

FREEDOM OF INFORMATION

February 7, 2014

Mary Iannucci, Paralegal
James T. Rohlifing & Associates, P.C.
211 W. Wacker Drive, Suite 1200
Chicago, IL 60606

Re: FOIA Request Received January 31, 2014 FOIA ID #14-01

Subject: Locker Installation for Oswego High School Additions and Remodeling Project

Dear Ms. Iannucci:

I am responding to your request dated January 30, 2014, under the Freedom of Information Act (5ILCS 140/1 et seq.), and received in our office on January 31, 2014. The request seeks a copy of the payment bond, a complete copy of the contract between Lite Construction, Inc. and the Oswego Community Unit School District 308, an accounting showing what funds remain to be paid on the project and the most recent sworn statement provided by the contractor. Your request for records also includes confirmation as to whether or not this project has been accepted and any documents such as correspondence, notices, agreements, resolutions, or meeting minutes which indicate or confirm said acceptance.

Attached you will find the documents responsive to your request.

In addition, to promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.oswego308.org, and then click on the FOIA Requests and Responses icon, then select District 308 Responses to FOIA Requests, then FOIA ID #14-01.

Please let me know if you have additional questions. Thank you.

A handwritten signature in black ink that reads "Victoria R. D'Aleo".

Victoria R. D'Aleo
Freedom of Information Officer

PERFORMANCE BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No.: 105585235

CONTRACTOR:

(Name, legal status and address)

Lite Construction, Inc.
711 S. Lake Street
Montgomery, IL 60538

OWNER:

(Name, legal status and address)

Oswego Community Unit School District No. 308
4175 Route 71
Oswego, IL 60543

CONSTRUCTION CONTRACT

Date: March 12, 2012

Amount: \$6,530,853.00

Description:

(Name and location)

Contract Number 1 - General Construction at Oswego High School, Oswego, IL. Kluber, Inc. Project No. 11-158-723

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
215 Schuman Blvd.
Naperville, IL 60563

BOND

Date: April 3, 2012

(Not earlier than Construction Contract Date)

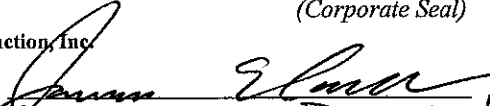
Amount: \$6,530,853.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Lite Construction, Inc.


Signature: 
Name and Title: James E. Campbell - President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: 
Name and Title: Kelly A. Gardner, Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

HUB International Midwest
601 Oakmont Lane, Ste. 400
Westmont, IL 60559

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Kluber, Inc. 10 S. Shumway Ave., Batavia, IL 60510

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

PAYMENT BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No.: 105585235

CONTRACTOR:

(Name, legal status and address)

Lite Construction, Inc.
711 S. Lake Street
Montgomery, IL 60538

OWNER:

(Name, legal status and address)

Oswego Community Unit School District No. 308
4175 Route 71
Oswego, IL 60543

CONSTRUCTION CONTRACT

Date: March 12, 2012
Amount: \$6,530,853.00
Description:
(Name and location)

Contract Number 1 - General Construction at Oswego High School, Oswego, IL. Kluber, Inc. Project No. 11-158-723

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
215 Schuman Blvd.
Naperville, IL 60563

BOND

Date: April 3, 2012
(Not earlier than Construction Contract Date)

Amount: \$6,530,853.00


Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Lite Construction, Inc.

Signature: 

Name and Title: 

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

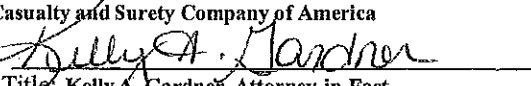
AGENT or BROKER:

HUB International Midwest
601 Oakmont Lane, Ste. 400
Westmont, IL 60559

SURETY

Company: (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: 

Name and Title: Kelly A. Gardner, Attorney-in-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Kluber, Inc. 10 S. Shumway Ave., Batavia, IL 60510

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224592

Certificate No. 004701637

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James I. Moore, Stephen T. Kazmer, Bonnie Kruse, Peggy Faust, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Elaine Marcus, Melissa A. Schmidt, Tariese M. Pisciotto, Heather A. Beck, and Mary Beth Peterson

of the City of Westmont, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of January, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 19th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of April, 20 12.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

 **AIA**® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 12th day of MARCH in the year 2012.

BETWEEN the Owner:

OSWEGO COMMUNITY UNIT SCHOOL DISTRICT NO. 308
4175 Route 71
Oswego, Illinois 60543
630-636-3080

and the Contractor:

LITE CONSTRUCTION, INC.
711 S. Lake Street
Montgomery, Illinois 60538
630-896-7220

for the following Project:

Contract Number 1 – General Construction
Oswego High School
Oswego, Illinois
Kluber, Inc. Project No. 11-158-723

The Architect:

KLUBER, INC.
10 S. Shumway Avenue
Batavia, Illinois 60510-2095
630-406-1213

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 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

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 a Modification, appears in Article 9. This Contract includes the assignment of the Contracts entered into by the Owner on this same date for Contract Numbers 2, 3, 4, 5, 6, 7 and 8, and the coordination of such work. Payments will be made to Contractors for Contract Numbers 2, 3, 4, 5, 6, 7 and 8 through the issuance of two-party checks.

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.

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.

(Paragraphs deleted)

March 26, 2012

§ 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 as follows:

(Paragraphs deleted)

Portion of Work	Substantial Completion Date
Phase 1A Work	December 7, 2012
Phase 1B Work	May 31, 2013
Phase 2A Work	August 17, 2012
Phase 2B Work	December 7, 2012
Phase 3 Work	August 16, 2013

Int.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:43:14 on 03/27/2012 under Order No.4283259268_1 which expires on 10/13/2012, and is not for resale.
User Notes:

(1766541165)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Paragraphs deleted)

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 Six Million, Five Hundred Thirty Thousand, Eight Hundred Fifty-Three Dollars (\$6,530,853), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the base bid and the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Alternate No. 1 – Gymnasium Extension: \$95,057.00 (ADD)

§ 4.3 Unit prices, if any:

As per Document 004322 (Exhibit "A") dated March 1, 2012, as submitted by Lite Construction, Inc.

(Table deleted)

§ 4.4 Allowances included in the Contract Sum, if any:

As per Project Manual - Section 012100 (Exhibit "B").

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued 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.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

§ 5.1.4 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. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 Subject to other 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 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 shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .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

Init.

- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 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 95% of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such 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 AIA Document A201-2007.

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

(Paragraphs deleted)

N/A

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

§ 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 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

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 A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Paragraph deleted)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

(Paragraphs deleted)

Int.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:43:14 on 03/27/2012 under Order No.4283259268_1 which expires on 10/13/2012, and is not for resale.

User Notes:

(1766541165)

§ 8.3 The Owner's representative:

Mr. Mike Barr
Construction Supervisor
Oswego Community Unit School District No. 308
4175 Route 71
Oswego, Illinois 60543
630-688-2829

§ 8.4 The Contractor's representative:

Tim Campbell
Project Manager
Lite Construction, Inc.
711 S. Lake Street
Montgomery, Illinois 60538
630-417-4463

§ 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:

The following Contracts, Contractors and amounts are assigned to this Contract for all purposes, including payment and coordination. Payment will be made by issuance of two-party checks payable to the Contractor and the Contractors listed below:

- Contract No. 2 – Masonry:
Mastership Construction Co., Inc.: \$2,889,500.00
- Contract No. 3 – Mechanical:
C. Acitelli Heating & Piping Contractors, Inc.: \$2,030,000.00
- Contract No. 4 – Fire Protection:
Automatic Fire Systems, Inc.: \$266,760.00
- Contract No. 5 – Plumbing:
R.J. Kuhn Inc.: \$1,028,048.00
- Contract No. 6 – Electrical:
R&R Electrical Contractors Inc.: \$2,084,879.00
- Contract No. 7 – Sitework:
S & K Excavating & Trucking, Inc.: \$1,143,300.00
- Contract No. 8 – Temperature Controls:
Applied Controls, Inc.: \$249,895.00

This Contract will make payments to Contractors for Contract Numbers 2, 3, 4, 5, 6, 7 and 8.

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 A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
007300	Supplementary	February 6, 2012	007300-1-14

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:43:14 on 03/27/2012 under Order No.4283259268_1 which expires on 10/13/2012, and is not for resale.

User Notes:

(1766541165)

Conditions

§ 9.1.4 The Specifications:
(Paragraphs deleted)

Document	Title	Date	Pages
000110	Table of Contents (Exhibit "C")	February 6, 2012	000110-1-8

§ 9.1.5 The Drawings:
(Paragraphs deleted)

Document	Title	Date	Pages
000115	List of Drawing Sheets (Exhibit "D")	February 6, 2012	000115-1-9

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
009101 - Addendum No. 1	February 10, 2012	009101-1
009102 - Addendum No. 2	February 20, 2012	009102-1-11
009103 - Addendum No. 3	February 24, 2012	009103-1-21
009104 - Addendum No. 4	February 27, 2012	009104-1-6
009105 - Addendum No. 5	February 28, 2012	009105-1

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.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
 - Document 001113 – Advertisement for Bids
 - Document 002113 – Instructions to Bidders
 - Document 002213 – Supplementary Instruction to Bidders
 - Bid Forms and Supplements (Exhibit "A") attached as submitted by Lite Construction, Inc. dated March 1, 2012
 - All Assigned Contracts

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(Paragraph deleted)

Type of Insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond	\$6,530,853.00
Labor and Material Payment Bond	\$6,530,853.00
Various Insurance Requirements	See Supplementary Conditions

Init.

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



OWNER

Mike Barr, Construction Supervisor

In signing this Agreement, the Construction Supervisor represents that he is authorized by the Board of Education to do so.

(Row deleted)



CONTRACTOR

Tom Campbell vice President

init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:43:14 on 03/27/2012 under Order No.4283259268_1 which expires on 10/13/2012, and is not for resale.

User Notes:

(1766541165)

Additions and Deletions Report for AIA[®] Document A101[™] – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:43:14 on 03/27/2012.

PAGE 1

AGREEMENT made as of the day of ~~in the year~~
(In words, indicate day, month and year.) day of in the year 2012.

...

(Name, legal status, address and other information)
OSWEGO COMMUNITY UNIT SCHOOL DISTRICT NO. 308
4175 Route 71
Oswego, Illinois 60543
630-636-3080

...

(Name, legal status, address and other information)
LITE CONSTRUCTION, INC.
711 S. Lake Street
Montgomery, Illinois 60538
630-896-7220

...

(Name, location and detailed description)
Contract Number 1 – General Construction
Oswego High School
Oswego, Illinois
Kluber, Inc. Project No. 11-158-723

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

KLUBER, INC.
10 S. Shumway Avenue
Batavia, Illinois 60510-2095
630-406-1213

PAGE 2

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

Additions and Deletions Report for AIA Document A101[™] – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:43:14 on 03/27/2012 under Order No.4283259268_1 which expires on 10/13/2012, and is not for resale.

User Notes:

(1766541165)

(Identify and state the unit price, state quantity limitations, if any, to which the unit price will be applicable.)
As per Document 004322 (Exhibit "A") dated March 1, 2012, as submitted by Lite Construction, Inc.

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

...

(Identify allowance and state exclusions, if any, from the allowance price.)
As per Project Manual - Section 012100 (Exhibit "B").

Item	Price
------	-------

...

§ 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:

month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~(—) sixty (60) days~~ after the Architect receives the Application for Payment.

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

...

- 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 Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (—%)~~, ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- 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 ~~percent (—%)~~; ten percent (10%);

PAGE 4

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the ~~full amount~~ 95% of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and ~~(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)~~

...

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

The following Contracts, Contractors and amounts are assigned to this Contract for all purposes, including payment and coordination. Payment will be made by issuance of two-party checks payable to the Contractor and the Contractors listed below:

Contract No. 2 – Masonry:

Mastership Construction Co., Inc.: \$2,889,500.00

Contract No. 3 – Mechanical:

C. Acitelli Heating & Piping Contractors, Inc.: \$2,030,000.00

Contract No. 4 – Fire Protection:

Automatic Fire Systems, Inc.: \$266,760.00

Contract No. 5 – Plumbing:

R.J. Kuhn Inc.: \$1,028,048.00

Contract No. 6 – Electrical:

R&R Electrical Contractors Inc.: \$2,084,879.00

Contract No. 7 – Sitework:

S & K Excavating & Trucking, Inc.: \$1,143,300.00

Contract No. 8 – Temperature Controls:

Applied Controls, Inc.: \$249,895.00

This Contract will make payments to Contractors for Contract Numbers 2, 3, 4, 5, 6, 7 and 8.

...

<u>007300</u>	<u>Supplementary Conditions</u>	<u>February 6, 2012</u>	<u>007300-1-14</u>
---------------	-------------------------------------	-------------------------	--------------------

PAGE 6

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<u>Section</u>	<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>000110</u>		<u>Table of Contents (Exhibit "C")</u>	<u>February 6, 2012</u>	<u>000110-1-8</u>

...

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<u>Number</u>	<u>Title</u>	<u>Date</u>	
<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>000115</u>	<u>List of Drawing Sheets (Exhibit "D")</u>	<u>February 6, 2012</u>	<u>000115-1-9</u>

...

<u>009101 - Addendum No. 1</u>	<u>February 10, 2012</u>	<u>009101-1</u>
<u>009102 - Addendum No. 2</u>	<u>February 20, 2012</u>	<u>009102-1-11</u>
<u>009103 - Addendum No. 3</u>	<u>February 24, 2012</u>	<u>009103-1-21</u>
<u>009104 - Addendum No. 4</u>	<u>February 27, 2012</u>	<u>009104-1-6</u>
<u>009105 - Addendum No. 5</u>	<u>February 28, 2012</u>	<u>009105-1</u>

...

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:43:14 on 03/27/2012 under Order No.4283259268_1 which expires on 10/13/2012, and is not for resale.

User Notes:

(1766541165)

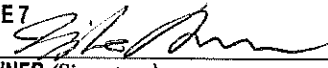
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- Document 001113 - Advertisement for Bids
- Document 002113 - Instructions to Bidders
- Document 002213 - Supplementary Instruction to Bidders
- Bid Forms and Supplements (Exhibit "A") attached as submitted by Lite Construction, Inc. dated March 1, 2012
- All Assigned Contracts

...
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

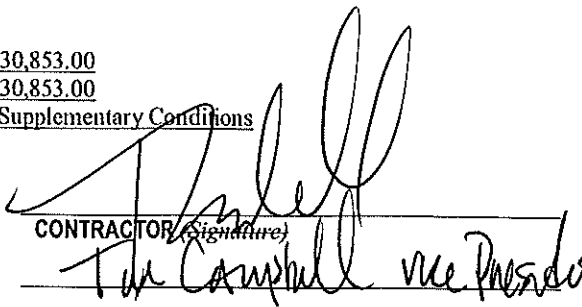
<u>Performance Bond</u>	<u>\$6,530,853.00</u>
<u>Labor and Material Payment Bond</u>	<u>\$6,530,853.00</u>
<u>Various Insurance Requirements</u>	<u>See Supplementary Conditions</u>

PAGE 7



 OWNER (Signature)
Mike Barr, Construction Supervisor
 In signing this Agreement, the Construction
 Supervisor represents that he is authorized by the
 Board of Education to do so.

 (Printed name and title)

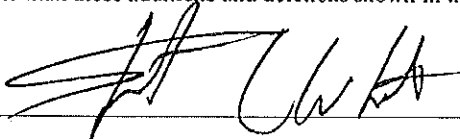


 CONTRACTOR (Signature)
Tim Campbell vice President

 (Printed name and title)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:43:14 on 03/27/2012 under Order No. 4283259268_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Attorney

(Title)

3 / 28 / 2012

(Dated)

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
 COUNTY OF

} SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Jim Campbell BEING DULY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS (POSITION) President OF
 (COMPANY NAME) Lite Construction, Inc. WHO IS THE
 CONTRACTOR FURNISHING Additions & Remodeling WORK ON THE BUILDING
 LOCATED AT 4250 Route 71 Oswego Il 60543, IL
 OWNED BY Oswego CUSD #308

That the total amount of the contract including extras* is \$6,530,853.00 on which he or she has received payment of \$5,793,717.04 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Stevens Industries,inc 6345 Brighton St Downers Grove, IL 60516	Casework	87,000.00	82,650.00	2,175.00	2,175.00
Harry J Kloepffel & Associates 2399 South Foster Wheeling, IL 60090-6510	Science Case Labor	135,000.00	128,250.00	3,375.00	3,375.00
Harry J Kloepffel & Associates 2399 South Foster Wheeling, IL 60090-6510	Science Case Material	135,000.00	128,250.00	3,375.00	3,375.00
Cig Jan Products Ltd 3300 Hanna Lake Industrial Dr Se Caledonia, MI 49316	Marker / Tack	31,000.00	29,450.00	775.00	775.00
	Signage	25,000.00	23,750.00	625.00	625.00
Lyon Workspace Products P.O. Box 671 Aurora, IL 60507	Lockers Labor	150,000.00	142,500.00	3,749.99	3,750.01
Lyon Workspace Products P.O. Box 671 Aurora, IL 60507	Lockers Material	145,000.00	137,750.00	3,625.00	3,625.00
LCI 711 S Lake Street P O Box 135 Montgomery, IL 60538-0135	Overhead	296,438.00	281,616.10	7,410.95	7,410.95
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		6,530,853.00	5,793,717.04	160,915.23	576,220.73

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE September 30th, 2013

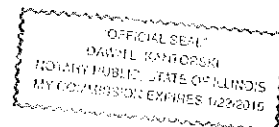
SIGNATURE: [Signature]
 Jim Campbell, President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30th DAY OF SEPTEMBER, 2013

[Signature]
 NOTARY PUBLIC

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE

ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
 723 - OCUSD 308 - OHS Additions &
 Remodeling
 4250 Route 71
 Oswego, Illinois 60538

PROJECT NUMBER: 11-158-723/
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address)
 Oswego Community Unit District 308
 4175 Route 71
 Oswego, Illinois 60543

TO CONTRACTOR:
(Name and address)
 Lite Construction, Inc.
 711 South Lake Street
 Montgomery, Illinois 60538

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Entirety of the Work.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

Kluber, Inc.

ARCHITECT



BY

August 16, 2013

DATE OF ISSUANCE

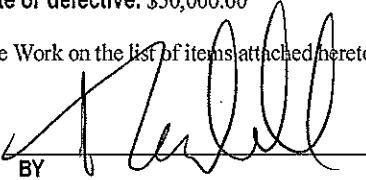
A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$50,000.00

The Contractor will complete or correct the Work on the list of items attached hereto within Sixty (60) days from the above date of Substantial Completion.

Lite Construction, Inc.

CONTRACTOR



BY

10-7-13

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

Oswego Community Unit District
 308

OWNER



BY

10/30/13

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



Agenda Item Details

Meeting Mar 12, 2012 - Oswego Community Unit School District 308 Board of Education Meeting

Category 8. Action Items

Subject 8.3 Acceptance of High School Construction Bids

Type Action

Recommended Action to approve the bids for Oswego High School General Construction to Lite Construction in the amount of \$6,530,853 (six million, five hundred thirty thousand, eight hundred fifty three dollars). The Masonry to Mastership Construction in the amount of \$2,899,500 (two million, eight hundred ninety nine thousand, five hundred dollars). The Mechanical to C. Acitelli Heating and Piping in the amount of \$2,030,000 (two million, thirty thousand dollars). The Fire Protection to Automatic Fire Systems in the amount of \$266,760 (two hundred sixty six thousand, seven hundred sixty dollars). The Plumbing to RJ Kuhn Inc. in the amount of \$1,028,048 (one million, twenty eight thousand, forty eight dollars). The Electric to R & R Electric in the amount of \$2,084,879 (two million, eighty four thousand, eight hundred seventy nine dollars). The Site Work to S&K Excavating in the amount of \$1,143,300 (one million, one hundred forty three thousand, three hundred dollars). The Temperature Controls to Applied Controls in the amount of \$249,895 (two hundred forty nine thousand, eight hundred ninety five). Also, to approve the bids for Oswego East High School General Construction to Nicholas & Associates in the amount of \$8,641,000 (eight million, six hundred forty one thousand dollars). The Masonry to MPZ Masonry in the amount of \$3,908,000 (three million, nine hundred eight thousand dollars). The Mechanical to MG Mechanical in the amount of \$2,631,500 (two million, six hundred thirty one thousand, five hundred dollars). The Fire Protection to Nelson Fire Protection in the amount of \$360,054 (three hundred sixty thousand, fifty four dollars). The Plumbing to Cannonball Mechanical in the amount of \$994,250 (nine hundred ninety four thousand, two hundred fifty dollars). The Electric to Fitzgerald's Electric in the amount \$3,124,400 (three million, one hundred twenty four thousand, four hundred dollars). The Site Work to S&K Excavating in the amount of \$1,515,680 (one million, five hundred fifteen thousand, six hundred eighty dollars) and Temperature Controls to Applied Controls in the amount of \$384,899 (three hundred eighty four thousand, eight hundred ninety nine dollars).

TO: Superintendent Dr. Daniel O'Donnell and Members of the Board of Education

FROM: Mike Barr, Construction Supervisor

RE: Cost Summary and Bid Results for Oswego High School and Oswego East High School Additions and Renovations

DATE: March 12, 2012

CONTACT PERSON(S): Mike Barr

DISPOSITION: Action

BACKGROUND:

Attached are the bid results for the additions and renovations to Oswego High School and Oswego East High School. As you will note the bids were very competitive and well within our budget.

Oswego High School bid results received March 1, 2012:

General Construction	Lite Construction	\$6,530,853
Masonry	Mastership Construction	\$2,899,500
Mechanical	C. Acitelli Heating & Piping	\$2,030,000
Fire Protection	Automatic Fire Systems	\$ 266,760
Plumbing	RJ Kuhn Inc.	\$1,028,048
Electric	R & R Electric	\$2,084,879
Site Work	S & K Excavating	\$1,143,300
Temperature Controls	Applied Controls	\$ 249,895
Total Award		\$16,233,235

Oswego East High School bid results received March 6, 2012:

General Construction	Nicholas and Associates	\$8,641,000
Masonry	MPZ Masonry	\$3,908,000
Mechanical	MG Mechanical	\$2,631,500
Fire Protection	Nelson Fire Protection	\$ 360,054
Plumbing	Cannonball Mechanical	\$ 994,250
Electric	Fitzgerald's Electric	\$3,124,400
Site Work	S & K Excavating	\$1,515,680
Temperature Controls	Applied Controls	\$ 384,899
Total Award		\$21,559,789

After a thorough scope review, all bidders met the specifications and are satisfied with their bids as submitted.

Cost summary is also attached to explain and compare the budgets to the submitted bids.

I recommend acceptance of the low bids (including all alternates) per the attached bid summaries.

[HS Additions Bid Presentation.pdf \(812 KB\)](#) [OHS Addition bid results to the Board.pdf \(118 KB\)](#)

[OEH Bid Results to the board.pdf \(120 KB\)](#) [1019.MP3 \(6.808 KB\)](#)

Motion & Voting

to approve the bids for Oswego High School General Construction to Lite Construction in the amount of \$6,530,853 (six million, five hundred thirty thousand, eight hundred fifty three dollars). The Masonry to Mastership Construction in the amount of \$2,899,500 (two million, eight hundred ninety nine thousand, five hundred dollars). The Mechanical to C. Acitelli Heating and Piping in the amount of \$2,030,000 (two million, thirty thousand dollars). The Fire Protection to Automatic Fire Systems in the amount of \$266,760 (two hundred sixty six thousand, seven hundred sixty dollars). The Plumbing to RJ Kuhn Inc. in the amount of \$1,028,048 (one million, twenty eight thousand, forty eight dollars). The Electric to R & R Electric in the amount of \$2,084,879 (two million, eighty four thousand, eight hundred seventy nine dollars). The Site Work to S&K Excavating in the amount of \$1,143,300 (one million, one hundred forty three thousand, three hundred dollars). The Temperature Controls to Applied Controls in the amount of \$249,895 (two hundred forty nine thousand, eight hundred ninety five). Also, to approve the bids for Oswego East High School General Construction to Nicholas & Associates in the amount of \$8,641,000 (eight million, six hundred forty one thousand dollars). The Masonry to MPZ Masonry in the amount of \$3,908,000 (three million, nine hundred eight thousand dollars). The Mechanical to MG Mechanical in the amount of \$2,631,500 (two million, six hundred thirty one thousand, five hundred dollars). The Fire Protection to Nelson Fire Protection in the amount of \$360,054 (three hundred sixty thousand, fifty four dollars). The Plumbing to Cannonball Mechanical in the amount of \$994,250 (nine hundred ninety four thousand, two hundred fifty dollars). The

Electric to Fitzgerald's Electric in the amount \$3,124,400 (three million, one hundred twenty four thousand, four hundred dollars). The Site Work to S&K Excavating in the amount of \$1,515,680 (one million, five hundred fifteen thousand, six hundred eighty dollars) and Temperature Controls to Applied Controls in the amount of \$384,899 (three hundred eighty four thousand, eight hundred ninety nine dollars).

Motion by Mrs Laurie Pasteris, second by Mr Mike Scaramuzzi.

Final Resolution: Motion Carried

Aye: Mr David Behrens, Mrs Lynn Cullick, Mrs Laurie Pasteris, Mr Mike Scaramuzzi, Mrs Alison Swanson, Mr Bill Walsh

Nay: Mr Brent Lightfoot

OSWEGO HIGH SCHOOL ADDITIONS

Bid Opening March 1, 2012

GENERAL CONSTRUCTION	BASE BID	Alternate 1.1 Gym Extension	Total
Lite Construction Inc	\$ 6,435,796.00	\$ 95,057.00	\$ 6,530,853.00
Nicholas & Associates	\$ 6,588,000.00	\$ 80,000.00	\$ 6,668,000.00
RL Sohoh General Contractor	\$ 6,605,000.00	\$ 78,600.00	\$ 6,683,600.00
LJ Dodd Construction Inc.	\$ 6,814,000.00	\$ 68,800.00	\$ 6,882,800.00
Frederick Quinn Corporation	\$ 7,159,000.00	\$ 78,000.00	\$ 7,237,000.00
LJ Morse	\$ 7,281,000.00	\$ 83,000.00	\$ 7,364,000.00
Henry Bros. Company	\$ 7,294,000.00	\$ 81,000.00	\$ 7,375,000.00
George Sollitt Construction	\$ 7,383,000.00	\$ 86,000.00	\$ 7,469,000.00
EVS Construction Co.	\$ 7,565,000.00	\$ 81,000.00	\$ 7,646,000.00
Zcorp Services	\$ 7,775,000.00	\$ 86,000.00	\$ 7,861,000.00
IHC Construction Companies LLC	\$ 7,895,810.00	\$ 82,879.00	\$ 7,978,689.00
MASONRY	BASE BID	Alternate 1.1 Gym Extension	Total
Mastership Construction	\$ 2,907,000.00	\$ (7,500.00)	\$ 2,899,500.00
Midwest Masonry	\$ 3,168,200.00	\$ (12,000.00)	\$ 3,156,200.00
J&E Duff Inc.	\$ 3,186,000.00	\$ 24,500.00	\$ 3,210,500.00
Iwanski Masonry	\$ 3,187,000.00	\$ -	\$ 3,187,000.00
JAC Masonry Inc	\$ 3,345,000.00	\$ 27,950.00	\$ 3,372,950.00
MPZ Masonry	\$ 3,395,000.00	\$ 30,000.00	\$ 3,425,000.00
Jimmy'Z Masonry Corp	\$ 3,618,000.00	\$ (11,000.00)	\$ 3,607,000.00
MECHANICAL	BASE BID	Alternate 1.1 Gym Extension	Total
C. Acitelli Heating & Piping Contractors	\$ 2,030,000.00	\$ -	\$ 2,030,000.00
Commercial Mechanical Inc.	\$ 2,067,000.00	\$ -	\$ 2,067,000.00
FE Moran	\$ 2,115,000.00	\$ (1,500.00)	\$ 2,113,500.00
Dekalb Mechanical	\$ 2,130,000.00	\$ (1,500.00)	\$ 2,128,500.00
MG Mechanical Contracting	\$ 2,157,958.00	\$ -	\$ 2,157,958.00
Mechanical Concepts of Illinois	\$ 2,175,000.00	\$ 500.00	\$ 2,175,500.00
Monaco Mechanical	\$ 2,196,000.00	\$ -	\$ 2,196,000.00
Trico Mechanical	\$ 2,218,730.00	\$ -	\$ 2,218,730.00
Flo-Tech Mechanical Systems Inc.	\$ 2,268,000.00	\$ -	\$ 2,268,000.00
Dodson Plumbing Heating & Air Conditioning	\$ 2,285,000.00	\$ -	\$ 2,285,000.00
Premier Mechanical Inc	\$ 2,294,000.00	\$ -	\$ 2,294,000.00
Amber Mechanical Contractors	\$ 2,379,000.00	\$ -	\$ 2,379,000.00
Mechanical Inc	\$ 2,850,000.00	\$ -	\$ 2,850,000.00
FIRE PROTECTION	BASE BID	Alternate 1.1 Gym Extension	Total
Automatic Fire Systems	\$ 265,660.00	\$ 1,100.00	\$ 266,760.00
Nelson Fire Protection	\$ 266,187.00	\$ 2,275.00	\$ 268,462.00
Wolverine Fire	\$ 506,000.00	\$ 4,000.00	\$ 510,000.00
PLUMBING	BASE BID	Alternate 1.1 Gym Extension	Total
RJ Kuhn Inc.	\$ 1,028,048.00		\$ 1,028,048.00
Capitol Mechanical Industries	\$ 1,086,420.00		\$ 1,086,420.00
Commercial Mechanical Inc.	\$ 1,149,000.00		\$ 1,149,000.00
Action Plumbing Co Inc.	\$ 1,222,222.00		\$ 1,222,222.00
Cannonball Mechanical	\$ 1,268,950.00		\$ 1,268,950.00
CR Leonard Plumbing	\$ 1,279,752.00		\$ 1,279,752.00
JB Contracting Corp.	\$ 1,470,665.00		\$ 1,470,665.00
ELECTRICAL	BASE BID	Alternate 1.1 Gym Extension	Total
R&R Electric	\$ 2,081,789.00	\$ 3,090.00	\$ 2,084,879.00
Fitzgeralds Electrical Contracting	\$ 2,211,000.00	\$ 5,400.00	\$ 2,216,400.00
Connelly Electric	\$ 2,620,000.00	\$ 3,900.00	\$ 2,623,900.00
JB Contracting Corp.	\$ 2,706,000.00	\$ 5,000.00	\$ 2,711,000.00
Excel Electric Inc.	\$ 2,934,500.00	\$ 6,500.00	\$ 2,941,000.00
Lyons Electric Company	\$ 3,097,000.00	\$ (12,000.00)	\$ 3,085,000.00
SITEWORK	BASE BID	Alternate 1.1 Gym Extension	Total
S&K Excavating	\$ 1,139,000.00	\$ 4,300.00	\$ 1,143,300.00
Kendall Excavating	\$ 1,430,740.00	\$ (850.00)	\$ 1,429,890.00
TEMPERATURE CONTROLS	BASE BID	Alternate 1.1 Gym Extension	Total
Applied Controls Inc.	\$ 249,895.00	\$ -	\$ 249,895.00
Johnson Controls	\$ 297,560.00	\$ -	\$ 297,560.00

Low Base Bid Total \$ 16,137,188.00 \$ 96,047.00

Base Bid Plus Alternate \$ 16,233,235.00

Contingency carried by District \$ 404,040.00

Total Construction Cost \$ 16,637,275.00



Minutes of a Regular Meeting of the Board of Education
Oswego Community Unit School District 308
Kendall, Kane and Will Counties
March 12, 2012

The Board of Education of Oswego Community Unit School District 308, Kendall, Kane and Will Counties, Illinois, met in regular and closed session(s) in the Community Room at Oswego East High School.

Note for file: *All roll call votes are shown in alphabetical order in these minutes; however during the Board Meeting votes are called out in accordance with Board Policy 2:220*

1. Call to Order:

Meeting called to order at 7:01 p.m. by President Walsh

1.1 Roll Call:

Upon Roll Call the following members answered present:

David Behrens, Lynn Cullick, Brent Lightfoot, Laurie Pasteris, Mike Scaramuzzi, Alison Swanson, Bill Walsh

Members Absent:

None

Administration Present:

Superintendent Dr. Daniel O'Donnell, Associate Superintendent Todd Colvin, Assistant Superintendent Tim Neubauer and Executive Directors, Dr. John Petzke, Dr. Carla Johnson, Kristy Kuntz, and Directors Kristine Liptrot and Angie Smith, Construction Supervisor Mike Barr.

Others Present:

Press representatives of the Ledger Sentinel, The Beacon and The Patch and various employees of the District and members of the community.

Recording Secretary:

Kimberly Salzbrunn

1.2 Pledge of Allegiance

Pledge of Allegiance was led by President Walsh

2. Recognitions

2.1 Illinois Honor Roll Schools: Homestead, Prairie Point, The Wheatlands & Wolf's Crossing

Dr. O'Donnell introduced the recognitions for the night. And brought up the principals for the schools; Mindy Reiner, Heidi Podjasek, Janet DeMont, Alison Sulkson.

2.5 Student Spotlight: Boulder Hill Elementary School

Principal Jeff Schafermeyer came forward to introduce the student spotlight for Boulder Hill Elementary. Teacher from Boulder Hill Elementary

3. President's Comments

3.1 Comments

President Walsh chose to forgo his comments due to the length of the meeting.

3.2 Board Reports

Laurie Pasteris spoke regarding the Curriculum Committee meeting prior to the Board meeting.

4. Public Comment

4.1 Each Person will be provided five (5) minutes to speak before the Board of Education.

Alderman Lewandowski from 9th ward in Aurora came forward to address the North Amber Fields subdivision and wanted to let them know that there will be a safe way to school. He addressed what improvements Aurora is taking to assist students in getting to school safely. He supported the project.

5. Notifications and Announcements

5.1 Upcoming Meetings and Events

Dr. O'Donnell addressed the upcoming meetings. He mentioned the TAG workshop is canceled and gave dates they are looking at. He let the board know they need to reschedule.

6. Consent Agenda

6.1 Approve Consent Agenda

A motion was made by Mrs. Laurie Pasteris, second by Mr. Mike Scaramuzzi to approve all items under the consent agenda, including 6.2 approval of the February 27, 2012 Open and Closed sessions of the Regular Board Meeting; 6.3. Bills for Payment, to authorize the payment of bills in the amount of One-million, two-hundred thirty-three thousand, four-hundred sixteen dollars and forty-four cents (\$1,233,416.44) as presented, and 6.4 Approval of the Three Year Farming Lease as Proposed with Stewart Farms Partnership.

Final Resolution: Motion Carried

Aye: Mr. David Behrens, Mrs. Lynn Cullick, Mr. Brent Lightfoot, Mrs. Laurie Pasteris, Mr. Mike Scaramuzzi, Mrs. Alison Swanson, Mr. Bill Walsh

6.2 Approval of minutes from the February 27, 2012 meeting.

6.3 Bills for Payment

6.4 Approval of the Three Year Farming Lease as Proposed with Stewart Farms Partnership.

7. Information and Discussion

7.1 Superintendent Search Firm Presentations

Hazard Young came forward first to present to the Board. Ben Martindale & Dr. Westerhold started at 7:27 p.m. They opened up to questions; Mr. Lightfoot wanted to know what the talent pool looks like right now? Mr. Martindale said there is a strong talent pool out there and how this district is still very attractive to candidates. Mr. Behrens wanted to know if they decided to go with an interim after not being happy with candidates presented, would the fee change. Mr. Martindale stated the fee stays the same even with one on hold; they just pick up when they are ready. Mr. Pasteris asked who they have hired for us. They have used hired Superintendents for the district. Mr. Walsh wanted to know how they engage the public in the search. Mr. Martindale stated they meet with critical stakeholders in the community that the district recommends. They meet to help develop the leadership profile. The Survey is open to everyone in the public. Mr. Walsh wanted to know how the compressed time-line would work. He wanted to know how the leadership profile is developed. Mr. Martindale let them know it would depend on when they started the process. They ended and exited the meeting at 7:41 p.m.

McPherson and Jacobson were set up to attend via Skype. Dr. Petzke took a few moments to set up.

Steve Joel from McPherson and Jacobson from Nebraska started at 7:46 p.m. presented via Skype. He let the board know what the firm has done and what they can do for us. He feels that the research he did on our district shows how recruit-able our District is. He feels we have the foundation in place to bring in the right candidate. Mr. Lightfoot asked how the talent pool looks for this time of the year. Mr. Joel stated by the time we get to May it is diminished. He stated they are able to search very quickly. He urged the Board to get the process going quickly to get the best pool. They will give them their professional opinion as to how good the pool is. Mrs. Pasteris wanted to be sure they have a consultant team for Illinois. Mr. Joel stated they have consultants ready to go. Mr. Walsh wanted to know how many searches they have in Illinois. Mr. Joel stated they have finished Moline. The presentation finished at 8:02 p.m.

Ray & Associates came forward to present their firm. Gary Ray started the presentation. He stated they are not a placement service for people; they try to find the right person for the district they represent. Mr. Ray discussed how they build the professional profile for the District. Mr. Ray stated that they like to run a transparent search through surveys, work groups and stakeholders. Mr. Ray let the Board know that this is the Boards Search and how important, critical this search is. They take care of the little things that need to get done for this search and let the Board make the larger decisions. Mr. Ray let the Board know they do a very thorough background check, not a reference check, to see if they really did what they say they have done. They offer a two year guarantee if a candidate does not work out; they come back and do the whole process again for free. Mr. Lightfoot asked how the timing of the search is and how the candidate pool looks now. Mr. Ray said there are many good candidates still out there. They will look for the right candidate. He suggested they look and see and if they are not satisfied they will let us know and more forward. They can help with the interim and then help go back out in the market. They do not charge extra to get the interim and continue on. Mr. Walsh asked about how they reach out to the community to build the profile. Mr. Ray said they will make suggestions as to whom to look at for the profile.

They will help us pick the right stakeholders, the profile will help to tell our story and attract candidates. Mr. Ray says they take a few days here in Oswego and then builds the survey on-line as well. Mr. Ray stressed they also try to have a transparent search. They exited the meeting at that time.

School Exec Connect came up at 8:29 p.m. Tom Madden came up with Paul Swanstrom came up to discuss the firm. Mr. Madden discussed growing up in the area and discussed his background. He wanted to discuss how the processes are similar. They meet with the Board as to what they want the new person. That is presented to the Board and once accepted, they post the position. They also actively recruit for the position, they are not a headhunting firm, and they will represent the school board. They can do an open search or a confidential search depending on what the board wants. Mr. Madden also stressed that a confidential search can often bring a better candidate pool given the candidate knows that word won't leak out they are looking. Mr. Madden also discussed how an interim would help the board take more time to find the right candidate and that going with an interim would not cost extra. Mr. Lightfoot wanted to know if the lateness of the search affects the candidate pool, he wanted to know if they would recommend moving forward or waiting? Mr. Madden said that they would recommend waiting since he is afraid good people may not apply. He did state that he has thought of a few candidates he has worked with recently that may work. Mr. Walsh wanted to know how they handle the discovery phase of figuring out what we need. Mr. Madden said they will look at the district or Board to help find the stakeholders they need to talk to. They also do a survey on the website to get feedback from the public. They also hold open forums for different groups. They exited the meeting.

BWP & Associates started at 8:47 p.m. Bruce Brown & Mr. Friedman came forward to discuss the firm. He let the Board know they are involved in the area and just finished up the Plano school district search. Mr. Friedman wanted to walk the Board through a quick overview of how they work. Mr. Brown discussed how they build the profile for the district. They work with the district through the process and will assign an associate to continue to work with us through the critical first year. That person also has worked throughout the process. They want to help with the success of the new superintendent. Mr. Friedman said they have a very good track record and want to assist in continuing that. They like to help the Board come together and consensus as to what they are looking for. Mr. Brown wanted to let the Board know they will work with customizing the search process. They feel they can move as quickly as the Board directs. They let the Board know they can contact the Plano Board of Ed for a recommendation as to the candidates. Mr. Lightfoot asked about the lateness of the start of this process and what their opinion is of the candidate pool. Mr. Friedman said they do have candidates and they don't feel it is too late. They offered that they would help with the interim model and then take more time. Mr. Walsh wanted to know how they will shrink their current calendar time-line. Mr. Brown said they can reduce the length of time the advertisement is out and speed up their internal steps to evaluate the candidates.

7.2 - 2012-2013 Certified Staff Recommendations

Assistant Superintendent Colvin came forward to discuss the recommendations. Mr. Colvin let the board know he would recommend we get this out and posted prior to spring break if possible. Mr. Scaramuzzi wanted to know if the model provides for makeup teachers or the actual requirements with new students. Mr. Colvin said that includes opening Murphy and that is the necessary staff requirements. Mr. Lightfoot appreciated the feedback from Mr. Colvin and acknowledged the

challenge the Board has with the upcoming fiscal year. Mr. Scaramuzzi wanted to know what the class numbers would look like if we did not fill these positions.

7.3 Murphy Junior High Transition Plan

Dr. Carla Johnson introduced the New Murphy Principal Brent Anderson and his transition plan. Mr. Anderson started his presentation letting the Board know he is very pleased to be opening Murphy Jr. High. He gave his PowerPoint presentation. He wanted to Board know what he has done thus far and what he plans to move forward to get kids excited about the new opportunities. Mr. Behrens wanted to know if Mr. Anderson has reached out to other Jr. High Principals to get ideas as to how to move forward and what the time lines should be. Mr. Lightfoot let Mr. Anderson know he likes the communication plan so far. He wanted to know if Mr. Anderson has a preference of Home and School vs. PTA or PTO? Mr. Anderson stated the parents will decide he only knows he has to pay more dues to one vs. another.

8. Action Items

8.1 Wheatlands Options

Mrs. Swanson had questions regarding the walker's vs. bus-ers and Angie Smith let the Board know that on April 9th they will have a plan in place as to who will be walkers or any changes. Mrs. Smith let the board know what they will need to look at. Mr. Scaramuzzi wanted to know if we could do this and save some money by making more walkers. Mr. Lightfoot wanted to restate his concerns and he reached out to Mrs. Nelson regarding special ed and he reiterated that she felt if we did not need to move special ed, she would prefer we do not. Mr. Lightfoot went into his question with regards to classrooms in the future and felt that taking the motion on the floor and not doing anything may not be the right way to go right now. Dr. O'Donnell stressed that while Christine Nelson was not able to be here, she did want to convey that continuity was important and if we move the Special Ed now, they have more of a chance to stay even after the Boundaries are re-drawn in three years. Mr. Scaramuzzi wanted to reiterate his feelings, but that he is of the opinion that if we do move children now, they will stay there longer. Mr. Pasteris wanted to know if the Board has to vote on the move of a special education class or just administration. Dr. O'Donnell wanted to reiterate that the staff does that as needed. Mr. Scaramuzzi wanted to know if they could have a presentation of moving special education vs. music and art on a cart because he believes that moving students is more impactful than the other. Mr. Walsh wanted to know the history of moving students. Dr. O'Donnell said that we could bring forward principals to help the Board understand. Mrs. Pasteris voiced her concerns with the Boundary process and how we could in the future set up a rubric to help with a step by step. Mrs. Pasteris wants Dr. Petzke to give the steps they have followed. Mr. Scaramuzzi wanted to say that no matter what it will be emotional. Mr. Walsh wanted to reiterate that the rubric would be helpful. Dr. O'Donnell said yes we can work on that, but we need to work on the Wheatlands.

A motion was made by Mrs. Laurie Pasteris, second by Mr. Mike Scaramuzzi to accept the boundary vote as it was on February 27, 2012 and take no additional action.

Final Resolution: Motion Carried

| Minutes continued

Aye: Mr. David Behrens, Mrs. Lynn Cullick, Mr. Brent Lightfoot, Mrs. Laurie Pasteris,
Mr. Mike Scaramuzzi, Mrs. Alison Swanson, Mr. Bill Walsh

8.2 The Board will be asked to approve the Personnel Report

A motion was made by Mrs. Laurie Pasteris, second by Mr. Mike Scaramuzzi to approve the personnel report as presented.

Final Resolution: Motion Carried

Aye: Mr. David Behrens, Mrs. Lynn Cullick, Mr. Brent Lightfoot, Mrs. Laurie Pasteris, Mr. Mike Scaramuzzi, Mrs. Alison Swanson, Mr. Bill Walsh

8.3 Acceptance of High School Construction Bids

Mrs. Swanson requested to speak with Kluber, Inc. regarding the bonding. Mr. Barr let the Board know we do not take bonds under A- and this is typical language. Mr. Barr stated we have not had any issues with this in the past. Mr. Barr discussed the background checking they do with the companies and how they look at the recommendations from previous jobs. Mr. Behrens is concerned with an issue with electrical from Fox Chase and using this same electrical company. He asked Mr. Barr if we cannot accept the low bid. Mr. Barr stated he has seen this happen but it is difficult. Mrs. Swanson wanted to make sure the contractors are aware that we want them to pay a prevailing wage and request certified payroll to back it up. They cannot specify union. Mr. Behrens wanted to know if anything was cut to get these good bids. Kluber came forward to let the board know they have not cut any educational space, but looked at the ancillary spaces to tighten up; the student circulation did not change. They moved storage areas only and not lost any. They streamlined the designs to be more efficient. Mr. Behrens wanted to know if we missed anything since the bids were so low. Discussion continued regarding spacing of the gym at OHS and the parking spaces at OHS. Mr. Lightfoot wanted to discuss alternatives to spaces. He discussed the gym space at East and wanted to suggest not doing the addition and still being able to get the two other basketball courts. Mr. Scaramuzzi wanted to discuss the differences at OHS with gym space and a fieldhouse where we have more space. Mr. Lightfoot wanted to know if we could save close to a half a million dollars by not doing the additional gym space at East. Mrs. Pasteris and Mr. Scaramuzzi wanted to look into all sporting flooring not just wood. Dr. Craig wanted to have some wood courts.

A motion was made by Mrs. Laurie Pasteris, second by Mr. Mike Scaramuzzi to approve the bids for Oswego High School General Construction to Lite Construction in the amount of \$6,530,853 (six million, five hundred thirty thousand, eight hundred fifty three dollars). The Masonry to Mastership Construction in the amount of \$2,899,500 (two million, eight hundred ninety nine thousand, five hundred dollars). The Mechanical to C. Acitelli Heating and Piping in the amount of \$2,030,000 (two million, thirty thousand dollars). The Fire Protection to Automatic Fire Systems in the amount of \$266,760 (two hundred sixty six thousand, seven hundred sixty dollars). The Plumbing to RJ Kuhn Inc. in the amount of \$1,028,048 (one million, twenty eight thousand, forty eight dollars). The Electric to R & R Electric in the amount of \$2,084,879 (two million, eighty four thousand, eight hundred seventy nine dollars). The Site Work to S&K Excavating in the amount of \$1,143,300 (one million, one hundred forty three thousand, three hundred dollars). The Temperature Controls to Applied Controls in the amount of \$249,895 (two hundred forty nine thousand, eight hundred ninety five). Also, to approve the bids for Oswego East High School General Construction to Nicholas & Associates in the amount of \$8,641,000 (eight million, six hundred forty one thousand dollars). The Masonry to MPZ Masonry in the amount of \$3,908,000 (three million, nine hundred eight thousand dollars). The Mechanical to MG Mechanical in the

amount of \$2,631,500 (two million, six hundred thirty one thousand, five hundred dollars). The Fire Protection to Nelson Fire Protection in the amount of \$360,054 (three hundred sixty thousand, fifty four dollars). The Plumbing to Cannonball Mechanical in the amount of \$994,250 (nine hundred ninety four thousand, two hundred fifty dollars). The Electric to Fitzgerald's Electric in the amount \$3,124,400 (three million, one hundred twenty four thousand, four hundred dollars). The Site Work to S&K Excavating in the amount of \$1,515,680 (one million, five hundred fifteen thousand, six hundred eighty dollars) and Temperature Controls to Applied Controls in the amount of \$384,899 (three hundred eighty four thousand, eight hundred ninety nine dollars).

Final Resolution: Motion Carried 6-1

Aye: Mr. David Behrens, Mrs. Lynn Cullick, Mrs. Laurie Pasteris, Mr. Mike Scaramuzzi, Mrs. Alison Swanson, Mr. Bill Walsh

Nay: Mr. Brent Lightfoot

9. Closed Session

9.1 Enter Closed Session under statute(s): 5 ILCS 120/2(c)(1), 5 ILCS)120/2(c)(2), and 5 ILCS 120/2(c)(11)

A motion was made by Mrs. Laurie Pasteris, second by Mr. Mike Scaramuzzi to enter closed session under statute 5 ILCS 120/2(c)(1); The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity; and 5 ILCS)120/2(c)(2), Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, and 5 ILCS 120/2(c)(11), Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

Final Resolution: Motion Carried

Aye: Mr. David Behrens, Mrs. Lynn Cullick, Mr. Brent Lightfoot, Mrs. Laurie Pasteris, Mr. Mike Scaramuzzi, Mrs. Alison Swanson, Mr. Bill Walsh

Restarted Closed session at 10:24 p.m.

9.2 Return to Open Session

A motion was made by Mrs. Laurie Pasteris, second by Mr. Mike Scaramuzzi to return to Open Session.

Final Resolution: Motion Carried

Aye: Mr. David Behrens, Mrs. Lynn Cullick, Mr. Brent Lightfoot, Mrs. Laurie Pasteris, Mr. Mike Scaramuzzi, Mrs. Alison Swanson, Mr. Bill Walsh

10. Action after Closed Session

10.1 Potential Action After Closed Session

No Action after closed session however discussion on the Search Firms for the Superintendent.

The Board discussed how they liked Ray and Associates and a few liked McPherson and Jacobson. When asked if they should wait on searching, Dr. O'Donnell stated they could look now and potentially find someone, it wouldn't hurt.

The Board came to a consensus on Ray and Associates. We will ask them to come back on Monday to present, question and answer and prepared to discuss expense not to exceed and time-lines and negotiate contract.

11. Adjournment

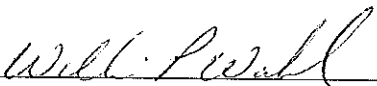
11.1 Thank you for Attending

A motion was made by Mrs. Laurie Pasteris, second by Mr. Mike Scaramuzzi to Adjourn.

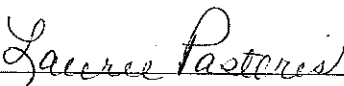
Final Resolution: Motion Carried 7-0

Aye: Mr. David Behrens, Mrs. Lynn Cullick, Mr. Brent Lightfoot, Mrs. Laurie Pasteris,
Mr. Mike Scaramuzzi, Mrs. Alison Swanson, Mr. Bill Walsh

Meeting ended at 1:30 a.m.



President

Attest: 

Secretary