
BOARD AGENDA ITEM

Information/Discussion _____

Future Action _____

Action X

Item: Facility Master Plan. Phase 1 Consulting

Submitted by: Russell Bray

Date: 7/10/2025

Recommended by: Kevin Philipps *KP*

Board Meeting Date: 7/21/2025

RECOMMENDATION:

It is recommended that the Kent ISD board approve the proposal for consulting services from Progressive Companies to complete Phase 1 of a Facilities Master Plan for all Kent ISD facilities in the amount of \$63,000.

BACKGROUND:

As Kent Intermediate School District (Kent ISD) continues to plan for growth, finalize the 2025-2028 Strategic Plan, focus on CareerPrep 2030, and continue their excellence in service to the community, there is a need to evaluate and understand the condition, use, and potential of each of the facilities currently housing CTE, Center and EmpowerU programs. This understanding will provide the data needed to make decisions regarding future program advancement and facility improvements, allowing Kent ISD to provide a consistent standard of quality facilities that meet the needs of the users for today and into the future. This work will provide a comprehensive facility strategic plan as a roadmap for facilities to support the mission of the organization.

The Facility Strategic Plan will identify deficiencies and priorities in buildings and systems and include key areas of focus for investigation, such as program alignment, transportation needs/requirements, student population growth projections, and flexibility for change. These key areas were identified during a workshop discussion on June 2, 2025. Priorities include positive student impact, independence, equitable access, and proactive planning along with the goals that have been identified in the Strategic Plan for 2025-2028.

Attached:

- Phase 1 proposal



June 16, 2025

Mr. Russell Bray
Director of Facilities & Operations
Kent Intermediate School District
2930 Knapp Street NE
Grand Rapids, MI 49525

Re: Proposal for Consulting Services for Kent Intermediate School District Facility Strategic Planning

Dear Russell,

We're pleased to continue our longstanding partnership in support of the vital work you and your team do for Kent County. Progressive Companies is pleased to present this proposal for design services to explore existing facility opportunities, future facility needs, and guidance for development opportunities aligned with the ISD's updated Strategic Planning efforts. The following is our understanding of the project, our scope of services, clarifications, proposed schedule, and compensation for your consideration.

UNDERSTANDING OF PROJECT

As Kent Intermediate School District (Kent ISD) continues to plan for growth, finalize the 2025-2028 Strategic Plan, focus on CareerPrep 2030, and continue their excellence in service to the community, there is a need to evaluate and understand the condition, use, and potential of each of the facilities currently housing CTE, Center and EmpowerU programs. This understanding will provide the data needed to make decisions regarding future program advancement and facility improvements, allowing Kent ISD to provide a consistent standard of quality facilities that meet the needs of the users for today and into the future. This work will provide a comprehensive facility strategic plan as a roadmap for facilities to support the mission of the organization.

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SCOPE OF BASIC SERVICES

We have outlined the following research and discovery phase (Phase 1: Developing Baseline Understanding) to establish a clear understanding of the existing organizational facility needs, challenges, and opportunities.

The next step will further align the data collected with desired outcomes and provide detailed recommendations for development (Phase 2: Recommendations). This phase is outlined for reference but will be refined upon the completion of Phase 1 and a new proposal will be provided for this work based on the agreed scope of services at that time.

Thirteen (13) in total, facilities/sites have been included in this evaluation and are listed as follows:

- Main Campus: Kent Career Tech Center East and West, Kent Conference Center, Kent Education Center

- Lincoln Campus: Lincoln Development Center, Lincoln Early Childhood Center, Lincoln School
- EmpowerU South, EmpowerU North, EmpowerU Central (Mayfield)
- Pine Grove Learning Center
- Oakleigh
- Kent Aviation Center

Phase 1 // Developing a Baseline Understanding

Below outlines our anticipated tasks within this initial phase.

TASK 1A: DATA GATHERING

We anticipate this task can be accomplished with a series of interview meetings or one comprehensive workshop with representatives from each facility. The following items will be primary input for the work:

- a. Comprehensive overview of the listed Kent ISD properties and facilities. We recommend sending this information digitally for review prior to engagement with the Progressive Companies team. This data should include, but is not limited to:
 - i. Current facility programs and uses
 - ii. Current student and staff populations, occupancies
- b. Stakeholder network. With the core stakeholder group from the initial workshop on June 2, 2025, and Ron Houtman, we will work together to define the interconnected system of key decision-makers within which Kent ISD operates. With this information, we will be able to ensure and clarify roles and decision pathways critical for successful implementation. This network of individuals (representatives from each facility and local districts, program administration and principals, etc.) will be included in Phase 2 of this effort for Focus Group interaction and feedback.

TASK 1B: FACILITY AUDIT

Each facility will be toured and evaluated to understand each location. We anticipate three grouping levels of classification (healthy/green, needing improvement/yellow, and critical/red) for each of the following categories. These will be included as observations. We are not anticipating precise analysis of systems and/or components.

- a. Health of systems, structures, and materials, including but not limited to:
 - i. Building envelope
 - ii. Adjacent site and campus planning
 - iii. Engineered systems (MEP)
 - iv. Furniture + Finishes
- b. Accessibility and Universal Design
- c. Utilization, flexibility, program, and space alignment

TASK 1C: DATA MAPPING

Evaluation of each facility location based on existing data for the following:

- a. Transportation networks and mobility opportunities
- b. Population affinities and regional demographics
- c. Overall geographic spread and reach

TASK 1D: COLLABORATOR DISCOVERY

Identify partners, key allies in the work and competitors who provide ideas for collaboration and/or integration.

TASK 1E: INITIAL IDEAL STATE

Define in summary the current status of each program, facility assessments, and provide preliminary recommendations for future possibilities.

Deliverable: A digital copy of the *drafted* Facility Master Plan Report, which will catalogue and organize our discovery work including summary of facilities, stakeholders, and district coverage. This document will

reflect *current state* and provide brief, high-level recommendations and opportunities for future optimization.

(FUTURE) Phase 2 // Recommendations

Below are the proposed tasks for the completion of the Facility Master Plan.

Following the completion of Phase 1 scope of work, we will work with you to identify next steps and provide a revision to this proposal as necessary. This will include, but are not limited to:

- **Focus Groups:** In-depth small group discussions provide insight into key factors to influence planning and refine our work in Phase 1. Example groups may include, but are not limited to, the following: accessibility and inclusion, CTE programming, in-district vs. ISD programming, curriculum development and delivery, main campus representation, satellite campuses and community partnerships.
- **Benchmarking:** We can provide recommendations of similar facilities and/or groups pursuing similar work and arrange tours/interviews with key locations and individuals with the identified Facility Master Plan stakeholder group. Depending on time constraints and schedule, this can also be done virtually to accommodate a wider audience.
- **Scenario Planning:** We will work together to evaluate various concepts for accommodating growth in services and/or programs, across various district locations, in an inclusive and efficient manner that prioritizes student outcomes, program needs, and optimizes the use of existing facilities.

Deliverable: A digital copy of the *finalized* Facility Master Plan Report, which will thematically group our recommendations and findings into actionable phases of mission-driven development.

SCHEDULE

We anticipate that work will begin within two weeks of written authorization to proceed, allowing assembly of team and resources. Phase 1 will take place between June and August, with our final deliverable package delivered by Labor Day (Monday, September 1, 2025).

Phase 1 Tasks	Duration	Start Dates (week of)
1A: Data Gathering MTG	2 Weeks	June 30, 2025
1B: Facility Audit SV	2 Weeks	July 14, 2025
1C: Data Mapping MTG	2 Weeks	July 28, 2025
1D: Collaborator Discovery	1 Week	August 4, 2025
1E: Initial Ideal State MTG	2 Weeks	August 11, 2025
Final Revisions + Pkg Delivery		August 25, 2025

SV = Site Visit **MTG** = In-person Meeting

CLARIFICATIONS

- Final deliverables from this study will describe and illustrate the potential opportunities and associated areas for future discovery. Architectural design concepts and planning models are not included at this time.
- Depending on the information and data provided by the Owner, site visits may be less intensive or become unnecessary.
- Our schedule and proposed scope of services relies on prompt and accurate decision-making on the part of the Owner. If impacts on the schedule are affected, this may constitute an additional service.
- Existing plans of all facilities to be provided by the Owner. If plans are unavailable and field measuring is required, an additional service will be required.
- Kent ISD will provide the current organizational structure for curriculum and facilities staffing.

PROFESSIONAL COMPENSATION

Based upon the above-identified scope of services, Progressive Companies proposes to provide the work as delineated above for a stipulated sum of \$62,000 (sixty-two thousand dollars) for Phase 1.

Reimbursable expenses are in addition to the professional compensation, estimated at \$1,000 (one

thousand dollars), and will be invoiced according to the attached Schedule of Invoice Rates. An additional proposal and schedule will be provided for Phase 2 services upon request.

Progressive Companies has prepared this proposal for Kent Intermediate School District, and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The attached Standard Agreement Provisions are incorporated into and made part of this proposal. If an AIA or other Standard form of Agreement is entered into by the Parties, the AIA or other Standard Form of Agreement will include the terms and conditions of the Standard Agreement Provisions. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive Companies in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

We look forward to working on this project with you and your team.

Sincerely,

Thomas L. Frey, PE

Digitally signed by Thomas L. Frey, PE
DN: cn=Thomas L. Frey, o=Progressive
Companies, email=thomas@progressive.com,
c=US
E=thomas@progressive.com
CN=Thomas L. Frey, PE
Date: 2025.06.18 15:21:57-0400

Thomas L. Frey, PE, LEED AP, CPC
Principal | Senior Project Manager



Digitally signed by Joy Sportel
DN: cn=Joy Sportel, o=Progressive
Companies, email=joy@progressive.com,
c=US
E=joy@progressive.com
CN=Joy Sportel
Date: 2025.06.18 15:21:57-0400

Joy Sportel, AIA, NCARB
Education Team Leader

Accepted By: _____

Printed Name: _____ Date: _____

Kent Intermediate School District

JRS/TLF/lef

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Standard Agreement Provisions
Architectural Services

The parties to this Agreement, Progressive Companies, hereinafter called the ARCHITECT and Kent Intermediate School District, hereinafter called the OWNER, hereby agree to the following conditions:

1. Scope of Services: The services provided by the ARCHITECT shall be limited to those described in the proposal dated June 18, 2025. The parties agree that the Standard Agreement Provisions incorporated herein shall govern.
2. Term: If services covered by this Agreement have not been completed within five (5) months of the date of this Agreement, through no fault of the ARCHITECT, extension of the ARCHITECT's services beyond that time shall be compensated as additional services.
3. Changed Conditions: If, during the term of this Agreement, the ARCHITECT becomes aware of any circumstances or conditions that were not originally contemplated by or known to the ARCHITECT, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ARCHITECT may call for re-negotiation of appropriate portions of the Agreement. The ARCHITECT shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ARCHITECT and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
4. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.
5. Standard of Care: Professional Services provided by the ARCHITECT will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed architects and engineers practicing in the State where the Project resides. In reference to the Standard of Care, the Owner and Architect acknowledge that changes may be required because of possible errors, omissions, ambiguities or inconsistencies in the plans and specifications, and, therefore, that the costs of the project may exceed the construction contract sum. The Owner and Architect agree that a design contingency in the amount of three percent (3 percent) of the cost of the work be established, as required, to pay for any such increased project costs. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or his or her subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes. Costs or expenses that are considered value added/betterment (see Paragraph 29) to the project shall not be applied against the design contingency. The design contingency shall be established as a line item in the overall project budget and be carried through the project's construction phase.
6. Schedule for Rendering Services: The ARCHITECT shall prepare and submit for OWNER approval a schedule for the performance of the ARCHITECT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ARCHITECT's reasonable control.
7. Payment Terms: Invoices will be submitted by the ARCHITECT monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the

original invoice date. If past due invoices cause the ARCHITECT to proceed with legal action or collection services, the OWNER agrees to pay all of the ARCHITECT's collection expenses including reasonable attorney fees.

8. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the ARCHITECT has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the ARCHITECT's opinions of probable construction costs are made on the basis of the ARCHITECT's professional judgment and experience. The ARCHITECT makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the ARCHITECT's opinion of probable construction cost.
9. Ownership of Instruments of Service: The OWNER acknowledges the ARCHITECT's design documents, including electronic files, reports, drawings, worksheets, plans, supporting documents and other material as the ARCHITECT's instruments of professional service. Provided that the OWNER complies with all obligations of this Agreement and, upon completion of the services and payment in full of all monies due to the ARCHITECT, the ARCHITECT shall provide the OWNER with an exclusive agreement to use the final construction documents prepared under this Agreement for construction or maintaining the project. The OWNER shall not reuse or make any modifications to the construction documents without the prior written authorization of the ARCHITECT. The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ARCHITECT, its officers, directors, employees, and subconsultants (collectively, ARCHITECT) against any damages, liabilities or costs, including reasonable lawyers' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ARCHITECT.

Under no circumstances shall the transfer of ownership of the ARCHITECT's drawings, specifications, electronic files, or other instruments of service be deemed a work made for hire, or sale by the ARCHITECT, and the ARCHITECT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the ARCHITECT's copyrights or intellectual property rights including Universal Design innovation strategies, checklists, reports and processes in any of the foregoing, full ownership of which shall remain with ARCHITECT, absent the ARCHITECT's express prior written consent.

Native format software models (NFSM) used in development and/or analysis of the OWNER's power system(s) are considered the intellectual property of the ARCHITECT. The ARCHITECT reserves the right of sole ownership of said NFSM. Sole ownership by the ARCHITECT shall survive termination or expiration of the agreement with the OWNER and shall not be restricted by any constraint.

10. Digital Data/Electronic Media: The ARCHITECT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ARCHITECT in CAD form. Release of digital data will be by execution of the Architect's digital data licensing Agreement (AIA Document C106-2013 or latest edition). Copies shall be for information and used by the OWNER for the specific purpose for which the ARCHITECT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ARCHITECT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ARCHITECT harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or

modification of all Project documentation. Under no circumstance shall the transfer of drawings or data or other instruments of service on digital data for use by the Recipient be construed to be as a sale. ARCHITECT makes no warranties, either express or implied or of merchantability or of fitness for a particular purpose. To the extent that the digital data includes building information models (Models), the parties agree to the following terms. (1) The Models are intended for the purpose of communicating design intent only and are not construction documents. (2) The Models may not detect all conflicts or inconsistencies. (3) The Models are not intended for quantity take-offs, cost estimates, fabrication, or dimensional purposes. (4) Information contained in the Models will not be construed to dictate construction means or methods. This will remain the Contractor or Fabricator's responsibility.

11. **Dispute Resolution:** In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any Agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

12. **Termination:** If the OWNER fails to make payments in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the ARCHITECT's option, cause for suspension of services. The ARCHITECT shall provide seven days' written notice. If the OWNER or ARCHITECT suspends the Project, the ARCHITECT shall be compensated for services performed prior to notice of suspension. The ARCHITECT's fees for the remaining services and the time schedule shall be equitably adjusted. Either party may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause. If the Agreement is terminated, the ARCHITECT shall be compensated by the OWNER for services performed prior to termination and reimbursable

expenses including costs attributable to termination, including the costs attributable to the ARCHITECT's termination of consultant Agreements.

13. Professional Liability Insurance and Limitation of Liability: The ARCHITECT maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit the ARCHITECT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ARCHITECT's negligent acts, errors, or omissions, such that the total aggregate liability of the ARCHITECT to all those named shall not exceed the amount of the ARCHITECT's compensation for the Project.

14. Indemnification: Subject to the limitation in Paragraph 13 above the ARCHITECT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense cost, to the extent caused by the ARCHITECT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ARCHITECT is legally liable.

The OWNER agrees to the fullest extent permitted by law, to indemnify and hold harmless the ARCHITECT, its officers, directors, employees and subconsultants (collectively ARCHITECT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither OWNER or ARCHITECT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

The OWNER and ARCHITECT waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including disruptions to business operations or loss of profits.

15. Mutual Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ARCHITECT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ARCHITECT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

16. Delays: The OWNER agrees that the ARCHITECT is not responsible for any damages arising directly or indirectly from any delays for causes beyond the ARCHITECT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, epidemics, pandemics, or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ARCHITECT to perform its services in an orderly and efficient manner, the ARCHITECT shall be entitled to a reasonable adjustment in schedule and compensation.

17. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ARCHITECT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the ARCHITECT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
18. ADA Requirements: The ARCHITECT shall make a reasonable professional effort to interpret applicable ADA requirements as they apply to this project but cannot warrant or guarantee compliance due to the fact it is civil rights legislation and open to many different interpretations.
19. Code Compliance: The ARCHITECT shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date shall entitle the ARCHITECT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
20. Buried Utilities: The OWNER will be responsible for furnishing the ARCHITECT information identifying the type of all underground utilities and verifying their specific locations. The ARCHITECT (or their subconsultant) will rely on this information and prepare a plan that shows the locations intended for connections with respect to assumed locations of underground utilities provided by the OWNER. The OWNER will approve of all locations of subsurface penetrations prior to them being made. The OWNER agrees to waive all claims and causes of action against the ARCHITECT for damages to underground improvements. The OWNER further agrees to indemnify and hold the ARCHITECT harmless from any damage, liability, or cost, including reasonable attorney's fees and defense costs for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations.
21. Condominium Conversion: If the ARCHITECT's services and Construction Documents are intended for the design and construction of residential or commercial rental units, they shall be under the ownership and control of a single, integrated OWNER. In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, the ARCHITECT shall have no responsibility, and shall be released from all obligations and liabilities for the Project, and each and every right, license and/or ownership interest of the OWNER of the Construction Documents shall be void. The OWNER shall be expressly prohibited from making any further use of the Construction Documents for any purpose, including, but not limited to, the conversion of the Project to another purpose. Further, the OWNER agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless the ARCHITECT, its officers, directors, employees and subconsultants (collectively, ARCHITECT) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the services performed under this Agreement.
22. Energy Tax Deduction: The ARCHITECT may wish to pursue an energy tax deduction under Section 179D of the Internal Revenue Code for this Project. Such deductions are available to design firms for projects that reduce overall energy use of a building. If Progressive Companies determines that this Project meets the relevant 179D qualification criteria, the OWNER agrees to allocate the tax deduction to Progressive Companies by signing an Allocation Acknowledgement form which is required by the IRS to receive the deduction.

23. Evaluation of Work: The ARCHITECT shall have authority to reject work that does not conform to the contract documents; however, the ARCHITECT does not have authority to stop work at any time.
24. Hazardous Materials: The ARCHITECT shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
25. Hiring of Personnel: OWNER may not directly hire any employee of the ARCHITECT. OWNER agrees that it shall not, directly, or indirectly solicit any employee of the ARCHITECT from accepting employment with OWNER, affiliate companies, or competitors of ARCHITECT.
26. Means and Methods: The ARCHITECT shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall the ARCHITECT be responsible for the constructor's failure to perform work in accordance with the contract documents.
27. Site Signage: The ARCHITECT shall be permitted to install exterior signs on the project premises for promotional purposes.
28. Timeliness of Performance: The OWNER and ARCHITECT are aware that many factors outside the Agreement control may affect the ARCHITECT's ability to complete the services to be provide under Agreement. The ARCHITECT will perform these services with reasonable diligence and expediency consistent with sound professional practices.
29. Value-Added/Betterment: If, due to the ARCHITECT's error or omission, any required item or component of the project is omitted from the ARCHITECT's Construction documents, the ARCHITECT shall not be responsible for paying the cost to add such item or components to the extent that such item or component would have otherwise been necessary to the project or otherwise adds value or betterment to the project. In no event will the ARCHITECT be responsible for any cost or expenses that provides value, upgrade, or enrichment of the project.



Schedule of Invoice Rates - 2025

Hourly Staff Charges

Class 10 Personnel	Director, Principal	\$275/hour
Class 9 Personnel	Practice Leader, Principal / Team Leader, Project Principal, Senior Healthcare Planner, Senior Project Leader	\$215/hour
Class 8 Personnel	Director of Strategy and Transformation, Senior Construction Project Manager, Senior Engineer, Senior Planner, Senior Project Manager	\$195/hour
Class 7 Personnel	Construction Administrator, Project Manager II, Senior Architect, Senior Construction Superintendent, Senior Environmental Scientist, Senior Project Designer, Senior Surveyor	\$180/hour
Class 6 Personnel	Architect II, Engineer II, Estimator, Planner III, Project Designer, Senior Engineering Designer, Senior Interior Designer, Senior Landscape Architect	\$155/hour
Class 5 Personnel	Architect, Construction Project Manager, Engineer, Project Manager, Senior Architectural Staff, Senior Engineering Technician	\$130/hour
Class 4 Personnel	Architectural Staff, Architectural Technician, Engineering Designer, Environmental Scientist II, Interior Designer II, Landscape Architect II, Planner II, Survey Technician	\$115/hour
Class 3 Personnel	Construction Observer, Construction Superintendent, Environmental Scientist, Interior Designer, Landscape Designer	\$100/hour
Class 2 Personnel	Engineering Technician, Field Scientist, Interior Design Staff, Planner, Project Assistant	\$85/hour
Class 1 Personnel	Intern	\$60/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 25¢ per square foot; CAD color plotting at 35¢ per square foot; CAD low density color images at 40¢ each; and CAD high density color images at 60¢ each. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 70¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at a higher rate.
3. Hourly staff charges and expenses are subject to change annually.

STD RATE

January 10, 2025