

# DRAFT AIA® Document B201™ – 2017

## Standard Form of Architect's Services: Design and Construction Contract Administration

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.*

### THE OWNER:

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

### INGENSA, INC. ("InGensa"):

InGensa, Inc.  
18215 45<sup>th</sup> Ave. N, Suite C  
Plymouth, MN 55718

### THE AGREEMENT

This AIA Document B201-2007 (hereinafter, this "Agreement") is incorporated by reference in AIA Document B102-2007 Executed by the Owner and InGensa dated the TBD day of November in the year 2024.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in optional *Exhibit A*, Initial Information:

*(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and*

### 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.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™-2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™-2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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*program, Owner's contractors and consultants, InGensa's Subconsultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

See B201 Exhibit A - Scope of Work. Owner Project Budget is Nineteen Million Six Hundred Fifty-Eight Thousand Eight Hundred Forty-Four Dollars (\$19,658,844).

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

June 2025

.2 Substantial Completion date:

August 2027

§ 1.3 The Owner and InGensa may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and InGensa shall appropriately adjust the schedule, InGensa's services and InGensa's compensation.

§ 1.4 InGensa's Consultants.

- .1 Architectural: ISG Architects
- .2 Mechanical & Electrical Engineering: Hallberg Engineering
- .3 Structural Engineering: Sandman Engineering
- .4 Civil Engineering: Larson Engineering

## ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 InGensa shall provide design services through licensed consultants ("InGensa's Subconsultants") including all architectural, structural, mechanical, civil and electrical engineering services. The parties agree and understand that all architectural services shall be provided by InGensa or engineer of records as a consultant to InGensa.

§ 2.1.1 InGensa shall manage InGensa's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 2.1.2 InGensa shall coordinate its services with those services provided by the Owner and the Owner's consultants. InGensa shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. InGensa shall provide prompt written notice to the Owner if InGensa becomes aware of any error, omission or inconsistency in such services or information, subject to InGensa's obligation as the design professional to investigate with reasonable due diligence the existing conditions, recognizing that this Project primarily involves renovation and replacement of existing structures and systems.

§ 2.1.3 As soon as practicable after the date of this Agreement, InGensa shall submit for the Owner's approval a schedule for the performance of InGensa's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by InGensa or Owner. With the Owner's approval, InGensa shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 InGensa shall not be responsible for an Owner's directive or substitution made without InGensa's approval.

§ 2.1.5 InGensa and InGensa's Subconsultants shall perform the services consistent with the professional skill and care ordinarily provided by architects and engineers performing the same or similar services, in the same or similar

services, in the same or similar locality, under the same or similar circumstances. InGensa and InGensa's Subconsultants shall design the Project and supply plans and specifications that conform to all applicable Federal, State and local laws, codes, ordinances and regulations applicable to InGensa's services. InGensa and InGensa's Subconsultants shall require that the contractors provide written certification that they, and their subcontractors working on the Project, have complied with applicable laws at the time any request for payment is made. This Agreement is made subject to all applicable law, statues, codes, rules, ordinances and regulations governing the Owner and its rights, obligations limitations and requirements pertaining to this Agreement and the Project ("Laws").

#### **§ 2.1.6 INTENTIONALLY OMITTED**

**§ 2.1.7** InGensa shall assist the Owner in connection with the Owner's responsibility for obtaining building permits or filing other documents required for the approval of governmental authorities having jurisdiction over the Project. InGensa shall not be responsible for any delays by governmental authorities in the approval process, or for any refusal of governmental authorities to approve any such permits or other documents.

**§ 2.1.8** InGensa shall not be responsible for advising Owner on real estate matters, including the selection, suitability, value, condition, title, zoning or developability of any real estate which is or becomes a part of the Project.

#### **§ 2.2 SCHEMATIC DESIGN PHASE SERVICES**

**§ 2.2.1** InGensa shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to InGensa's services.

**§ 2.2.2** InGensa shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. InGensa shall notify the Owner of (1) any readily apparent inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 2.2.3** InGensa shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. InGensa shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 2.2.4** InGensa, through InGensa's Subconsultants, shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components.

**§ 2.2.5** The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 2.2.5.1** InGensa, through InGensa's Subconsultants, shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 3.

**§ 2.2.5.2** InGensa shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

**§ 2.2.6** InGensa shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3. As the design process progresses through the end of the preparation of the Construction Documents, InGensa shall update and refine the preliminary estimate of the Cost of Work.

§ 2.2.7 InGensa shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, InGensa and InGensa's Subconsultants shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 2.3.2 InGensa shall update the estimate of the Cost of the Work.

§ 2.3.3 InGensa shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.3.4 The Owner shall review and approve Design Development Documents within a reasonable period of time following delivery.

### § 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, InGensa, through InGensa's Subconsultants, shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and InGensa acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which InGensa shall review in accordance with Section 2.6.4.

§ 2.4.2 InGensa shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 2.4.3 During the development of the Construction Documents, InGensa, along with the architect or engineer of record and the Owner, shall work together to develop and prepare the (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). InGensa and/or InGensa's Subconsultants shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 2.4.4 InGensa shall update the estimate for the Cost of the Work.

§ 2.4.5 InGensa shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

### § 2.5 BIDDING OR NEGOTIATION PHASE SERVICES

Following the Owner's approval of the Construction Documents, InGensa shall assist the Owner in obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and (4) awarding and preparing contracts for construction.

#### § 2.5.2 COMPETITIVE BIDDING

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 InGensa shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

- .2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 InGensa shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 2.5.3 NEGOTIATED PROPOSALS

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.5.3.2 The InGensa shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the InGensa shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 2.6 CONSTRUCTION PHASE SERVICES

### § 2.6.1 GENERAL

§ 2.6.1.1 InGensa shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, General Conditions of the Contract for Construction, those modifications shall not affect InGensa's services under this Agreement unless the Owner and InGensa amend this Agreement.

§ 2.6.1.2 InGensa shall advise and consult with the Owner during the Construction Phase Services. InGensa shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. InGensa shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall InGensa or InGensa's Subconsultants be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. InGensa shall be responsible for InGensa's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.3, InGensa's responsibility to provide Construction Phase services commences with the award of the Contract for Construction and terminates on the date InGensa issues the final Certificate for Payment.

### § 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 InGensa or InGensa's Subconsultants, as representatives of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither InGensa nor InGensa's Subconsultants shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits InGensa shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and



report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 2.6.2.2** InGensa shall reject Work that it discovers does not conform to the Contract Documents unless approved in writing by the Owner. Whenever InGensa considers it necessary or advisable, InGensa shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of InGensa nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of InGensa to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 2.6.2.3** InGensa shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. InGensa's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 2.6.2.4** Interpretations and decisions of InGensa shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, InGensa shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. InGensa's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 2.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, General Conditions of the Contract for Construction, InGensa shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 2.6.3.1** InGensa shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. InGensa's certification for payment shall constitute a representation to the Owner, based on InGensa's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of InGensa's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by InGensa.

**§ 2.6.3.2** The issuance of a Certificate for Payment shall not be a representation that InGensa has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 2.6.3.3** InGensa shall maintain a record of the Applications and Certificates for Payment.

### **§ 2.6.4 SUBMITTALS**

**§ 2.6.4.1** InGensa shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. InGensa's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in InGensa's professional judgment to permit adequate review.

**§ 2.6.4.2** In accordance with InGensa-approved submittal schedule, InGensa shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. InGensa's review shall not constitute approval of safety

precautions or, unless otherwise specifically stated by InGensa, of any construction means, methods, techniques, sequences or procedures. InGensa's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 2.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, InGensa shall specify the appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to InGensa. InGensa shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 2.6.4.4** Subject to the provisions of Section 3.3, InGensa shall review and respond to requests for information about the Contract Documents. InGensa shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. InGensa's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, InGensa shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 2.6.4.5** InGensa shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### **§ 2.6.5 CHANGES IN THE WORK**

**§ 2.6.5.1** InGensa may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 3.3, InGensa shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 2.6.5.2** InGensa shall maintain records relative to changes in the Work.

#### **§ 2.6.6 PROJECT COMPLETION**

**§ 2.6.6.1** InGensa shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 2.6.6.2** InGensa's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 2.6.6.3** When the Work is found to be substantially complete, InGensa shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 2.6.6.4** InGensa shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 2.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, InGensa shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### **§ 2.6.7 COMMISSIONING SERVICES**

§ 2.6.7.1 InGensa, with the Owner's assistance, shall oversee the close-out of the Project, as well as the commencement and final reporting and response action determined by the commissioning services for each Project where commissioning is required pursuant to applicable law.

§ 2.6.7.2 InGensa shall coordinate and complete all testing and reporting required by applicable law. InGensa shall consult with Owner on post-construction issues until the Project is turned over to Owner.

### ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. InGensa shall provide the listed Additional Services only if specifically designated in the table below as InGensa's responsibility, and the Owner shall compensate InGensa as provided in Section 6.2.

*(Designate the Additional Services InGensa shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or in an exhibit attached to this document and identified below)
§ 3.1.2 Multiple preliminary designs	Not Provided	
§ 3.1.3 Measured drawings	Not Provided	
§ 3.1.4 Existing facilities surveys	Owner	
§ 3.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 3.1.6 Building Information Modeling (E202™–2008)	Not Provided	
§ 3.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 3.1.15 As-constructed record drawings	Not Provided	Provided by trade contractors
§ 3.1.16 Post occupancy evaluation	Not Provided	
§ 3.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 3.1.18 Tenant-related services	Not Provided	
§ 3.1.19 Coordination of Owner's consultants	InGensa	
§ 3.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

*(Paragraphs deleted)*

§ 3.3 Additional Services may be provided after execution of this Agreement, if mutually agreed in writing, without invalidating the Agreement. Except for services required due to the fault of InGensa, any Additional Services provided in accordance with this Section 3.3 shall entitle InGensa to compensation pursuant to Section 6.3.

§ 3.3.1 Upon recognizing the need to perform the following Additional Services, InGensa shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. InGensa shall not proceed to provide the following services until InGensa receives the Owner's written authorization.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner (Schematic design, design development and construction documents);



- .7 Preparation for, and attendance at, a public presentation, meeting or hearing except as follows: attendance at two (2) public meetings/hearings shall be included in InGensa's Basic Services;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where InGensa is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than InGensa;
- .12 If additional planning services are required;
- .13 Providing services to verify the accuracy of drawings or other information furnished by the Owner;
- .14 Providing services of necessary consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of this Agreement;
- .15 Providing any other services not otherwise included; or
- .16 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .17 Renderings, models, mockups, professional photography and presentation materials required by the Owner.

**§ 3.3.2** InGensa shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to InGensa, and the Owner shall have no further obligation to compensate InGensa for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by InGensa;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service except as follows: where the need for the Change Order or Change Directive arises from an error or omission in InGensa's Instruments of Service, these services shall be included in InGensa's Basic Services;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent InGensa's Basic Services are affected, providing Construction Phase Services sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

**§ 3.3.3** InGensa shall provide Construction Phase Services exceeding the limits set forth in Section 3.3.4 below as Additional Services. When the limits below are reached, InGensa shall notify the Owner:

- .1 Visits to the site and inspections by InGensa appropriate to the state of construction over the duration of the Project during construction, but in no event less than weekly.
- .2 Reasonable and necessary inspections, but in no event less than two (2), for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents and all applicable laws, codes and ordinances.
- .3 Reasonable and necessary inspections, but in no event less than two (2), for any of the work to determine final completion. Additional inspection and visits as mutually agreed to by the parties to determine that the work is substantially completed in accordance with the Contract Documents and all applicable laws, codes, ordinances, rules, regulations and architectural and construction industry standards.
- .4 One (1) inspection of the Work before the expiration of the Contractor's correction period.

**§ 3.3.4** If the services covered by this Agreement have not been completed by «December 31, 2027», through no fault of InGensa, extension of InGensa's services beyond that time shall be compensated as Additional Services.

**§ 3.3.5** Notwithstanding anything to the contrary herein or otherwise, InGensa does not intend for this Agreement and the services furnished hereunder to constitute the "privatization" of any of Owner's government functions as defined in Minnesota Statutes Chapter 13 ("Chapter 13"). Owner will promptly notify InGensa, and InGensa will promptly notify Owner, of any Chapter 13 requests relating to the services hereunder.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of InGensa to a corresponding change in the Project scope and quality.

§ 4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.4 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.

§ 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and InGensa's Subconsultants through InGensa about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify InGensa of any direct communications that may affect InGensa's services.

§ 4.6 Before executing the Contract for Construction, the Owner shall coordinate InGensa's duties and responsibilities set forth in the Contract for Construction with InGensa's services set forth in this Agreement. The Owner shall provide InGensa a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.7 The Owner shall provide InGensa access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide InGensa access to the Work wherever it is in preparation or progress.

§ 4.8 The Parties understand and agree InGensa is not required to make an exhaustive site inspection prior to commencing its services and InGensa is not required to verify concealed conditions on the site.

§ 4.9 InGensa agrees to prepare the Health & Safety Report as required by the Owner or otherwise and negotiate, or assist the Owner in negotiating, the Health & Safety Report with the appropriate governing board or agency.

§ 4.10 InGensa shall undertake and produce detailed financial models which will illustrate estimated costs and savings to be gained through the Work. This financial modeling shall be solely for the Owner's information. InGensa does not guarantee or warrant that costs and savings outlined in such financial modeling will be realized and shall not be liable to the Owner in the event that actual costs and savings identified in the financial modeling are less than estimated.

§ 4.11 InGensa shall present, or assist the Owner in presenting, a detailed plan together with financial models to the appropriate governing board or agency for final review and approval.

§ 4.12 InGensa shall complete and process all available utility rebate requests on behalf of the Owner, who shall be the beneficiary of such rebates.

## ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by InGensa and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of InGensa, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by InGensa, represent InGensa's judgment as a design professional. It is recognized, however, that neither InGensa nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, InGensa cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by InGensa.

§ 5.3 In preparing estimates of the Cost of Work, InGensa shall be permitted to include contingencies for, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. InGensa's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost-estimating services, InGensa shall provide such services as an Additional Service under Article 3.

§ 5.4 If the Bidding or Negotiation Phase has not commenced within ninety (90) days after InGensa submits the Construction Documents to the Owner, through no fault of InGensa, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time InGensa's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, InGensa shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with InGensa in making such adjustments.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102-2007;
- .4 in consultation with InGensa, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, InGensa, without additional compensation, shall modify the Construction Documents for which InGensa is responsible under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work. InGensa's modification of the Construction Documents shall be the limit of InGensa's responsibility under this Article 5.

§ 5.8 InGensa shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

## ARTICLE 6 COMPENSATION

§ 6.1 InGensa's Basic Services described under Article 2 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».

§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate InGensa on a time and material basis at hourly rates set forth in Exhibit B unless agreed to otherwise by Owner and InGensa.

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate InGensa on a time and material basis at hourly rates set forth on AIA Document B201 Article 6.7, Hourly Fee Breakdown unless agreed to otherwise by Owner and InGensa.

§ 6.4 Compensation for Additional Services of InGensa’s Subconsultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to InGensa plus a fee of one percent (1%), or as otherwise stated below:

§ 6.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent ( 15 %)
Design Development Phase	Twenty percent ( 20 %)
Construction Documents Phase	Forty percent ( 40 %)
Bidding or Negotiation Phase	Five percent ( 5 %)
Construction Phase	Twenty percent ( 20 %)
<b>Total Basic Compensation</b>	<b>One Hundred percent ( 100 %)</b>

§ 6.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. InGensa shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 The hourly billing rates for services of InGensa and InGensa’s Subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with InGensa’s and InGensa’s Subconsultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

«See Exhibit B for hourly rates.»

Employee or Category	Rate
« »	

**ARTICLE 7 ATTACHMENTS AND EXHIBITS**

The following attachments and exhibits, if any, are incorporated herein by reference:

- B201 Exhibit A – Scope of Work
- B201 Exhibit B – Hourly Rates

**OWNER**

« »

*(Signature)*

Gwen Carman, Superintendent

*(Printed name and title)*

**INGENSA, INC.**

« »

*(Signature)*

Jacqueline Coleman, CEO & President

*(Printed name and title)*

**OWNER**

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*(Signature)*

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

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