

DATE: September 8, 2026

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Comprehensive Project Representation and Management Services Agreement (ICS - FY28 Roofing Projects)**

Administration recommends approval of the Professional Service Agreement with ICS Consulting, Inc. for Owner Representation and Project Management Services related to the District's 2027 summer roofing projects.

Rationale

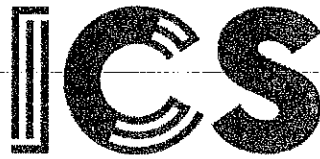
The approximately \$2 million roofing project includes replacement of multiple roof sections at the High School, Middle School, and Roosevelt Elementary, with several existing roof systems having exceeded their expected service lives. The proposed \$240,000 fixed fee provides comprehensive project representation; including design, bidding, construction oversight, budget tracking, contractor coordination, project closeout, and warranty support. Given the size and complexity of the project, this professional oversight will help protect the District's interests, provide technical expertise throughout construction, reduce the administrative burden on District staff, and support completion of the project within the established schedule and budget.

Financial Consideration

The current project budget is estimated at **\$2,000,000**, including approximately \$1,500,000 for base construction, \$244,000 for potential alternate work, \$16,000 for permits, fees and plan review, and \$240,000 for design and project management services. The \$240,000 professional services fee is structured as a fixed lump-sum amount for the services outlined in the agreement.

Requested Board Action

Approve the Professional Service Agreement with ICS Consulting, Inc. for Owner Representation and Project Management Services associated with the District's 2027 summer roofing projects in the amount of \$240,000



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Professional Service Agreement for:
Comprehensive Project Representation
and Management Services



August 26, 2026



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August 26, 2026

Jason Kuehn
Director of Finance and Operations
Detroit Lakes Public Schools
702 Lake Avenue
Detroit Lakes, MN 56501

Re: Owner Representative and Project Management Service

Dear Mr. Kuehn:

At your request, ICS Consulting, Inc. is pleased to provide you with this professional service agreement to provide Owner Representation and Project Management Services on behalf of the District for the upcoming improvements projects based on the following understanding of the overall project scope and timeline of a district facilities project:

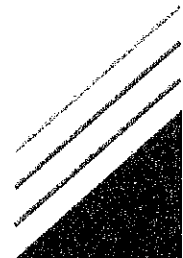
Remove the existing roof, repair areas of insulation damaged by roof leaks, and install a new fully adhered roof assembly at the following buildings:

- **High School:** Replacement of roof sections 8, 11, 13, 18 through 24.
- **Middle School:** Replacement of roof sections 5 and 11.
- **Roosevelt Elementary School:** Replacement of roof sections 1 through 6.

We would be happy to discuss this proposal with you for any clarity and understanding when you see appropriate. Thank you for your consideration and we look forward to partnering with the Detroit Lakes School District.

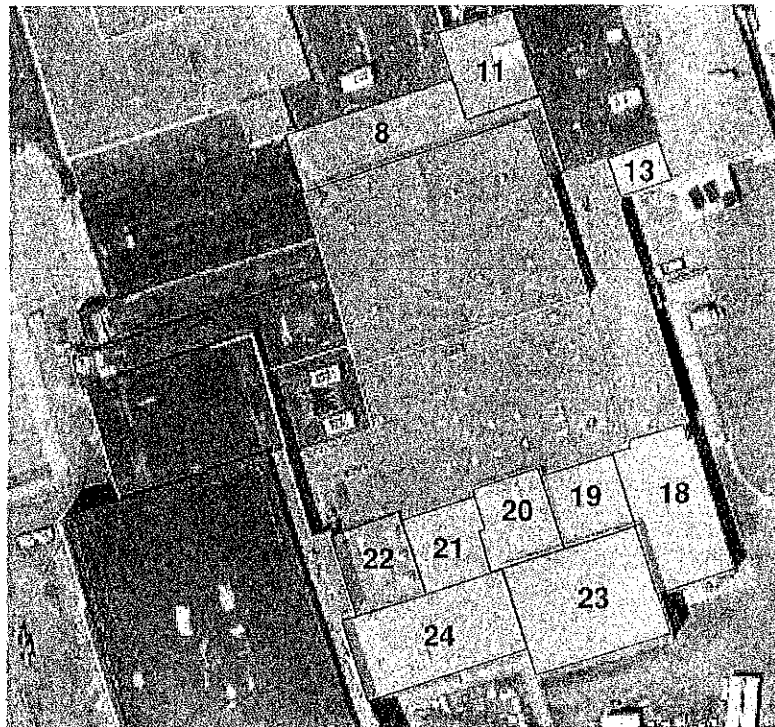
Sincerely,

Lori Christensen, PE
ICS/Account Executive

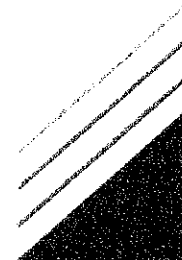


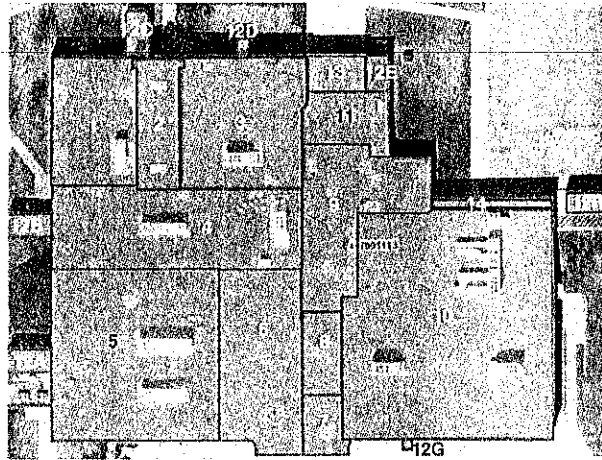
PROJECT OVERVIEW

- **High School:** The High School was originally built in 1957, with additions in 1997, 2020, and 2021. It has a total building area of approximately 249,803 ft². The scope includes multiple roof sections (8, 11, 13, 18 through 24) consisting primarily of ballasted EPDM systems which have exceeded their expected service life and are recommended for replacement.

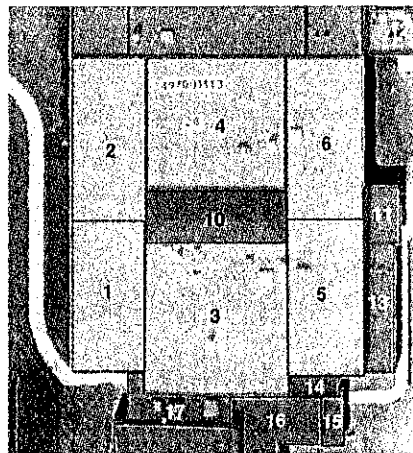


- **Middle School:** The Middle School was originally built in 1977, with an addition in 2018. It has a total building area of approximately 156,246 ft². The scope includes two roof sections (5 and 11) consisting primarily of adhered EPDM systems which have exceeded their expected service life and are recommended for replacement.





- Roosevelt Elementary School:** The Roosevelt Elementary School was originally built in 1990, with additions in 1997, 2020, and 2021. It has a total building area of approximately 112,690 ft². The scope includes multiple roof sections (1 through 6) consisting primarily of ballasted EPDM systems which have exceeded their expected service life and are recommended for replacement.



- Alternate Bids:** During design, the project budget will be evaluated to determine if additional roof sections can be included. Any additional roof sections identified will be bid



as alternates, allowing the District to consider them based on available funding and project priorities.

Project Schedule:

- Design Phase: September – December 2026
- Public Bidding Phase: January 2027
- Construction Phase: June 2027 - August 2027
- Completion: August 2027

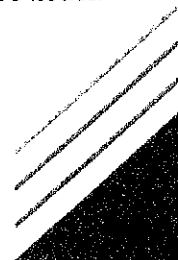
Project Budget Estimate utilizing LTFM dollars:

- Base Bid Construction Cost estimate with contingency: \$1,500,000
- Alternate Construction Cost estimate with contingency: \$244,000
- Permits, Fees and Plan Review: \$16,000
- Design and Project Management Fees: \$240,000
- Total: \$2,000,000

DESIGN AND PRE-CONSTRUCTION

Upon approval, we will work collaboratively with district administration to further review and evaluate the proposed improvement scopes, budgets, and timelines. Design and pre-construction services shall include the following:

- Explore all options for consideration to meet standards and qualifying projects in accordance with the Minnesota Department of Education.
- Provide all required submittals to the Department of Education and the State of Minnesota.
- On-going interaction and coordination with district staff.
- Develop construction documents or request for proposals as needed for projects to be bid per state statute.
- Develop the overall project schedule and phasing.
- Cost estimating and overall budget development, including updates at each phase of the design process.
- Review of design documents and public bidding coordination and scope issues.
- Facilitation of a pre-bid walk-thru(s).





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- Coordination of bidding process and award process(es) for all work scopes including post-bid analysis and contract award process.

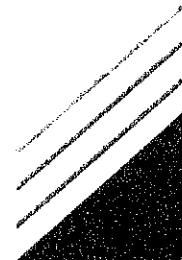
CONSTRUCTION & POST-CONSTRUCTION PHASE SERVICES

Upon approval of project construction, ICS will continue in its role as an extension of and advocate for the district, working on the district's behalf to manage, coordinate all aspects of the construction phases of the overall effort. ICS will provide comprehensive services including procurement/bid and award activities, coordination of pre-construction activities, budget tracking, project-related documentation and communications reporting, construction phase oversight and management, and related close-out and warranty activities. A summary of related services includes:

- On-going interaction and coordination with district staff.
- Develop and administer owner construction contract(s) for the projects.
- Coordination of on-site trade contractor work and project-related activities
- Processing and tracking of project-related communications including RFP's, RFI's, CO's etc.
- Interface with on-site trade contractors and design team for resolution of on-going construction-related issues.
- Weekly onsite visit to review contract progress and quality control.
- On-going project budget tracking and accounting on behalf of the District.
- Coordination of final punch-list and final closeout completion by trade contractors for the projects.
- Coordination of all close-out needs.
- Facilitation of an 11-month walk-thru.

BASIS OF COMPENSATION

Our total compensation for project related professional services described above during design, pre-construction, construction, and post construction are proposed as a lump sum fixed fee equivalent to \$240,000.



Billings

The actual amount billed for ICS's services on a monthly basis will be based on ICS's estimate of the proportion of total services completed during the billing period on a percentage of completion methodology.

Reimbursables

Reimbursable expenses will be billed on a direct basis and will include such items as travel, reproduction of reports, drawings, specifications, bidding documents, safety, and similar project-related items. Site Services are included in lump sum fee. General conditions will be budgeted as part of construction. Any general conditions items provided and/or procured through the ICS team during the construction phase as directed by the Owner will also be billed as a reimbursable (i.e., construction trailer, temporary barricades, etc.) at a cost plus 0% administrative fee.



Appendix A

General Conditions



General Conditions

The word "Consultant" refers to ICS Consulting, Inc., the company with which the Owner is contracting. "Owner" is our client. The Agreement with you, the client, is comprised of this Agreement, the Master Service Agreement and accompanying project fee letter.

1. Scope of Work and Duration of Services

Consultant will furnish and perform the services specified in Consultant's Master Service Agreement (the "Agreement"). If any portion of the proposal is inconsistent with this Agreement, this Agreement shall control.

The commencement date for basic services shall be the date of approval of this agreement.

Consultant's obligation to perform the Services shall terminate upon completion of the 1-year statutory warranty period for the project or upon completion of all specified services described in Fee Letter unless mutually agreed upon to extend the services by both parties.

2. General Provisions

In addition to the Agreement, Consultant and Owner agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Owner will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

The Consultant and Owner agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other. Neither Owner nor Consultant shall use the specification or other



materials produced under this Agreement for any purpose beyond the scope of this project, without prior written agreement of the other.

C. Quality

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality.

2. Payment for Services

- A. Invoices will be submitted monthly for services performed during the previous month.
- B. Payments will be considered due and payable 30 days from the date of the associated invoice. If payments are not received upon becoming due and payable, interest may be assessed on the outstanding balance at a rate of the US Bank Reference Rate plus 5%, with interest accruing beginning 30 days from the original date of the invoice.

3. Indemnity & Insurance

A. Indemnity

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Owner, its agents, and employees, from all claims, losses, costs, and damages arising in any way out of Consultant's performance of work under this agreement, but only to the extent caused in whole or in part by negligent acts or omissions or intentional fault on the part of the consultant, regardless of whether such claim, loss, cost, or damage is caused in part by the Owner.

Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its agents, and employees, from all claims, losses, costs, and damages arising in any way out of Owner's performance of work under this agreement, but only to the extent caused in whole or in part by negligent acts or omissions or intentional fault on the part of the Owner, regardless of whether such claim, loss, cost, or damage is caused in part by the Consultant.

B. Insurance

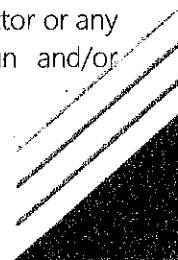


Insurance Provided by Consultant. Before the start of its work, the Consultant shall procure and maintain in force coverage and limits of insurance for its own negligence as follows:

COVERAGES	LIMITS OF LIABILITY
Workers' Compensation, including Employer's Liability Insurance	Statutory
Comprehensive General Bodily Injury Liability Insurance, including Contractual	\$1,000,000
Comprehensive General Property Damage Liability Insurance, including Contractual	\$1,000,000 Per Claim \$2,000,000 Aggregate
Comprehensive Automobile Injury Liability Insurance	\$500,000 Per Claim \$500,000 Aggregate
Comprehensive Automobile Property Damage Liability Insurance	\$500,000
Professional Liability Insurance	\$5,000,000 Per Claim \$5,000,000 Aggregate

4. Limitations on Liability

- A. The obligations of the Owner under this Agreement do not constitute personal obligations of Owner or its directors, officers, or agents. Consultant will look solely to Owner's assets for satisfaction of any liability in respect of this Agreement and will not seek recourse against the directors, officers or agents of Owner or any of their personal assets for such satisfaction, unless there is a written agreement which makes an individual personally liable, executed by that individual. The provisions of this Paragraph 4 are not intended to relieve Owner from the performance of its obligations under this Agreement, but only to limit personal liability in the case of recovery of judgment. They do not limit Consultant's rights to obtain injunctive relief and specific performance or to maintain any other action not involving the personal liability of Owner or its directors, officers, or agents.
- B. In any event, the financial liability of the Consultant for any alleged breach of this Contract, or for any tort committed in performance of this contract, shall not exceed 25% of the total contract amount due to Consultant as payment to it for services performed under this Contract.
- C. ICS shall not be responsible for the acts or omissions of any consultant, contractor or any subcontractor, supplier or other individuals or entities performing design and/or



furnishing any portions of the work. ICS shall not be responsible for the failure of any Contractor to perform or furnish the work in accordance with the Contract Documents.

5. **Assignment**

This Agreement shall not be assigned by Consultant without prior written consent of the Owner.

6. **Authorities for Action**

Owner designates a responsible employee for administration and coordination of the work. Consultant designates a responsible employee to act on its behalf in any matter under this Agreement. Either party may designate in writing one or more persons to act on its behalf in any manner under this Agreement, provided notice is given according to the provisions set forth in Paragraph 8 below.

7. **Independent Contractor**

It is specifically understood and agreed that at all times pertinent to this Agreement, Consultant shall be an independent Contractor and shall not be considered an employee of the Owner.

8. **Notices**

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Owner or Consultant or upon receipt by the other party, when mailed by registered or certified mail, postage prepaid, return receipt requested.

Either party shall have the right to designate by notice, in the manner set forth above, a different address to which notices are to be mailed.

9. **Applicable Law**

This Agreement shall be governed by and construed under the laws of the State of Minnesota.

10. **Extent of Agreement**

This Agreement represents the entire Agreement between Owner and Consultant, and supersedes all prior obligations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument, dated, and executed by both Owner and Consultant.





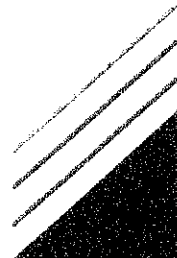
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11. Termination

This Agreement may be terminated for proper cause by either party upon thirty (30) days written notice to the other party. Upon termination, Consultant will deliver to Owner or its designee all records, documents or materials in its possession or control of Consultant which relate to the Project and for which payment has been received. If Services have been prepared for, or performed, for which payment has not been received as of the date of termination, Owner shall be entitled to purchase the products of those Services, such as records, materials, and documents, for the consideration due therefore under this Agreement. If Owner does not purchase the products of these Services, Owner remains liable to Consultant for any incurred but unpaid charges for Services performed.

12. Hazardous Materials

It is acknowledged by both parties that ICS Consulting, Inc.'s scope of services does not include any services related to asbestos, hazardous, or toxic materials that may be encountered or found to be present at or in areas adjacent to the site. Any such materials that are encountered shall be immediately brought to the attention of the owner, who will be solely responsible for any required abatement and/or removal of the materials in full compliance with applicable laws and regulations.



Appendix B

Rate Schedule



<u>Description</u>	<u>Rate per hour</u>
Construction Executive	\$185.00
Project Director	\$155.00
Safety Director	\$140.00
Senior Project Manager	\$145.00
Project Manager	\$135.00
General Superintendent	\$145.00
Site Superintendent	\$130.00
Project Engineer	\$100.00
Clerical / Accounting	\$75.00



Appendix C

Signature Page



Detroit Lakes Public Schools
Professional Service Agreement
August 26, 2026

Proposal Terms

Terms are continual with termination executed as noted in General Conditions.

Signature includes acceptance of attached proposal, fee schedule, and general conditions.

Authorization to Proceed

We appreciate the opportunity to present this proposal for Comprehensive Project Representation and Management Services. Please sign and return this document to our office. Upon receipt of a signed copy, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

* * *

Please proceed according to the above stated terms, attached general conditions and the proposal.

For Detroit Lakes Public Schools:

For ICS Consulting, Inc.

Date

Date

Printed Name

Printed Name

Authorized Signature

Authorized Signature

