AGREEMENT made as of the 20th day of March in the year 2019
(In words, indicate day, month and year.)

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

Glencoe School District #35
620 Greenwood Avenue
Glencoe, IL 60022
847.835.7800

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

N.A. Favia Builder, Inc. d/b/a/ Alpine Acoustics
1012 Lunt Avenue
Schaumburg, IL 60193
630.279.1188

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

West School / #520
1010 Forestway Drive
Glencoe, IL 60022

and

South School / #524
266 Linden Avenue
Glencoe, IL 60022

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

Frederick Quinn Corporation
103 S. Church Street
Addison, IL 60101
630.628.8500

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

Green Associates
111 Deerlake Road / Suite 135
Deerfield, IL 60015
847.317.0852

The Owner and Contractor agree as follows.

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User Notes:
TABLE OF ARTICLES

1. THE CONTRACT DOCUMENTS
2. THE WORK OF THIS CONTRACT
3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4. CONTRACT SUM
5. PAYMENTS
6. DISPUTE RESOLUTION
7. TERMINATION OR SUSPENSION
8. MISCELLANEOUS PROVISIONS
9. ENUMERATION OF CONTRACT DOCUMENTS
10. INSURANCE AND BONDS

EXHIBIT A  DETERMINATION OF THE COST OF THE WORK

ARTICLE 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. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2  THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

This contract to include the Work required by BP #2-09a / Acoustical Ceilings & Treatments work as noted in the Contract Documents including Addenda.

ARTICLE 3  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement of the Work shall be fixed by a Notice to Proceed (hereinafter sometimes referred to as the “Commencement Date”). Prior to commencing the Work, the Contractor shall have obtained and provided to the Construction Manager and Owner acceptable evidence of all licenses, permits, bonds and insurance indicated as attributable to the failure of the Contractor to have obtained and provided such evidence to the Construction Manager and Owner shall not result in an extension of the date scheduled for Substantial Completion as provided in Section 3.3 below, or in any milestone date previously agreed to by the Parties in any Project Construction Schedule.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics’ liens and other security interests, the Owner’s time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (see below) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

This contractor to complete the Work in accordance with the attached contract construction schedule dated 1/3/19,

<table>
<thead>
<tr>
<th>Portion of the Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>See above</td>
<td>See above</td>
</tr>
</tbody>
</table>

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

N/A

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:
(Choose the appropriate box.)

[ ] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor’s Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Two Hundred Fifty-Two Thousand Four Hundred Ninety-Nine and No/100 Dollars ($252,499.00), subject to additions and deletions as provided in the Contract Documents.

#520 / West School - $145,399.00
#524 / South School - $107,100.00

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
§ 4.2.3 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Furnish and install Acoustic Ceiling ACP-1 Work</td>
<td>$8.75 / SF</td>
<td></td>
</tr>
<tr>
<td>B. Carpenter Std. Rate</td>
<td>$113.00 / Hr.</td>
<td></td>
</tr>
</tbody>
</table>

§ 4.2.4 Allowances included in the Stipulated Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Misc. Acoustic Ceiling Repairs</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Any allowance expenditures require written authorization by Construction Manager / FQC.

ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 20th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Construction Manager receives the Application for Payment. 

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

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

3. Subtract the aggregate of previous payments made by the Owner; and

4. Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

(Paragraphs Deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;

2. the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and

3. a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:
ARTICLE 6  DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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.)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)


[ ] Litigation in a court of competent jurisdiction.

[ ] Other: (Specify)

ARTICLE 7  TERMINATION OR SUSPENSION
§ 7.1 Where the Contract Sum is a Stipulated Sum
§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009, as modified by the Owner.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document

(Paragraph Deleted)

A232–2009, as

(Paragraphs Deleted)

modified by the Owner.

(Paragraphs Deleted)

ARTICLE 8  MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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.)
§ 8.3 The Owner’s representative:
(Name, address and other information)

Mr. Jason Edelheit
Director of Finance and Operations
Glencoe School District #35
620 Greenwood Avenue
Glencoe, IL 60022
847.835.7800

§ 8.4 The Contractor’s representative:
(Name, address and other information)

Mr. Michael J. Favia
President
N.A. Favia Builder, Inc. d/b/a/ Alpine Acoustics
1012 Lunt Avenue
Schaumburg, IL 60193
630.279.1188
Contact: Jeffrey Harbeck - jeff@alpineacoustics.com

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified by the Owner.

§ 9.1.2 The General Conditions are AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified by the Owner. (Ref. attached as Exhibit #1)

§ 9.1.3 The Supplementary and other Conditions of the Contract:
Reference attached Contract Document Index dated 1/30/19.

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Reference attached Contract Document Index dated 1/30/19.

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Reference attached Contract Document Index dated 1/30/19.

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>
§ 9.1.6 The Addenda, if any:

Reference attached Contract Document Index dated 1/30/19.

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(Paragraphs Deleted)

ARTICLE 10 INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009)

Type of Insurance or Bond  Limit of Liability or Bond Amount
Reference attached Sample Project Insurance Certificates and attached Contract Document Index dated 1/30/19  AIA P.&P. Bond form A312 / 100% of Contract Value (as adjusted by change order).

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

OWNER (Signature)

Jason Edelheit / Director of Finance & Operations

(Printed name and title)

CONTRACTOR (Signature)

Michael J. Favia / President

(Printed name and title)