

DATE: May 1, 2026

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Professional Services Agreement - District Referendum and Capital Levy**

The proposed professional service agreement with ICS, along with their communication partner Rapp Strategies, is for the community engagement and communication services for the District's planning towards the attempt of a voter-approved capital levy and bond referendum in 2027.

Services will be provided to assist with the process of community engagement in relation to facilities planning and develop a final plan to bring forward to voters. Additionally, services will include the referendum communication planning if the District elects to move forward to see voter approval.

Administration recommends approval of the agreement.



A LEGENCE Company

## **Detroit Lakes Public School**

702 Lake Avenue

Detroit Lakes, MN 56501



## **Professional Services Agreement for Community Engagement & Long-Range Planning**

March 24, 2026

104 Park Ave. N, Suite 104, Park Rapids, Minnesota 56470  
Ph: (320) 815- 9544 / Fax: (763) 780-2866 / [ics-builds.com](http://ics-builds.com)

03/24/26

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



104 Park Ave. N Suite 104  
Park Rapids, MN 56470  
[ics-builds.com](http://ics-builds.com)  
(320) 815-9544

Re: Professional Services Agreement

Dear Mr. Kuehn:

ICS along with their communication partner, Rapp Strategies, is pleased to provide you with this proposal to enter into a Professional Services Agreement which includes the effort necessary to facilitate stakeholder engagement sessions, public communication and strategies, and long-range plan development and present the outcomes of the data collected to help plan for the future facility needs of the Detroit Lakes School District.

We will work collaboratively with DL Public School staff to retrieve information of existing facility spaces and their suggested use, as well as data provided by the DL School, to utilize our industry knowledge and expertise to assist in creating a long-range plan. The goal of these efforts is to provide DL School with reports that assist to effectively budget, communicate, and implement solutions to ongoing facility needs.

We would be happy to discuss this proposal with you and Detroit Lakes leadership for clarity and understanding when you see appropriate. Thank you for your consideration and we look forward to continuing to build on our working relationship with DL School to complete this effort.

Please do not hesitate to contact me with any questions.

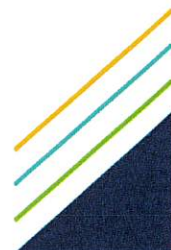
Sincerely,

A handwritten signature in cursive script that reads 'Lori Christensen'.

Lori Christensen  
Business Development Executive  
ICS

CC: File

**BUILDING STRONG  
CONNECTIONS**



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# Professional Services Agreement

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Detroit Lakes Public Schools  
Professional Services Agreement  
March 24, 2026

- 1. Introduction  
ICS Consulting, LLC (“ICS”) is pleased to present this Professional Services Agreement (PSA) to provide facility and space needs assessment services on behalf of Detroit Lakes Public Schools. Our services include providing the level of effort and expertise needed to deliver a scope of services that meets the needs of the school district.
  
- 2. Phase I – Community Engagement and Assessment Phase  
A successful facility planning process is grounded in meaningful, transparent, and inclusive community engagement. ICS will partner with Detroit Lakes Public Schools to design and implement a comprehensive engagement strategy that ensures all voices are heard and considered. Our approach is structured to build understanding, gather input, and foster community ownership of the final recommendations.  
  
ICS partners with Rapp Strategies to deliver a comprehensive, full-service communication approach that supports clients from initial planning through successful project delivery. This collaboration ensures a seamless process, integrating strategic messaging, stakeholder engagement, and clear, consistent communication at every stage. By combining ICS’s expertise in planning and project execution with Rapp Strategies’ strength in communication and public engagement, we create a unified team focused on building trust, fostering collaboration, and guiding communities confidently through complex decisions.  
  
**1.0 Community Engagement:**  
**Listening Sessions**  
ICS will facilitate a series of targeted listening sessions with students, staff, families, and community members. These sessions are designed to create a comfortable environment for open dialogue, allowing participants to share perspectives on current facility strengths, challenges, and future needs. Each session will be structured yet conversational, ensuring we capture both qualitative insights and emerging themes.  
  
**Community Surveys**  
To complement in-person engagement, ICS will develop and distribute community-wide surveys if needed. These surveys will be designed to reach a broad audience, including those unable to attend meetings. Questions will focus on priorities, perceptions of current facilities, and support for potential improvements. Survey results will be analyzed and summarized to identify trends and inform decision-making.  
  
**Stakeholder Meetings**  
In addition to broad community outreach, ICS will conduct focused stakeholder meetings with key groups such as district leadership, school

board members, teachers, support staff, and community partners. These meetings allow for deeper discussion on specific topics, including educational adequacy, operational needs, and long-term district goals.

### **Ongoing Communication and Transparency**

Throughout the process, ICS will ensure consistent and clear communication with the community. Summaries of engagement activities, key findings, and next steps will be shared regularly. This transparency builds trust and helps stakeholders understand how their input is shaping the direction of the project.

By combining multiple engagement methods, ICS ensures a well-rounded and inclusive process that reflects the values, priorities, and vision of the Detroit Lakes community.

## **2.0 Facility Assessment & Data Validation Approach**

ICS has previously conducted facility assessments for Detroit Lakes Public Schools and will leverage this existing body of work as the foundation for the current process. Rather than starting from scratch, our approach is to utilize, verify, and refine the data already collected—ensuring accuracy, identifying any changes in conditions, and updating findings where necessary. This method is both cost-effective and efficient, allowing the District to maximize prior investments while ensuring decisions are based on current, reliable information.

### **Space Needs & Utilization Analysis**

ICS will revisit and validate previous space assessments to ensure alignment with current and future educational needs:

- Evaluate existing facility space constraints and functionality
- Review departmental layouts and current space utilization
- Confirm or adjust space needs based on current programming and anticipated growth
- Analyze the advantages and limitations of maintaining existing facilities versus renovation and/or additions to meet identified needs

### **Building Components & Systems Review (Updated from Previous Assessment)**

ICS will update prior facility condition data through focused site visits and verification efforts, including:

- Facility Site (including parking lots, sidewalks, landscaping, etc.)
- Building Envelope (exterior walls, sealants, windows, roofs, etc.)
- Building Interior Finishes (flooring, walls & ceilings)
- Mechanical Systems (HVAC, plumbing, controls, etc.)
- Electrical Systems (service, power distribution, lighting, etc.)
- Life Safety Systems (PA, fire alarm, fire protection, security, etc.)
- Accessibility Issues (building and site)

### **District Collaboration & Data Integration**

To help control costs and streamline the process, Detroit Lakes Public Schools will provide access to key personnel and existing documentation, including past reports, previous project scopes, and available building plans. ICS will thoroughly review and organize this information in advance of site visits to maximize efficiency and avoid duplication of effort.

### **2.0 Outcome**

This refined and collaborative approach will result in a clear, updated understanding of facility conditions, needs, and associated costs. The District will be equipped with actionable information to support informed decision-making, including both project-specific investments and long-term facility planning strategies.

### 3. Phase II – Plan Development

Utilizing data from Phase I Community Engagement and Assessment Phase effort, ICS will assist Detroit Lakes School to develop its Long-Range Facility Plan. It is expected the Plan shall be objective and identify potential financial resources necessary to execute it. ICS Services shall include:

#### **1.0 Presentation and Revision of Preliminary Plans**

- Identify current facility programming needs including cost estimates.
- If new or replacement facilities are desired, provide budgets and justification.
- Identify potential funding sources and work with the Detroit Lakes School financial advisor to develop fundable solutions.
- Revise scenarios with incorporated feedback and provide recommendations.
- Help the district with ballot question strategy and referendum timelines.

#### **2.0 Communication:**

- Facilitate work sessions with the School Board.
- Supporting the Detroit Lakes School with local media/communications as needed.
- Provide updates to the School Board, as needed.

Once a preliminary assessment is developed, ICS and Detroit Lakes School may provide formal opportunities for the community to provide input on the preliminary plan. Ultimately the outcome of Phase I and Phase II will be a plan that identifies and creates a Long-Range Plan that the Detroit Lakes School can act on if desired.

#### **3.0 Deliverables:**

- A facility plan that can be presented to the Detroit Lakes School and utilized to budget and plan future facilities related projects.

#### **Deliverables NOT Included:**

- Renderings and/or scale models are **NOT** included.
- Full architectural and engineering drawings are **NOT** included.

4. Phase III – Public Referendum Services

**1.0 Scope of Services:**

**Referendum Communications Planning core suite of services:**

- Assist the district to establish a referendum campaign slogan and branding.
- Assist the district in writing core messages about the referendum.
- Assist the district to establish and maintain a dedicated referendum microsite.
- Assist the district with referendum public presentation(s) and additional media which may include fast facts flyer, public mailer, etc.
- Support the district's social media efforts through creating messages, graphics and scheduling.
- Support the district by writing relevant articles and e-blasts.

**Note: Referendum communication services, requested by the DL School District beyond the core suite of services (i.e., short 30-60 informational videos, other printed media, etc.) outlined above, shall be defined in writing and negotiated in good faith.**

- District Voter Analysis
- Learned Public Referendum Process Consulting Services
- Public Engagement Outreach Planning and Support
- This agreement shall extend to include two (2) public referendum efforts by ICS and the District. If the first effort for a public referendum is not successful, ICS and the DL School District shall negotiate in good faith any further costs related to ICS's services for the 2<sup>nd</sup> referendum effort.

5. Basis of Compensation

Compensation for completion of Phase I and II as described above is proposed as a lump sum amount of **\$10,350**. (\$11,500 fee - \$1,150 discount for LCSC membership)\*

\* Lakes Country Service Cooperative members receive a 10% discount on planning services with ICS due to their partnership with LCSC.

Compensation for completion of Phase III as described above is proposed as a lump sum amount of **\$15,000**. (Only applies if the district decides to go for a public referendum)

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

Reimbursable expenses (i.e., mileage, reproduction, printing, postage, etc.) are included in the fixed fee.

For project work beyond services outlined in proposal and/or any changes to the agreed upon scope of services or project duration, services will be billed on a time and materials basis in addition to the above noted fees. However, additional work will not be conducted without approval by Detroit Lakes School District.

**Implementation / Construction Phase:**

Upon development of any solutions or project scopes to be implemented may begin immediately following school board approval. As the owner's partner for the Plan, ICS may utilize the services of sub consultants. The Detroit Lakes School will have the right to reject the selection of these or any sub-consultants. It is the Detroit Lakes School District's intent to utilize ICS for professional services as described below:

**Professional Services**

Upon Development of the final project scope and schedule, ICS proposes to provide construction phase representation services with compensation to be structured as a lump sum fixed fee. Our role during this phase of the process can range from providing comprehensive owner's representative services to full program management services including design, construction management and commissioning. Upon determination of the actual improvement scopes, we will work collaboratively with the Detroit Lakes School administration to determine the most advantageous delivery methodology to utilize for the specific projects. This lump sum fixed fee will be finalized with the Detroit Lakes School following determination of the project scope and timeline.

Professional services do not include competitively bid construction contracts. Construction contracts will be entered into by the Owner directly with contractors utilizing Minnesota statutes for competitive bidding requirements.

**Compensation**

It is the intent of both parties that fees for services for plan implementation, if the Detroit Lakes School proceeds forward with a project as a result of the process, will be negotiated by both parties. ICS and the Detroit Lakes School will utilize standard AIA contract documentation as the basis of the contracts, and both parties agree to negotiate in good faith for final fee percentages and terms and conditions based on the final scope of work established under this Professional Services Agreement effort. Refer to Appendix C for industry standard fee ranges.

6. Acceptance

If this proposal is acceptable, please authorize us to proceed by signing a copy of this document (Appendix B) and returning it to ICS. We will proceed with our scope of work upon receipt of your signed proposal. Thank you for your consideration of this proposal; and we look forward continuing to partner with the Detroit Lakes School District.

# **Appendix A**

*General Conditions*

## **General Conditions**

**1. Agreement:**

This is an agreement ("Agreement") between Detroit Lakes School District ("Client"), and ICS, LLC (ICS), collectively, the "Parties." This Agreement includes (1) the Project Proposal ("Proposal") attached; (2) these General Terms and Conditions, Exhibit A; (3) Signature Page, Exhibit B; (4) Billing Rates, Exhibit C; and (5) Notification of Equal Employment / Affirmative Action Compliance, Exhibit D. This Agreement represents the entire and integrated agreement between the Parties and is exclusive of and supersedes all other agreements between the Parties, either oral or in writing. If any term or provision of this Agreement is found to be invalid under applicable law, that provision shall be deemed omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

**2. Professional Services:**

The Client engages ICS to provide professional project services ("Professional Services") in connection with the project at the Client's location ("Project") described in the Proposal's Scope of Services. Other services mutually agreed upon by the Parties ("Other Services") not specifically described in the Proposal shall be (1) governed by this Agreement, (2) identified in an amended Scope of Services, and (3) the Client agrees to pay ICS for such Other Services as additional compensation in accordance with ICS 's Fee Schedule attached as Exhibit C.

**3. Work Product:**

Professional Services under this Agreement, including, but not limited to, all drawings, reports, information, recommendations, opinions or other work product prepared or issued by ICS, are for the exclusive use and benefit of the Client in connection with the Project. The work product is not intended to inform, guide, or otherwise influence any other entities or persons, and should not be relied upon by any entities or persons other than the Client and its agents for any purpose other than for the Project. The Client will not distribute, convey or disclose ICS 's work product to any other persons or entities without ICS 's prior written consent. Written consent shall include an express release of ICS from all liability to the third party receiving the work product from Client, and the Client's indemnification of ICS for any claims or demands asserted against ICS by such third party. All documents produced by ICS under this Agreement shall remain the property of ICS and may not be used by the Client for any other project or purpose without the prior written consent of ICS.

**4. Payment:**

The Client shall pay ICS's invoices within thirty (30) days of the date of the invoice. Invoices shall be considered past due if not paid within 30 days after the invoice date. If the Client does not tender payment within 30 days of the invoice date, ICS may, without waiving any claim or right against the Client, and without liability to the Client, terminate this Agreement in accordance with Section 10(a) of this Agreement. Retainers shall be credited on the final invoice. ICS, at its sole discretion, may charge interest at 1.5% (or the applicable legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**5. Standard of Care:**

ICS will strive to perform the Professional Services in a manner consistent with that level of care and skill ordinarily exercised by members of ICS 's profession practicing in the same locality under similar circumstances at the time the Professional Services are performed. This Agreement creates no other representation, warranty, or guarantee, expressed or implied. ICS hereby excludes and disclaims any and all implied warranties including, but not limited to, any implied warranty of fitness for a particular purpose and any implied warranty of merchantability.

**6. Limitation of Liability:**

To the fullest extent permitted by law, the total liability of ICS for any damages, costs, fees, expenses, or other losses or demands for payment or performance regarding any claim or cause of action related in any way to this Agreement, the Project, or the Professional Services, shall be limited to fifty-thousand dollars (\$50,000). The Client hereby releases ICS for all liability above such amount. This Limitation of Liability applies to all claims, no matter how stated, asserted, alleged, or pleaded, including but not limited to, claims for errors and omissions, breach of contract, tort/negligence, quantum merit/unjust enrichment, or breach of fiduciary duty, and applies to all phases of Professional Services performed under this Agreement. The Client agrees ICS's services will not involve the design of any equipment or the implementation of equipment. The Client agrees ICS will not be liable for any claims, damages, demands, costs, or expenses for personal injury or any other injuries or damages alleged by the Client or any third party relating to the design or implementation of equipment, and the Client agrees to indemnify and hold ICS harmless for any liability for such claims.

**7. Insurance:**

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

- (a) Employers' Liability: \$1,000,000.00.
- (b) General Liability: \$2,000,000.00 Occurrence;  
\$4,000,000.00 Aggregate
- (c) Automobile Insurance: \$1,000,000.00 Liability.
- (d) Umbrella Liability: \$1,000,000.00 Occurrence;  
\$1,000,000.00 Aggregate
- (e) Professional Liability: \$5,000,000.00 Each Claim;  
\$5,000,000.00 Annual Aggregate

**8. Client Responsibilities:**

The Client shall bear sole responsibility for (a) notifying third parties, including any governmental agency or prospective purchaser, of the existence of any hazardous materials located in or around the Project site; and (b) cooperation with all requests by ICS, including obtaining permission for access to the Project site. The Client releases and discharges ICS from all liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by the Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the Project site, ICS shall immediately stop work in the affected area and promptly report the condition to the Client.

**9. Hazardous Materials:**

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

**10. Assessment Software (CIP 360):**

Owner acknowledges and agrees that the proprietary software designed merely to assist ICS and its agents in the performance of their professional activities and is not intended to replace the professional skill and judgement of ICS and/or its agents. ICS shall retain full control over the use of the Software, including input of information and analysis thereof, and any modification or enhancements thereto.

- a. As part of our Service we grant to you, subject to the terms and conditions of the Agreement, use of our proprietary software and the proprietary software. This software may be used in object code form only, and only in accordance with the applicable end user documentation, if any, and solely in conjunction with this Service Agreement. Neither you (and if you are an organization, none of your employees) will, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt

to discover the source code or underlying ideas or algorithms of our software; modify, translate, or create derivative works based on our software; or rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to our software; use our for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels on our software. Because our software is proprietary, you agree not to publish or disclose to third parties any evaluation of our software without our prior written consent. You acknowledge that ICS (and/or our partners) retains exclusive ownership throughout the world of our software, any portions or copies thereof, and all rights therein. Upon termination of this Service Agreement for any reason, this use will terminate, and you, and any user accessing the Service by means of an organization account, if applicable, will cease to use or have access to the Software.

- b. Owner may only use the Software for Owner's own internal data-processing and not, for example, for time-sharing, training, rental or as a service bureau. End User is not permitted to: (i) distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the Software, or any license keys, passwords or usernames to the Software, (ii) make the Software, or use thereof, publicly available or available on a network for use by multiple users; (iii) prepare derivative works based on or otherwise modify the Software, in whole or in part; (iv) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Software, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material; (v) misrepresent the source or ownership of the Software; or (vi) scrape, build databases or otherwise create permanent copies of content returned from the Software.

**11. Dispute Resolution:**

Any claim or dispute between them arising out of or related to this Agreement shall first be informally negotiated in good faith between the Parties. If the claim or dispute cannot be amicably resolved within thirty (30) days by good faith negotiation, the Parties shall jointly submit the claim or dispute to mediation. Mediation shall be through a mediator agreed upon by the Parties, or if ICS cannot be agreed upon within 15 days after the party seeking mediation provides written notice upon the other party to the Agreement demanding mediation, a mediator shall be appointed by the district court in the jurisdiction in which the Project is located. Demand for mediation shall be provided in writing to the other party to the Agreement within a reasonable time after the claim or dispute has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation or repose. If the claim or dispute cannot be amicably resolved by good faith negotiation or mediation, then either party may exercise its rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations or repose.

**12. Termination:**

- a. This Agreement may be terminated upon than seven (7) business days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination, ICS will deliver to the Client or its designee all records, documents or materials in its possession or control of ICS which relate to the Project and for which payment has been received. If ICS has prepared for or performed Professional Services for which payment has not been received as of the date of termination, the Client shall be entitled to purchase the products of those Professional Services, such as records, materials, and documents, from ICS provided the Client and ICS agree to a purchase price and terms of sale. If the Client does not purchase the products of these Professional Services, the Client remains liable to ICS for any amounts incurred by unpaid charges for Professional Services performed. If this Agreement is terminated through no fault of ICS, the Client shall compensate ICS for all Professional Services performed prior to termination, all expenses incurred, all costs attributable to termination, including the costs attributable to ICS 's termination of consultant agreements, plus termination expenses of 25% of all unbilled fees.

- b. If after Design Development is accepted by the Client, redesign or analysis of alternates is required to accommodate value engineering items due to lack of funding, or if there are contractor requests requiring a re-negotiated engineering services contract, this Agreement shall be deemed terminated, and within 14 days of the date of termination, Client shall pay ICS for all Professional Services completed through the date of termination.
- c. If the Project is suspended, placed on hold or temporarily terminated for more than 15 calendar days, this Agreement will be deemed to be terminated on the 16<sup>th</sup> calendar day and the Parties shall negotiate a new agreement prior to restart of the Project to re-establish a new schedule and adjusted compensation and any other necessary revisions. Within 14 days of the date of termination, the Client agrees to pay ICS for all Professional Services completed through the date of termination plus all expenses incurred, all costs attributable to the termination, including the costs attributable to ICS 's termination of consultant agreements.

13. **Other Provisions:**

- a. The Parties each acknowledge that they will act in good faith in carrying out their duties and obligations under this Agreement.
- b. The Parties each acknowledge that they have reviewed and familiarized themselves with this Agreement, including its attachments, and agree to be bound by the terms and conditions contained therein.
- c. The Client shall designate a responsible employee as its contact for administration and coordination of the Work. The Client's contact shall have the authority to approve changes in the scope of the Project and shall be available during working hours as necessary to examine information submitted by ICS, to render or convey decisions, and to furnish information in a timely manner.
- d. It is specifically always understood and agreed that pertinent to this Agreement that ICS shall be an independent contractor and shall not be considered an employee of the Client.
- e. The Client shall provide prompt written notice to ICS if the Client becomes aware of any errors, omissions or inconsistencies in ICS 's Professional Services or information furnished by Client or Client's agents.
- f. The Client shall ensure that Project team leaders directly contracted to the Client have budgeted and thoroughly discussed and accepted all Project costs and values with the Client.
- g. The Parties understand and agree this Agreement may be changed or modified only through written agreement signed and dated by the Client and ICS. No act, omission or course of dealing by the Parties shall alter the requirement that modifications or changes to this Agreement can be accomplished only by mutual written agreement signed and dated by the Parties.
- h. This Agreement shall not be assigned by the Client or ICS without prior written consent of the other party to this Agreement.
- i. This Agreement shall be governed by and construed under the laws of the state where the Project is located.
- j. Unless otherwise provided, all notices and notifications shall be in writing and considered duly given if sent by U.S. Mail, postage prepaid, or by facsimiles to the business address of the parties set forth in this Agreement. Such notice(s) shall be deemed given as of the second business day following the date of posting by U.S. Mail or the next business day following the date of sending in the case of a facsimile or telecopy.

**End of General Conditions**

# **Appendix B**

*Signature Page*

# Signature Page

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Detroit Lakes School District  
Professional Services Agreement  
March 24, 2026

## Proposal Terms

Terms of payment of services are delineated in the proposal dated 03/24/26.

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

## Authorization to Proceed

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

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

## Detroit Lakes School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

## ICS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

# **Appendix C**

*Billing Rates*

# Billing Rates

Detroit Lakes School District  
 Professional Services Agreement  
 03/24/26

2026 Hourly Rate Schedule			
Personnel Description:			Rate/Hour:
Construction Executive			\$ 185.00
Project Director			\$ 155.00
Safety Director			\$ 140.00
Senior Project Manager			\$ 145.00
Project Manager			\$ 135.00
General Superintendent			\$ 145.00
Site Superintendent			\$ 130.00
Project Engineer			\$ 100.00
Clerical / Accounting			\$ 75.00
Industry Standard Fee Range:	Typical Design Fee:	Program Management Fee:	Typical CM Fee:
Heavy Renovation / Remodeling	7.50% - 9.50%	1.50% - 2.00%	2.50% - 3.80%
Light Renovation / Remodeling	6.50% - 8.50%	1.00% - 2.00%	2.50% - 3.50%
Additions	6.50% - 8.50%	1.00% - 2.00%	2.50% - 3.50%
New Construction	5.50% - 7.50%	1.00% - 2.00%	1.50% - 3.00%
Flat Rates for Reimbursable Items:			Rate Monthly / Weekly
Site Trailer			\$ 1,650.00 per month
Office Supplies / Equipment			\$ 300.00 per month
Phones / Internet / Technology			\$ 550.00 per month
Superintendent Truck			\$ 1,400.00 per month
Project Construction Mileage			\$ 1,000.00 per month
Safety Supplies and Signage			\$ 350.00 per month
Pre-Construction Mileage			\$ 250.00 per month
Superintendent Lodging / Meals			\$ 1,000.00 per week

# **Appendix D**

*Notification of  
Equal Employment Opportunity /  
Affirmative Action Compliance*

# Notification of Equal Employment Opportunity/Affirmative Action Compliance

Detroit Lakes School District  
Professional Services Agreement  
03/24/26

4/21/2023



1331 Tyler Street NE, Suite 101  
Minneapolis, MN 55413  
ics-builds.com  
(763) 354-2670

Re: Notification of Equal Employment Opportunity/Affirmative Action Compliance

To Whom It May Concern:

As part of ICS's compliance with the federal Equal Employment Opportunity and the State of Minnesota's Affirmative Action Plan (AAP), we hereby notify you that ICS Consulting, LLC is an equal opportunity employer that makes employment decisions without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations.

ICS takes affirmative steps to employ and advance employment-qualified individuals without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. ICS further notifies you that as an entity supplying goods or services to ICS, your organization may be subject and required to take action pursuant to the following laws and accompanying regulations:

- Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60); and
- The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300); and
- Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741); and
- Executive Order 13496 (and its implementing regulations at 29 C.F.R. part 471, Appendix A to Subpart A).

The equal opportunity clauses within each of the above regulations, as applicable, are included by reference in all contracts between ICS and your company.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andy Faulkner', is placed above the typed name.

Andy Faulkner  
President  
ICS