

# DRAFT AIA® Document B144/ARCH-CM™ - 1993

## *Standard Form of Amendment for the Agreement Between Owner and Architect where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner*

This **AMENDMENT** made as of the TBD day of November in the year 2024

is made to the **AGREEMENT** made as of the TBD day of November in the year 2024

**BETWEEN** the Owner:

Lewiston-Altura ISD #857  
100 County Road 25  
Lewiston, MN 55952

and

InGensa, Inc. ("**InGensa**"):

InGensa, Inc.  
18215 45<sup>th</sup> Ave. N, Suite C  
Plymouth, MN 55446

for the following November 5, 2024 approved referendum Projects:

Q2: Elementary and High School building improvements including creation of secure entrances; the construction of traffic flow improvements; renovations and upgrades to create larger kindergarten classrooms, flexible learning spaces, and improved career and technical education (CTE), science and art classroom spaces; remodeling and upgrades to create Americans with Disabilities Act (ADA) accessible restrooms and improved locker rooms; and the completion of various deferred maintenance projects at school sites and facilities.

The Scope of Work is defined in Exhibit A to AIA Document B102-2007.

### **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.

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

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## **ARTICLE 1 CONSTRUCTION MANAGEMENT RESPONSIBILITIES**

§ 1.1 The construction management services to be provided by InGensa are as enumerated in Articles 2 and 3 of this Amendment. InGensa shall be entitled to use subconsultants to perform or assist in performing any of InGensa's services as Construction Manager under this Amendment ("**InGensa Subconsultants**"). It is understood by the parties that contracts for such professional services are not subject to competitive bidding requirements. All professionals providing such services whether directly by InGensa or professionals under contract with InGensa shall be qualified, and where required, properly licensed and or certified to perform these services and JCI is responsible to assure such license and certification.

§ 1.2 InGensa shall provide sufficient organization, personnel and management to carry out the requirements of this Amendment at all Project locations in an expeditious and economical manner consistent with the interests of the Owner.

§ 1.3 The services covered by this Amendment are subject to the time limitations contained in the Agreement.

## **ARTICLE 2 SCOPE OF SERVICES DURING PRECONSTRUCTION PHASES**

§ 2.1 InGensa, as a part of InGensa's review of the program furnished by the Owner, shall provide a preliminary evaluation of the feasibility of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.2 InGensa shall prepare, in addition to preliminary estimates of Construction Cost for program requirements based on early schematic designs and other design criteria, comparative estimates for the cost evaluations of alternative materials and systems.

§ 2.3 As the preparation of the Schematic Design, Design Development and Construction Documents progresses, InGensa shall prepare and update preliminary Construction Cost estimates with increasing detail and refinement. Such estimates shall be provided for the Owner's review and approval prior to the commencement of performance by InGensa of services for each succeeding Pre-construction Phase. If separate contracts are to be awarded, the estimated cost of the scope of Work for each contract shall be indicated with supporting detail. InGensa shall advise the Owner if it appears that a preliminary Construction Cost estimate may exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.4 Following the Owner's approval of the Construction Documents, InGensa shall update and submit the latest estimate of Construction Cost for the Owner's approval in accordance with the Agreement.

§ 2.5 InGensa shall submit recommendations on relative feasibility of construction methods, methods of Project delivery, availability of materials and labor, time requirements for procurement, installation and construction, and appropriate utilization of the site for mobilization of construction forces and materials and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies. InGensa shall consult with the Owner regarding the Construction Documents and make recommendations whenever design details adversely affect contractibility, cost or schedules. InGensa shall identify bid categories as necessary and describe the scopes of Work to cover all necessary Work.

§ 2.6 InGensa shall prepare and update a Project schedule to show the timing of anticipated services and construction Work for the Owner's review and approval prior to commencement of InGensa's services for each succeeding Pre-construction Phase.

§ 2.7 In developing the Project schedule, InGensa shall identify critical and long-lead-time items for the coordination and integration of InGensa's services with the Owner's responsibilities, including the services of the Owner's other consultants and contractors.

§ 2.8 InGensa shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 2.9 InGensa shall submit a list of prospective bidders and a bidding schedule for the Owner's review and approval.

§ 2.10 InGensa shall solicit bidders' interest in the Project. InGensa shall prepare the appropriate bidding documents and assist the Owner in issuing bidding documents to bidders and conduct pre-bid conferences with prospective bidders. InGensa shall assist the Owner with the receipt of questions from bidders and the issuance of addenda.

§ 2.11 InGensa shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts.

§ 2.12 InGensa shall conduct pre-award conferences with successful bidders. InGensa shall advise the Owner of any reasonable objections to the proposed list of Subcontractors and material suppliers.

§ 2.13 InGensa shall make recommendations to the Owner regarding the assignment of responsibilities for providing temporary Project facilities and services for common use of the Contractors. InGensa shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 2.14 InGensa shall divide the Project into separate contracts or various categories for work including the method to be used for selecting Contractors and awarding contracts. If multiple Contracts are to be awarded, InGensa shall review the Construction Documents and provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

§ 2.15 InGensa shall make recommendations to the Owner regarding the allocation of responsibilities for Project conditions among the Contractors.

§ 2.16 InGensa shall assist the Owner regarding the allocation of responsibilities for Project conditions among the Contractors. InGensa shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors. InGensa shall be responsible for ensuring that the Safety programs on the site run by the Contractor are coordinated and compliant with applicable laws.

### ARTICLE 3 SCOPE OF SERVICES DURING THE CONSTRUCTION PHASE

§ 3.0 InGensa shall prepare a Project construction schedule providing for each scope of Work, including phasing of construction, times for commencement and completion required of each separate Contractor, ordering and delivery of materials requiring long-lead time and the occupancy requirements of the Owner.

§ 3.1 InGensa shall provide the Project construction schedule for each set of Contract Documents.

§ 3.2 InGensa shall provide administrative, management and related services to endeavor to coordinate the activities of the Contractors with each other and with those of the Owner and InGensa to complete the Project in accordance with the latest approved estimate of Construction Cost, the Project construction schedule and the Contract Documents.

§ 3.3 InGensa shall schedule and conduct pre-construction, construction and progress meetings with the Owner and the Contractors to discuss such matters as procedures, progress and scheduling. InGensa shall prepare and promptly distribute minutes to the Owner and Contractors.

§ 3.4 Utilizing the Construction Schedules provided by the Contractors, InGensa shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long-lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. InGensa shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates the previously approved Project construction schedule may not be met, InGensa shall recommend corrective action to the Owner.

§ 3.5 Consistent with the Bidding Documents, and utilizing information from the Contractors, InGensa shall coordinate the sequence of construction and assignment of space in areas where multiple Contractors are performing Work.

§ 3.6 InGensa shall monitor the approved estimate of Construction Cost. InGensa shall show actual costs for activities in progress and estimates for uncompleted tasks.

§ 3.7 InGensa shall develop cash flow reports and forecasts for the Project and advise the Owner as to variances between actual and budgeted or estimated costs.

§ 3.8 InGensa shall maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.

§ 3.9 InGensa shall record the progress of the Project with written progress reports to the Owner including information on each Contractor's Work, as well as the entire Project, showing percentages of completion.

§ 3.10 InGensa shall keep a daily log containing a record of weather, Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.11 InGensa shall maintain at the Project site, on a current basis: one (1) record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; other related documents and revisions that arise out of the Contracts or Work, including as-constructed record drawings provided by the Contractor. InGensa shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. InGensa shall make all such records available to the Owner and, upon completion of the Project, shall deliver them to the Owner.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 InGensa's Basic CM Services described in Articles 1, 2 and 3 above are included in the compensation set forth in Section 6.1 of AIA Document B102-2007 executed by the Parties dated November, TBD, 2024. For all services that constitute a Change in Services, InGensa shall be compensated as an Additional Service as set forth in Section 6.2 of the AIA Document B201-2007, as modified by the Parties.

*(Paragraphs deleted)*

§ 4.2 The following services shall constitute a Change in Services:

- .1 Providing services made necessary by the termination or default of the Contractor, by major defects or deficiencies in the work of a contractor, or by failure of performance of either the Owner or a Contractor under a contract for construction.
- .2 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where InGensa is a party thereto.
- .3 Providing services relative to future facilities, systems and equipment.
- .4 Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- .5 Providing coordination of construction performed by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- .6 Providing services in connection with the work of separate consultants retained by the Owner.
- .7 **INTENTIONALLY OMITTED**
- .8 Providing any other services not otherwise included in this Agreement after notice to Owner and approval prior to providing such services.
- .9 Changes not due to mistake or ambiguity in the plans or specifications arising from Owner-requested changes following the Owner's acceptance of the designs and plans for the Project at each phase of the development process (schematic design, design development and construction documents);
- .10 Provided services that become necessary due to conditions that are encountered at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or Record Drawings provided by the Owner which form a basis

on which InGensa relied for its design of (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents;

.11 Providing any other services not otherwise included in Exhibit A.

**ARTICLE 5 THE OWNER'S RESPONSIBILITIES**

§ 5.1 The Owner reserves the right to perform Work related to the Project with the Owner's own forces, and to award contracts in connection with the Project that are not part of InGensa's responsibilities under this Amendment. InGensa shall notify the Owner if any such independent action will in any way interfere with InGensa's ability to perform under this Amendment.

§ 5.2 The Owner shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of InGensa's services.

**ARTICLE 6 BASIS OF COMPENSATION**

§ 6.1 The Owner shall compensate InGensa for Construction Management Services (as described in Articles 1, 2 and 3 above) as set forth in Section 6.1 of AIA Document B102-2007, as modified by the parties.

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**ARTICLE 7 OTHER CONDITIONS OR SERVICES**

§ 7.1 The following Reimbursable Expenses are in addition to those listed in the Agreement modified by this Amendment:

*(List Reimbursable Expenses not already listed in the Agreement between Owner and InGensa referenced above.)*

«None. »

§ 7.2 This Amendment shall further modify the Agreement as follows:

*(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Amendment.)*

«N/A»

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

**OWNER**

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\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Gwen Carman, Superintendent  
*(Printed name and title)*

**INGENSA, INC.**

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\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Jacqueline Coleman, CEO & President  
*(Printed name and title)*

**OWNER**

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\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Brein Maki, Board Chairperson  
*(Printed name and title)*

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