhold amounts from the Construction Advisor's compensation to impose a penalty or liquidated damages on the Construction Advisor, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Advisor agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Section X-Scope of Agreement

10.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Advisor 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 Advisor.

OWNER *(Signature)*

CONSTRUCTION ADVISOR *(Signature)*

Douglas W. Ford, Board President
Geneseo Community School District

(Printed name and title)

Hodge Construction

(Printed name and title)