



ROCKFORD AREA SCHOOLS

INDEPENDENT SCHOOL DISTRICT 883

BOARD OF EDUCATION

A Tradition of Excellence, One Student at a Time

Agenda for May 16, 2022

5:30 PM

Rockford Community Center

7600 County Rd 50

Rockford, MN 55373

1. **CALL MEETING TO ORDER**
 - A. Board Roll Call
2. **APPROVAL OF AGENDA**
3. Proposed Budget 2022-2023 2
4. Master Service Agreement and Project Amendment 24
5. **BOARD ANNOUNCEMENTS**
 - A. Regular Meeting of the Board of Education: Monday, May 16 6:30pm, in the Rockford Community Center.
Special Board Meeting on Monday, June 6th at 11am in the Heritage Room.
6. **ADJOURNMENT**

Our Mission: *In partnership with our communities and families, Rockford Area Schools provides challenging opportunities to engage, inspire, and educate globally-minded citizens.*

Our Vision: *Rockford Area Schools provides a supportive, rigorous, and relevant learning culture producing courageous learners prepared to enter a global society.*

Rockford Board of Education

Brady Anderson

Eric Gordee

Jenny Kneeland

Amy Edwards

Jessica Johnson

Beth Praska

Superintendent Rhonda Dean



**ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION**

Subject: Original Budget Presentation for SY2022-2023

Meeting Date: May 16, 2022

Prepared by: Tanley Lego

Date Prepared: May 9, 2022

Information Briefing Action Enclosure Item(s)

Presentation of our original budget for 2022-2023 school year by the current Business Manager, Tanley Lego.

This preliminary budget represents the best estimates of revenue and expenditures at this time based on our current enrollment numbers.

The final version of this budget will be presented at the regular scheduled board meeting in June 2022. A formal introduction to our Interim Business Manager, Chuck Herdegen for any additional budget questions for these June presentations.

Rockford Area Schools ISD 883
Revised Budget 2021-2022

	Audited	2021-2022	2021-2022	2021-2022	Projected
	Fund Balance	Revised Budget	Revised Budget	Annual	Fund Balance
General Fund	06/30/21	Revenue	Expenditures	Change	06/30/22
Restricted/Reserved Funds:					
Long Term Facilities Management (LTFM)	\$311,935	\$621,938	\$702,800	(\$80,862)	\$231,073
Staff Development	\$149,787	\$238,064	\$238,064	\$0	\$149,787
Operating Capital	\$962,225	\$236,007	\$572,800	(\$336,793)	\$625,432
Safe Schools	\$68,533	\$61,791	\$100,324	(\$38,533)	\$30,000
Learning and Development	\$98,607	\$343,515	\$442,122	(\$98,607)	\$0
Basic Skills	\$13	\$234,800	\$234,813	(\$13)	\$0
Achievement & Integration	\$17,486	\$199,340	\$199,340	\$0	\$17,486
Medical Assistance - 3rd Party Billing	\$3,323	\$13,135	\$13,135	\$0	\$3,323
Student Activity Fund	\$120,204	\$82,875	\$75,000	\$7,875	\$128,079
Total Restricted/Reserved Fund Balance	\$1,732,113	\$2,031,465	\$2,578,398	(\$546,933)	\$1,185,180
Assigned- for Capital Future	\$302,451	\$50,000	\$0	\$50,000	\$352,451
Alternative Compensation/Q Comp	\$312,076	\$420,790	\$420,790	\$0	\$312,076
Covid Relief Funds	\$0	\$608,709	\$608,709	\$0	\$0
IB Program	\$0	\$380,225	\$380,225	\$0	\$0
Scholarships	\$10,516	\$0	\$1,224	(\$1,224)	\$9,292
Machine Shop	\$1,903	\$0	\$0	\$0	\$1,903
Unreserved/Unassigned Funds	\$3,897,372	\$17,935,806	\$18,397,733	(\$461,927)	\$3,435,445
Total Unreserved Fund Balance	\$4,524,318	\$19,395,530	\$19,808,681	(\$413,151)	\$4,111,167
Grand Total General Fund	\$6,256,431	\$21,426,995	\$22,387,079	(\$960,084)	\$5,296,347
		<i>\$21,426,995</i>	<i>\$22,387,079</i>	<i>(\$960,084)</i>	
Food Service (Fund 02)	\$118,361	\$1,018,506	\$883,075	\$135,431	\$253,792
Community Education (Fund 04)					
Reserved for Community Education	\$49,883	\$767,634	\$730,626	\$37,008	\$86,891
Reserved for Early Childhood/Family Educ.	\$79,512	\$102,312	\$113,463	(\$11,151)	\$68,361
Reserved for School Readiness	(\$15,937)	\$277,237	\$273,067	\$4,170	(\$11,767)
Reserved for Adult Basic Education	\$0	\$7,570	\$7,570	\$0	\$0
Total Community Education	\$113,458	\$1,154,753	\$1,124,726	\$30,027	\$143,485
Building Construction (Fund 06)	\$0	\$7,085,463	\$200,463	\$6,885,000	\$6,885,000
Debt Service (Fund 07)	\$837,124	\$28,864,261	\$28,766,160	\$98,101	\$935,225
OPEB (Fund 45)	\$1,082,531	\$9,500	\$71,350	(\$61,850)	\$1,020,681
Grand Total All Funds	\$8,407,905	\$59,559,478	\$53,432,853	\$6,126,625	\$14,534,530
			Unreserved Fund Balance as a Percent of Total Expenditures		18.36%

Rockford Area Schools ISD 883
Original Budget 2022-2023

	Projected	2022-2023	2022-2023	2022-2023	Projected
	Fund Balance	Original Budget	Original Budget	Annual	Fund Balance
	06/30/22	Revenue	Expenditures	Change	06/30/23
General Fund (Fund 01)					
Restricted/Reserved Funds:					
Long Term Facilities Management (LTFM)	\$231,073	\$562,289	\$454,509	\$107,780	\$338,853
Staff Development	\$149,787	\$233,260	\$233,260	\$0	\$149,787
Operating Capital	\$625,432	\$242,833	\$600,000	(\$357,167)	\$268,265
Safe Schools	\$30,000	\$63,691	\$93,691	(\$30,000)	\$0
Learning and Development	\$0	\$343,515	\$343,515	\$0	\$0
Basic Skills	\$0	\$307,583	\$307,583	\$0	\$0
Achievement & Integration	\$17,486	\$221,108	\$238,594	(\$17,486)	\$0
Medical Assistance - 3rd Party Billing	\$3,323	\$13,135	\$13,135	\$0	\$3,323
Student Activity Fund	\$128,079	\$82,875	\$82,875	\$0	\$128,079
Total Restricted/Reserved Fund Balance	\$1,185,180	\$2,070,289	\$2,367,162	(\$296,873)	\$888,307
Assigned-Future Capital Projects	\$352,451	\$50,000	\$0	\$50,000	\$402,451
Alternative Compensation/Q Comp	\$312,076	\$397,482	\$397,482	\$0	\$312,076
Covid Relief Funds	\$0	\$677,809	\$677,809	(\$0)	(\$0)
IB Program	\$0	\$358,026	\$358,026	\$0	\$0
Scholarships	\$9,292	\$0	\$1,224	(\$1,224)	\$8,068
Machine Shop	\$1,903	\$0	\$1,903	(\$1,903)	\$0
Unreserved/Unassigned Funds	\$3,435,445	\$18,261,883	\$18,011,883	\$250,000	\$3,685,446
Total Unreserved Fund Balance	\$4,111,167	\$19,745,200	\$19,448,327	\$296,873	\$4,408,040
Grand Total General Fund	\$5,296,347	\$21,815,489	\$21,815,489	\$0	\$5,296,347
Food Service (Fund 02)	\$253,792	\$1,094,535	\$992,580	\$101,955	\$355,747
Community Education (Fund 04)					
Reserved for Community Education	\$86,891	\$767,634	\$730,626	\$37,008	\$123,899
Reserved for Early Childhood/Family Educ.	\$68,361	\$102,312	\$113,463	(\$11,151)	\$57,210
Reserved for School Readiness	(\$11,767)	\$277,237	\$273,067	\$4,170	(\$7,597)
Reserved for Adult Basic Education	\$0	\$7,570	\$7,570	\$0	\$0
Total Community Education	\$143,485	\$1,154,753	\$1,124,726	\$30,027	\$173,512
Building Construction (Fund 06)	\$6,885,000	\$0	\$5,000,000	(\$5,000,000)	\$1,885,000
Debt Service (Fund 07)	\$935,225	\$4,314,791	\$4,658,101	(\$343,310)	\$591,915
OPEB (Fund 45)	\$1,020,681	\$9,000	\$71,350	(\$62,350)	\$958,331
Grand Total All Funds	\$14,534,530	\$28,388,568	\$33,662,246	(\$5,273,678)	\$9,260,852
	<i>\$14,534,530</i>				
General Fund Unreserved Fund Balance as a Percent of Total General Fund Expenditures					20.21%



ISD 0883 Rockford Area Schools

Tanley Lego, Business Manager

Updated Revised Budget 2021-2022

Preliminary Original Budget 2022-2023

May 16, 2022

#ROCKETS883





Budget Presentation Overview

The Adopted Budget 2021-22 was based on estimates of revenue and expenses to be incurred by the District back in June. An updated Revised Budget for 2021-22 was presented to the board back in February 2022.

An updated Revised Budget for 2021-22 and a Preliminary Original Budget for the 2022-23 school year are being presented to the board for review on May 16, 2022 by the Business Manager.

An updated Revised Budget for 2021-22 and a Preliminary Original Budget for the 2022-23 school year are being presented to the board for review on May 16, 2022 by the Business Manager.



Minnesota School District 2 Year Budgeting Cycle

	2021-2022 School Year											2022-2023 School Year														
	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23		
FY21	Audit Work and Report																									
FY22	Budget Implemented										Revised	Audit Work and Report														
FY23		Proposed			Final	Budget Planning				Adopted	Budget Implemented												Revised			
FY24														Proposed		Final	Budget Planning				Adopted					
FY25																										
FY26																										

	Current Year Operations and Budget Implemented
	Prior Year Audit Fieldwork and Report Presented

	Next Year Levy Planning and Certification
	Next Year Budget Planning and Adoption prior to July 1st



Budget Assumptions - General Fund

2021- 2022 Revised Budget Assumptions

This Revised Budget is based off 1,698 Adjusted Pupil Units (actual student count of 1,549 currently enrolled for FY2022).

State Aid Formula allowance \$6,728 (2.45% increase from prior year).

Budget updates are based on Actual Costs from Audited FY 2021 and projected costs for the current year.

The budget represents our best estimates of revenues and expenditures for the current year.

2022 - 2023 Original Budget Assumptions

The Original Budget is based on 1,699 Adjusted Pupil Units (actual student count of 1,553 estimated for FY2023).

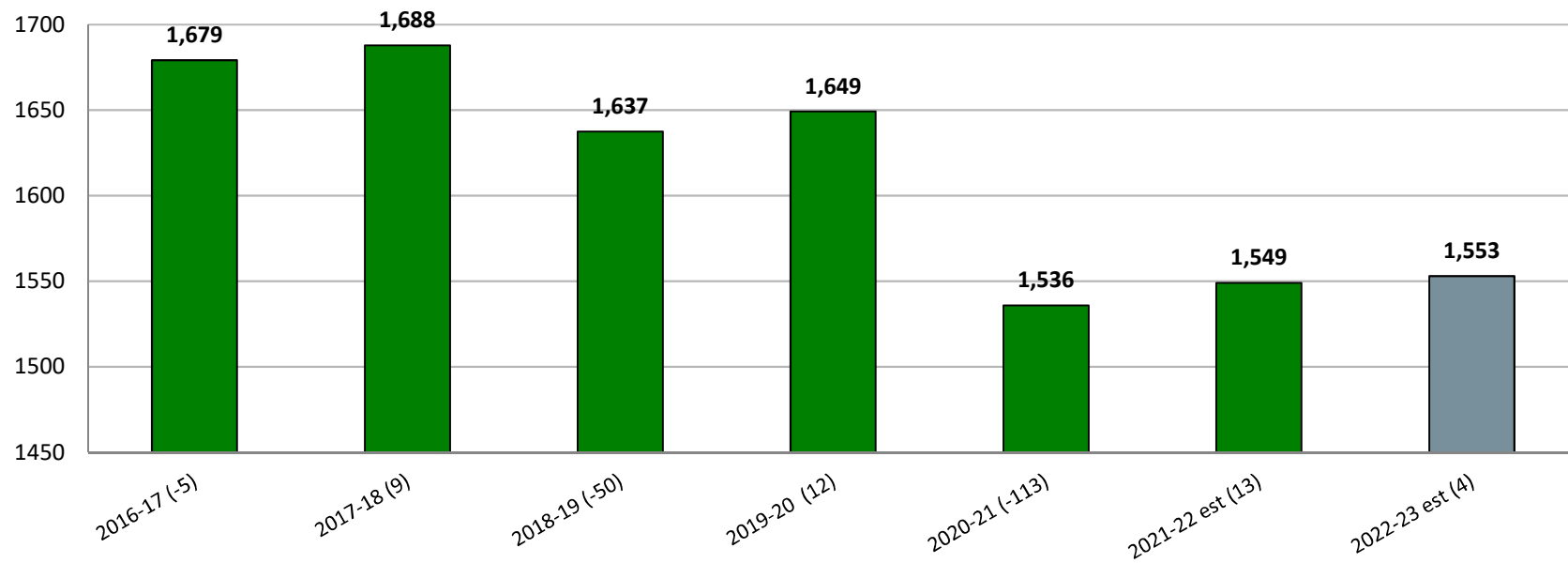
State Aid Formula allowance \$6,863 (2.0% increase from prior year).

Salary contracts are based on actual settlement for the Teachers and projected cost for other employees. Staff adjustments based on projected enrollment and utilization of Covid funds are included in budget estimates.

Estimated 2% inflation on other expenditures. The budget represents estimates of revenues and expenditures for next year. Budgets will be reviewed in the Fall and updated throughout the year based on actual enrollments and staffing.

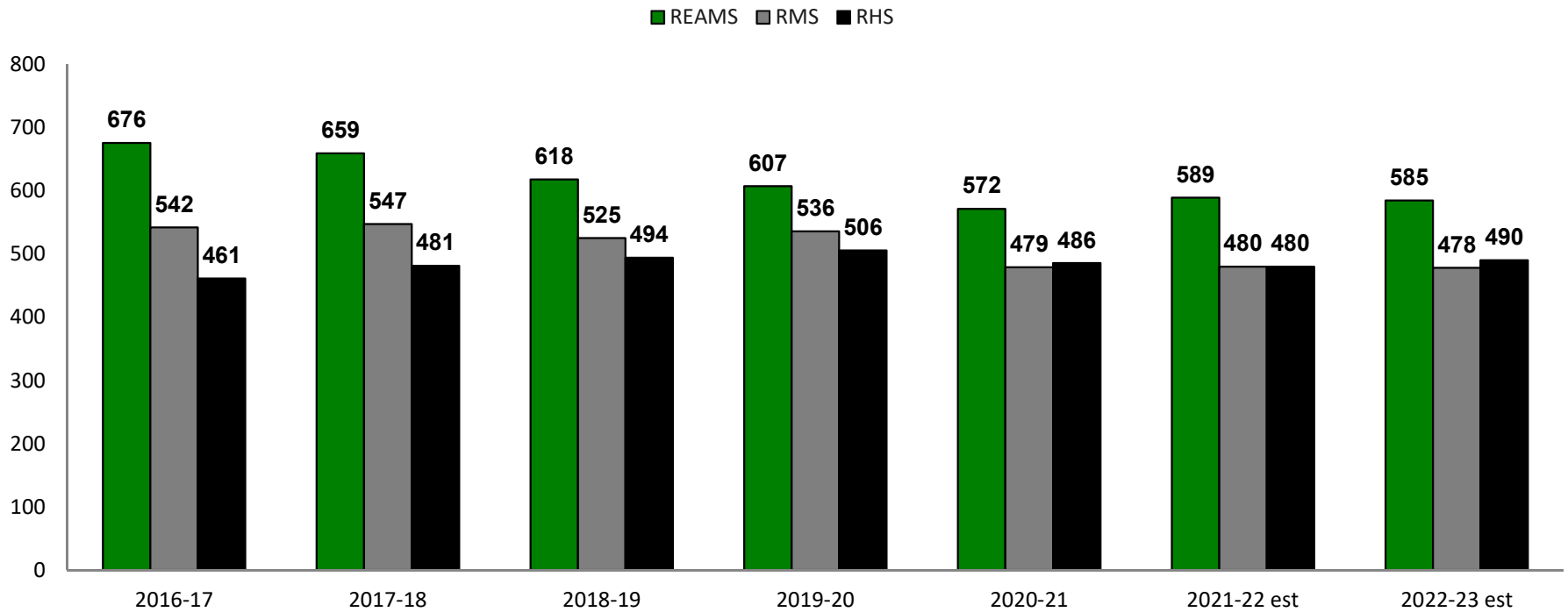


Enrollment Trend



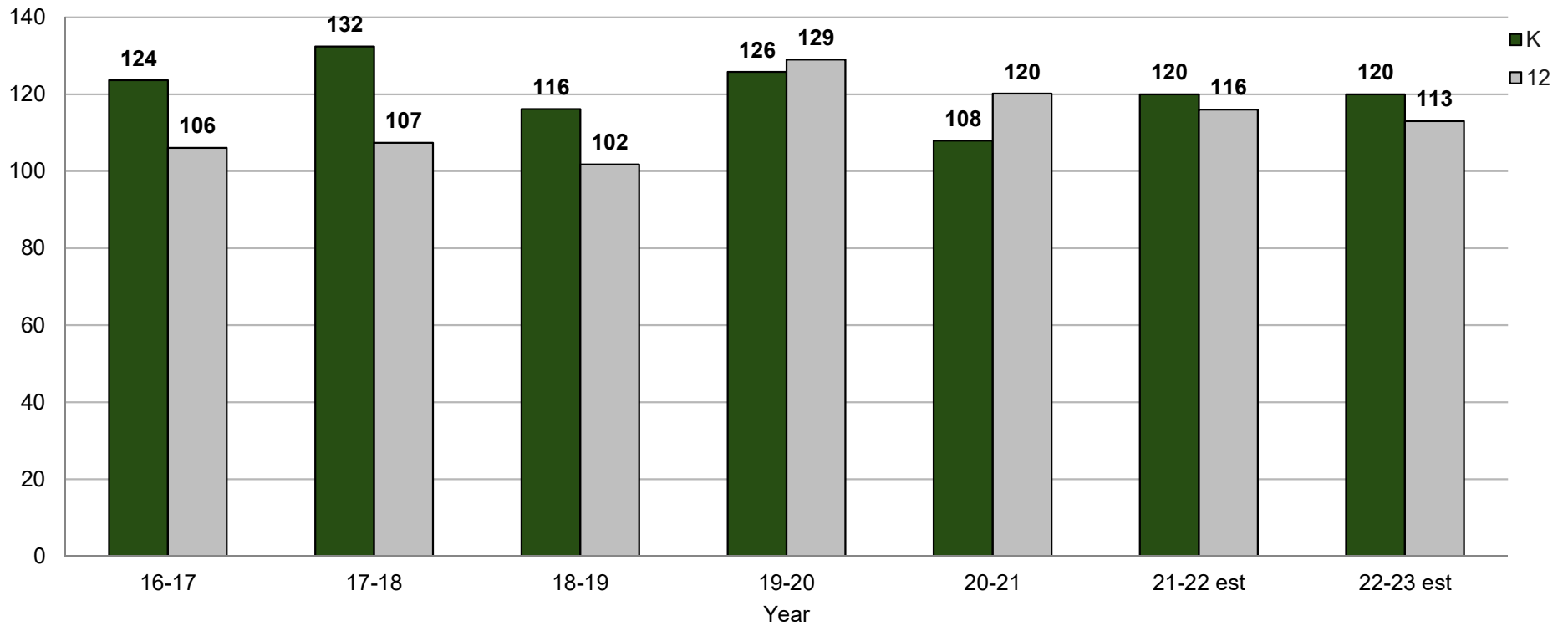


Enrollment Trend per building





12th Graders vs Kindergarten Enrollment

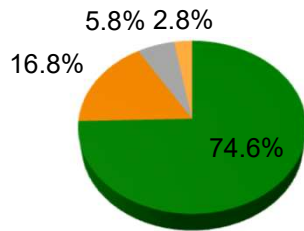




Who is paying our bills to operate our schools?

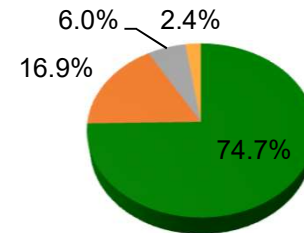
Revenue Source	Est FY22 Revised	FY22 %	Est FY 23 Budget	FY23 %
State Revenues	\$15,767,861	74.6%	\$16,301,089	74.7%
Local Levy Revenues	\$3,551,580	16.8%	\$3,690,030	16.9%
Federal Revenues	\$1,231,034	5.8%	\$1,299,365	6.0%
Incoming Other Funds	\$593,329	2.8%	\$525,004	2.4%
Total	\$21,143,804	100.0%	\$21,815,488	100.00%

Est Revised Budget FY2021-22



- State Revenues
- Local Levy Revenues
- Federal Revenues
- Incoming Other Funds

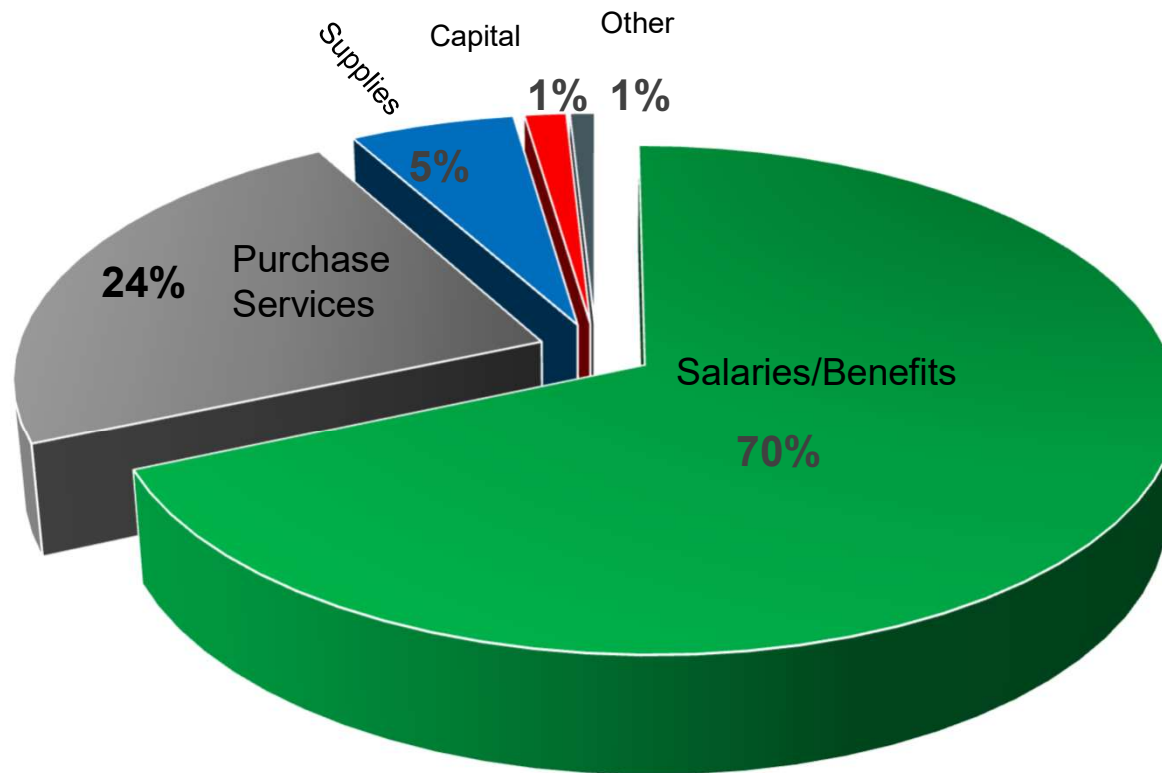
Est Adopted Budget FY2022-23



- State Revenues
- Local Levy Revenues
- Federal Revenues
- Incoming Other Funds



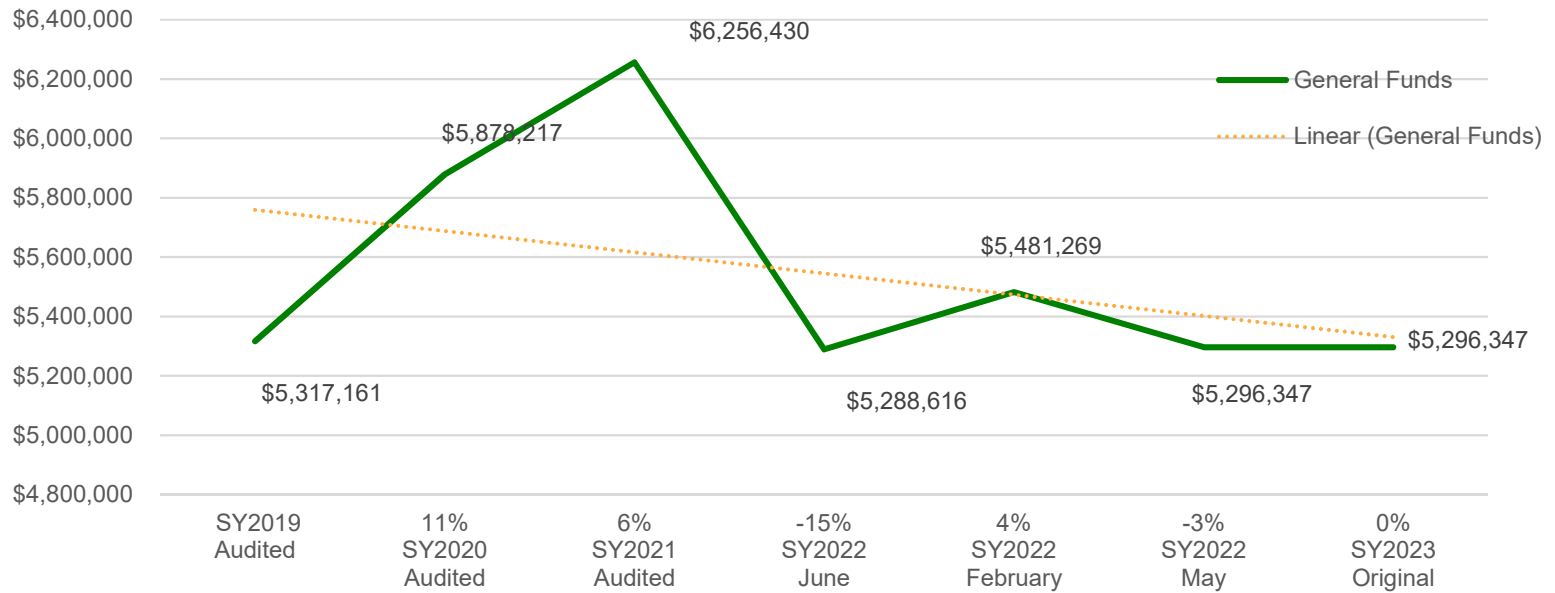
General Funds Allocations – A People Centric Industry





General Fund

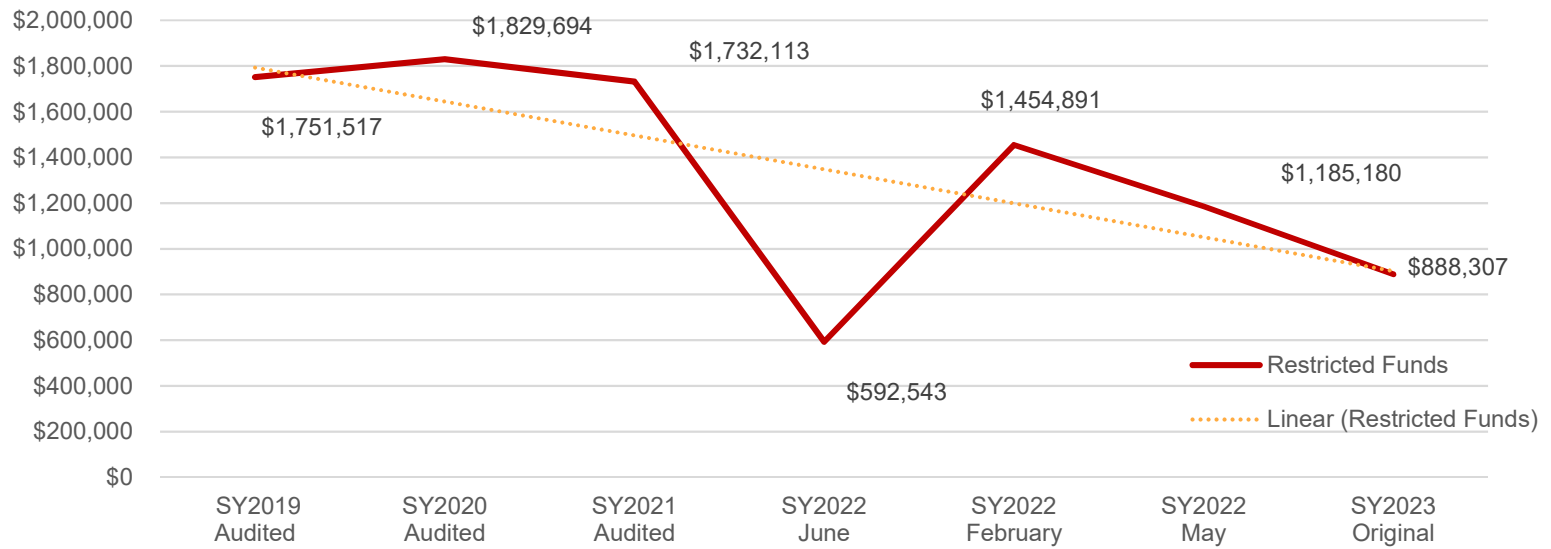
GENERAL FUND TOTAL FUND BALANCE TREND 2019 - 2023





General Fund

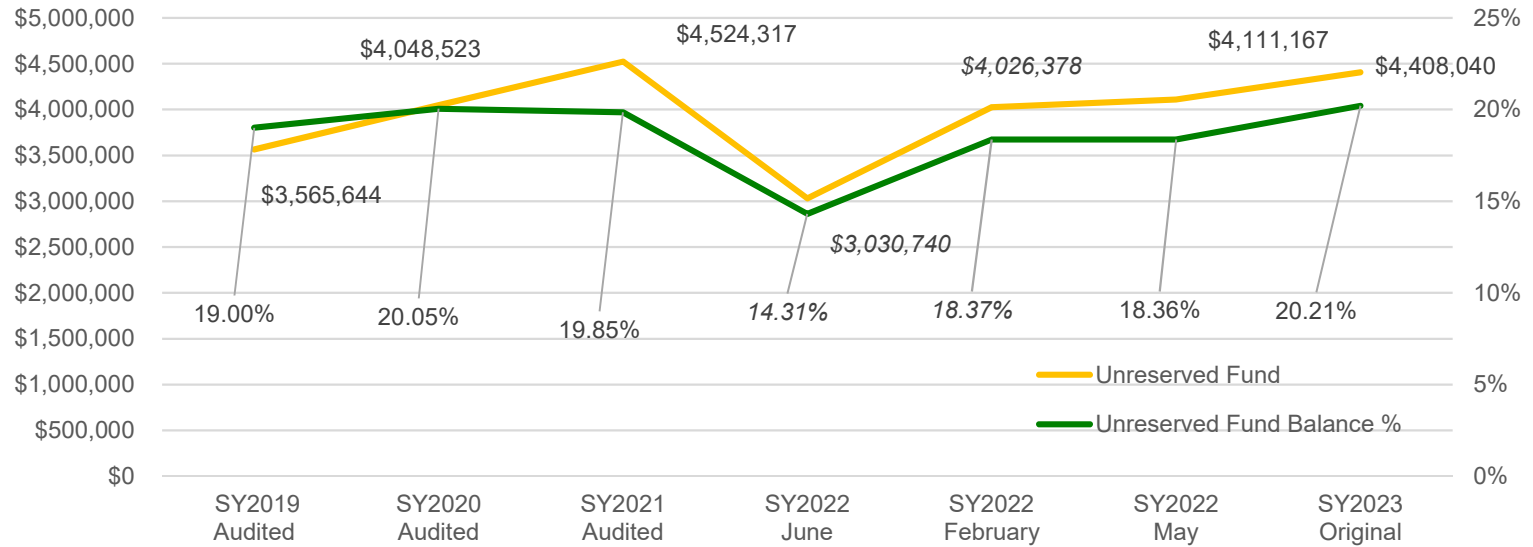
GENERAL FUND RESTRICTED FUNDS TREND 2019 - 2023





General Fund

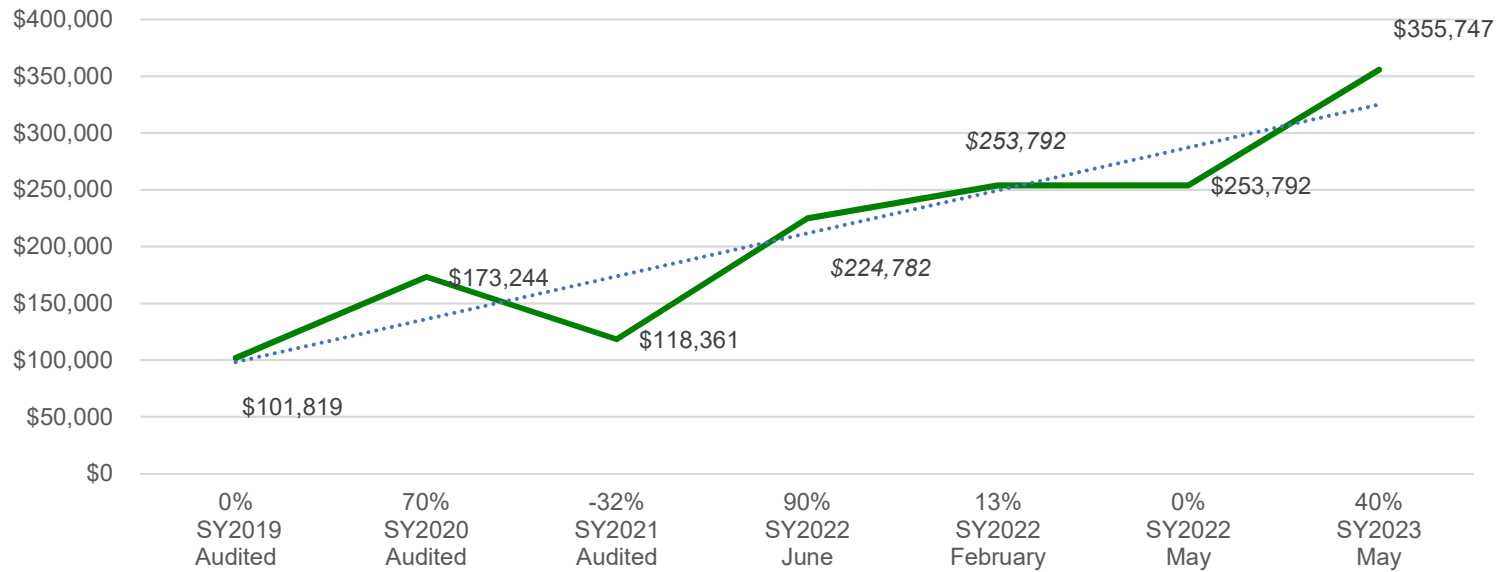
GENERAL FUND UNRESERVED FUNDS TREND 2019 - 2023





Food Service

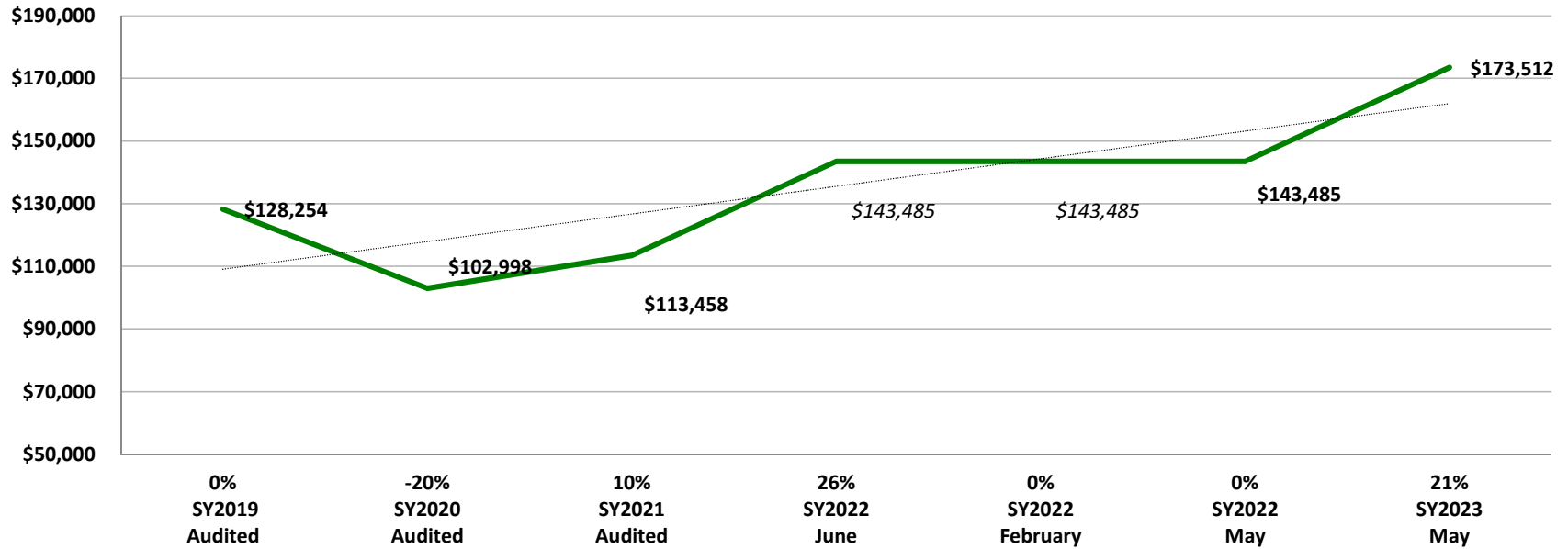
FOOD SERVICE FUND BALANCE TREND 2019 - 2023





Community Education

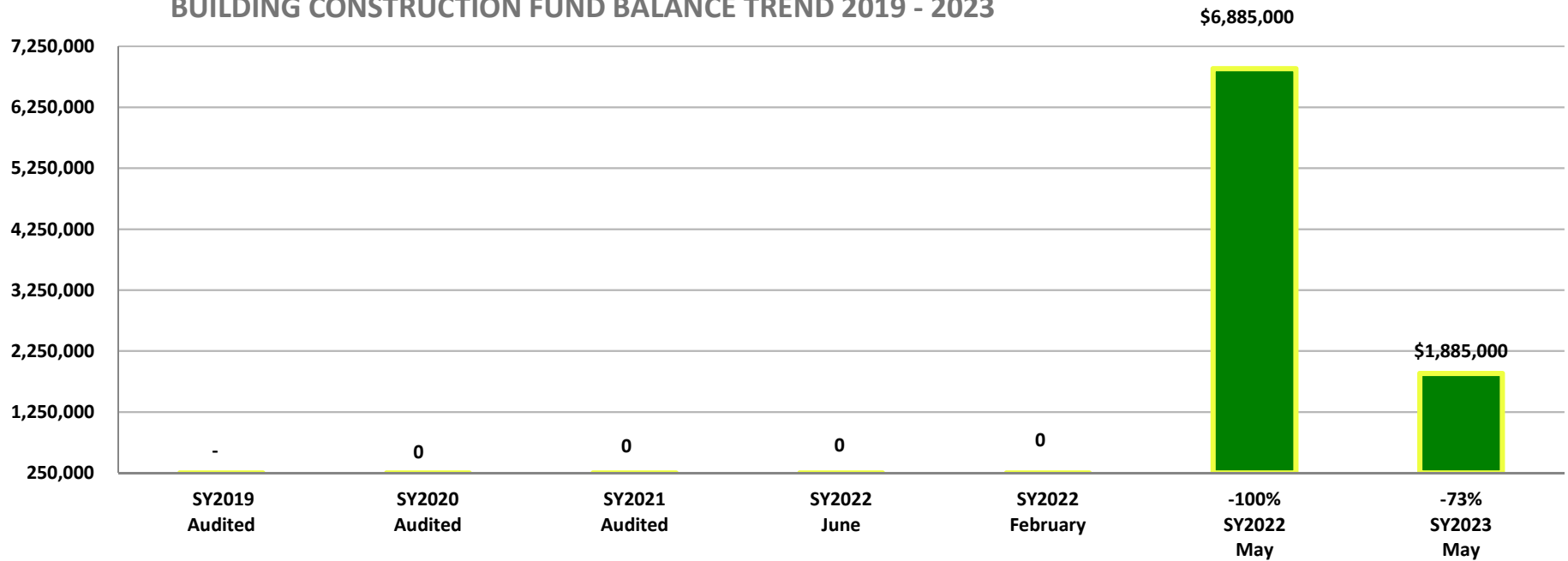
COMMUNITY EDUCATION FUND BALANCE TREND 2019 - 2023





Building Construction

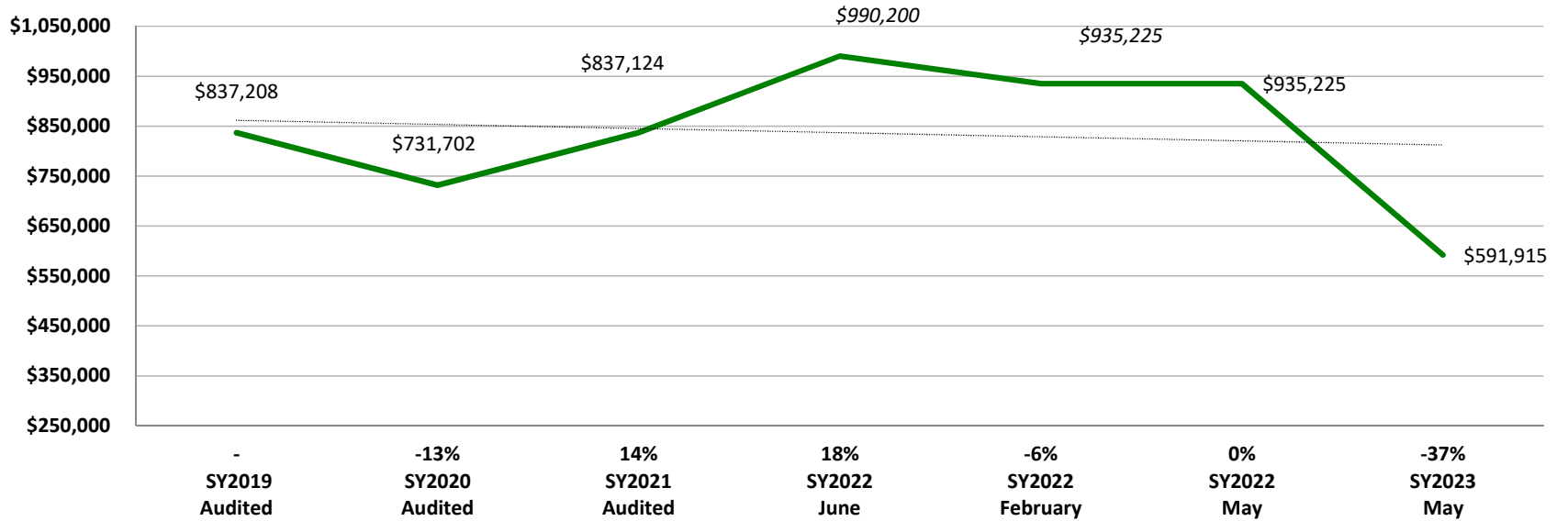
BUILDING CONSTRUCTION FUND BALANCE TREND 2019 - 2023





Debt Service

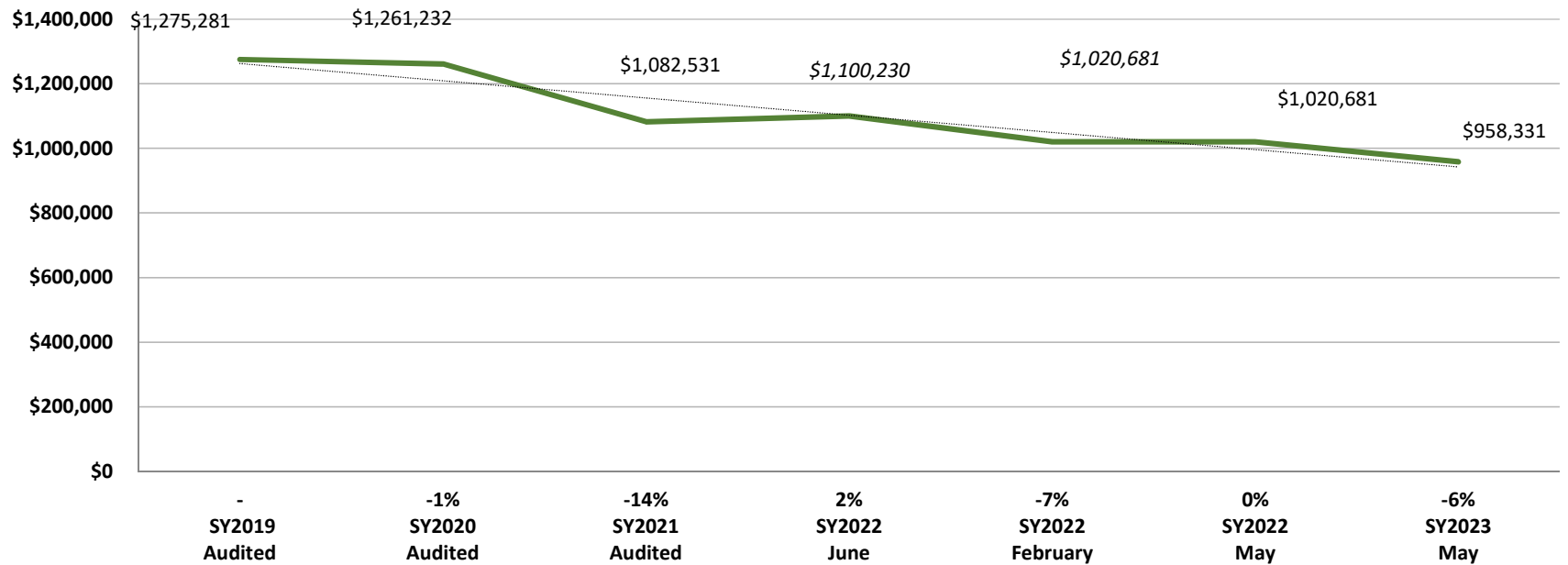
DEBT SERVICE FUND BALANCE TREND 2019 - 2023





Other Post Employment Benefits (OPEB)

OPEB FUND BALANCE TREND 2019 -2023





Questions/Comments

Tanley Lego
Business Manager
Rockford Area Schools District
legot@rockford.k12.mn.us



**ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION**

Subject: Approve ICS Consulting Contracts B132, C132 and G802.

Meeting Date: May 16, 2022

Prepared by: Tanley Lego

Date Prepared: May 11, 2022

Information Briefing Action Enclosure Item(s)

We recommend to approve the following contracts for Construction Management Services with ICS Consulting LLC for our upcoming Construction projects related to the Abatement Bonds.

- Master Service Agreement for District Wide Improvement Projects related to long term planning (B132-2019)
- ICS Consulting LLC as our Construction Manager advisor (C132-2019)
- Professional Service Agreement related to the Rockford Elementary and Middle School Parking Lot Improvement Projects (G802-2017).

 **AIA[®] Document B132[™] – 2019*****Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition***

AGREEMENT made as of the First day of May in the year Two Thousand Twenty-Two
(Paragraph deleted)

BETWEEN ICS Consulting, LLC's ("ICS") client identified as the Owner:

Rockford Area Schools, Independent School District 883
6051 Ash Street
Rockford, MN 55373

and ICS:

ICS Consulting, LLC
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

for the following Project:

Master Service Agreement for District Wide Improvement Projects related to long range planning.

Rockford High School, 7600 County Road 50, Rockford, MN 55373

Rockford Middle School, 6051 Ash Street, Rockford, MN 55373

(Paragraphs deleted)

Rockford Elementary School, 7650 County Road 50, Rockford, MN 55373

The Owner and ICS agree as follows.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ICS'S RESPONSIBILITIES
3	SCOPE OF ICS'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is entered into between Owner and ICS, a professional Owner's Representative and Construction Management firm and is based on the Initial Information set forth in this Section 1.1 and Exhibit A to this Agreement, entitled AIA Document C132™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. Exhibit A is expressly incorporated into this Agreement as if fully set forth herein.

All references to "Architect" shall mean ICS and its consultants. The term "Architect of Record" shall mean the architectural firm serving as a consultant to ICS for the Project.

§ 1.1.1 The Owner's program for the Project:
(Paragraph deleted)

Owner will require documentation of funding, Department of Education submittals and project accounting per State of Minnesota Statutes.

§ 1.1.2 The Project's physical characteristics:
(Paragraph deleted)

Various improvement projects at all current and potential future sites.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Paragraph deleted)

TBD – Each individual project will have a fee letter detailing project budget, ICS services and fee.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Varies

.2 Construction commencement date:

Init.

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:

Varies depending on project

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

N/A

(Paragraphs deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

Rockford Area Schools, Independent School District 883
6051 Ash Street
Rockford, MN 55373
Rhonda Dean, Superintendent

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review ICS's submittals to the Owner are as follows:

(Paragraph deleted)

The Owner's representative identified in Section 1.1.8 shall obtain any necessary approvals of the Owner's School Board to the extent specifically required by law. ICS and Owner will develop a protocol to ensure that any expenditure or other item that must be approved by the School Board under Minnesota law is promptly presented to the School Board for approval without causing unnecessary or avoidable delays. Owner will be responsible for ensuring that any legally required School Board approvals are obtained.

§ 1.1.10 The Owner shall retain the following consultants and Contractors:

(Paragraph deleted)

.1 Construction Manager:

ICS

.2 Land Surveyor:

.3 Geotechnical Engineer:

.4 Civil Engineer:

.5 Other consultants and Contractors:

§ 1.1.11 ICS identifies the following representative in accordance with Section 2.4:

Ryan Hoffman, Project Development Manager
ICS
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

§ 1.1.12 ICS shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Civil Engineer:

Bolton Menk
7575 Golden Valley Road, Suite 200
Minneapolis, MN 55427

.2 Mechanical Engineer:

CMTA
1331 Tyler Street N.E., Suite 201
Minneapolis, MN 55413

.3 Electrical Engineer:

CMTA
1331 Tyler Street N.E., Suite 201
Minneapolis, MN 55413

.4 Architect:
TBD

§ 1.1.12.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and ICS may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and ICS shall appropriately adjust ICS's services, schedule for ICS's services, and ICS's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. Unless otherwise stated in the Agreement, the parties will use AIA

Init.

Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by ICS. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by ICS.

ARTICLE 2 ICS'S RESPONSIBILITIES

§ 2.1 ICS shall provide professional services as set forth in this Agreement and in Exhibit A. The parties understand and agree that ICS and its consultants will provide design, engineering and construction management services for the Project. The parties understand and agree that the architect and engineers of record for the Project are consultants to ICS and that ICS shall not perform architectural or engineering services for which it is not licensed.

§ 2.2 ICS shall perform its services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. ICS shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 ICS shall provide its services in conjunction with the services described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as amended for the Project.

§ 2.4 ICS shall identify a representative authorized to act on behalf of ICS with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, ICS shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise ICS's professional judgment with respect to this Project.

§ 2.6 ICS shall purchase and maintain such insurance including professional liability insurance as will protect ICS from all claims which may arise from ICS's performance of its services under this Agreement. Prior to commencing the work, ICS shall provide a certificate of insurance to the Owner showing its insurance coverages, and ICS shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following amounts:

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

(Paragraphs deleted)

Init.

ARTICLE 3 SCOPE OF ICS'S BASIC SERVICES

§ 3.1 ICS shall provide design services through licensed consultants, including customary architectural, structural, mechanical, civil and electrical engineering services, and other services necessary to produce a complete set of Construction Documents. The parties agree and understand that all other architectural and engineering services shall be provided by the Architect of Record or engineer of record as a consultant to ICS. It is expressly understood by the Owner and ICS that contracts for such professional services are not subject to competitive bidding requirements. All professionals providing such services whether directly by ICS or under a consultant contract with ICS shall be qualified, and where required, properly licensed and/or certified to perform these services. Upon the Owner's request, ICS shall furnish copies of the scope of consulting services in the contract between ICS and ICS's consultants.

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

§ 3.1.2 ICS shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. ICS shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, and the Owner's other consultants. ICS shall provide prompt written notice to the Owner if ICS becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, ICS shall submit, for the Owner's approval, a schedule for the performance of ICS's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This 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 ICS or Owner. With the Owner's approval, ICS shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 ICS shall participate in developing and revising the Project schedule as it relates to ICS's services. ICS shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of ICS's services.

§ 3.1.5 ICS shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without ICS's written pre-approval.

§ 3.1.6 ICS shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. ICS, through its consultants, shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 ICS shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 ICS shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. ICS shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, ICS, through its consultants, shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, ICS, through its consultants, shall prepare Schematic Design Documents for the Owner's approval. 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 representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 ICS, through its consultants, shall consider sustainable 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.

§ 3.2.5.2 ICS shall consider with the Owner 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.

§ 3.2.6 ICS, through its consultants, shall submit the Schematic Design Documents to the Owner.

§ 3.2.7 Upon receipt of review comments and cost estimate at the conclusion of the Schematic Design Phase, ICS shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, ICS shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, ICS shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 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, ICS, through its consultants, shall prepare Design Development Documents for the Owner's approval illustrating and describing 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 other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, ICS, through its consultants, shall submit the Design Development Documents to the Owner, take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

(Paragraph deleted)

§ 3.4 Construction Documents Phase Services

§ 3.4.1 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, ICS, through its consultants, shall prepare Construction Documents for the Construction Manager's review and 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and ICS acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which ICS shall review in accordance with Section 3.6.4.

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

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§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, ICS shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, ICS shall submit the Construction Documents to the Owner, take action as required under Section 6.5, and request the Owner's approval of the Construction Documents.

(Paragraph deleted)

§ 3.5 Procurement Phase Services

§ 3.5.1 General

ICS shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, ICS shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 ICS shall assist the Owner in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, ICS shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 ICS 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.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 ICS shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 3.6.1.2 ICS shall advise and consult with the Owner during the Construction Phase Services. ICS shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. ICS 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 ICS be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. ICS shall be responsible for its negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, ICS's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect of Record issues the final Certificate for Payment.

§ 3.6.2 Observations of the Work

§ 3.6.2.1 ICS, through its consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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, ICS shall not 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, ICS shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 ICS has the authority to reject Work that does not conform to the Contract Documents and shall notify the Owner about the rejection. Whenever ICS considers it necessary or advisable, ICS, upon written authorization from the Owner, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of ICS 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 ICS to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 ICS, through its consultants, shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Owner or Contractors. ICS's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of ICS 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, ICS shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. ICS's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 ICS shall render Initial Decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect of Record, as a consultant to ICS, shall review and certify an application for payment. Within seven days after the Architect of Record receives an application for payment the Architect of Record shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect of Record shall review the Contractor's Application and Certificate for Payment and certify the amount due the Contractor and issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect of Record shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, and shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect of Record's certification for payment shall constitute a representation to the Owner, based on (1) the Architect of Record's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) that, to the best of the Architect of Record's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect of Record.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect of Record 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 suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect of Record shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 ICS shall review the Contractor's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. ICS'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 ICS's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect of Record, as a consultant to ICS, shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, transmitted to the Architect of Record. The Architect of Record's review of the submittals shall only be 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 Contractors' responsibilities. The Architect of Record's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect of Record's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect of Record shall specify the appropriate performance and design criteria that such services must satisfy. The Architect of Record shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect of Record. The Architect of Record's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. ICS and the Architect of Record shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.2, ICS shall review and respond to requests for information about the Contract Documents. ICS 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. ICS's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect of Record shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 ICS shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 ICS shall prepare, review and sign, or take other appropriate action, on Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 ICS may order 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. Such changes shall be effected by written order issued by ICS.

§ 3.6.5.3 ICS shall maintain records relative to changes in the Work.

§ 3.6.5.4 If ICS determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, ICS shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, ICS shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of ICS. With the Owner's approval, ICS shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect of Record, as a consultant to ICS, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect of Record's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 ICS's observations shall be conducted to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, ICS shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 ICS shall forward to the Owner the following information received from the Contractors: (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 Contractors under the Contract Documents.

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Additional Services listed below are included in ICS's Basic Services if identified as ICS's responsibility. Other additional services may be required for the Project that are not being provided as part of ICS's Basic Services. ICS shall provide the other listed Additional Services (list as Not Provided) in the table below as ICS's responsibility, if mutually agreed upon in writing, and the Owner shall compensate ICS for such Additional Services as provided in this Agreement. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor ICS is designated, the parties agree that the listed Additional Service is not being provided for the Project.

Additional Services	Responsibility <i>(ICS, Owner or Not Provided)</i>
§ 4.1.1.1 Assistance with selection of Construction Manager	ICS
§ 4.1.1.2 Programming	ICS
§ 4.1.1.3 Multiple preliminary designs	ICS
§ 4.1.1.4 Measured drawings	ICS
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	ICS
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	ICS
§ 4.1.1.10 Landscape design	ICS
§ 4.1.1.11 Architectural interior design	ICS
§ 4.1.1.12 Value analysis	ICS
§ 4.1.1.13 Cost estimating	ICS
§ 4.1.1.14 On-site project representation	ICS
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	ICS
§ 4.1.1.17 As-constructed record drawings	Contractor
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 ICS's coordination of the Owner's consultants	ICS
§ 4.1.1.22 Telecommunications/data design	ICS
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	ICS
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	ICS
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.2 Additional Services may be provided after execution of this Agreement, if mutually agreed upon in writing, without invalidating the Agreement. ICS shall notify the Owner in writing of the need for the Additional Services prior to providing such services. If the Owner deems that all or a part of such Additional Services are not required, the Owner shall give prompt written notice to ICS, and ICS shall have no obligation to provide those services. Except for services required due to the sole fault of ICS, any Additional Services provided in accordance with this Section 4.2 shall entitle ICS to compensation pursuant to this Agreement.

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

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- .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 size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .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 models or other design documentation 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;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where ICS is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than ICS.

§ 4.2.2 To avoid delay in the Construction Phase, ICS shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of ICS's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to ICS of the Owner's determination. The Owner shall compensate ICS for the services provided prior to ICS's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by ICS;
- .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;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 ICS shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, ICS shall notify the Owner:

- .1 Thirty (30) visits to the site by the design team over the duration of the Project during construction
- .2 Reasonable observations 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
- .3 Reasonable observations for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent ICS incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed by Varies , through no fault of ICS, extension of ICS's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify ICS. The Owner and ICS shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for ICS to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve ICS's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of ICS's services.

§ 5.5 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 other 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.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include 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.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by ICS. Upon ICS's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of ICS in this Agreement, or authorize ICS to furnish them as an Additional Service, when ICS requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 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.

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§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to ICS if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in ICS's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and ICS about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify ICS of the substance of any direct communications between the Owner and the Contractors otherwise relating to the Project. Communications by and with ICS's consultants shall be through ICS.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate ICS's duties and responsibilities set forth in the Contracts for Construction with ICS's services set forth in this Agreement. The Owner shall provide ICS a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

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

§ 5.16 Within 15 days after receipt of a written request from ICS, the Owner shall furnish the requested information as necessary and relevant for ICS to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 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 ICS and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of ICS; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent ICS's judgment as a professional engineer. It is recognized, however, that neither ICS 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, ICS 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 ICS.

(Paragraph deleted)

§ 6.3.1 In preparing estimates of the Cost of Work, ICS shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. ICS's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, ICS shall provide and be compensated for such an estimate as an Additional Service under this Agreement.

§ 6.4 If, through no fault of ICS, the Procurement Phase has not commenced within 90 days after ICS submits the Construction Documents to the Owner, 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.

§ 6.5 If at any time ICS's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work,
(Paragraphs deleted)

ICS 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 ICS in making such adjustments.

§ 6.6 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 this Agreement;
- .4 in consultation with ICS, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

(Paragraph deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 ICS and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 ICS and its consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of ICS and its consultants.

§ 7.3 ICS grants to the Owner a nonexclusive license to use ICS's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. ICS shall obtain similar nonexclusive licenses from ICS's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If ICS rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases ICS and its consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless ICS and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of ICS. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to ICS and ICS's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and ICS shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and ICS waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and ICS waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may

Init.

have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction, as amended for the Project. The Owner or ICS, as appropriate, shall require of contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The Architect’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 ICS and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation. The parties agree that mediation through a private mediator shall be held within six (6) months after notice of the claim, dispute or other matter in question is provided to the other party, or within thirty (30) days before the hearing date for any dispositive motion, whichever is earlier. The parties shall mutually select the mediator within seven (7) days of the delivery of a mediation demand to the other party to this Agreement, or if the parties do not agree the mediator shall be appointed by the district court in the jurisdiction where the Project is located.

(Paragraph deleted)

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Paragraph deleted)

Litigation in a court of competent jurisdiction

If the Owner and ICS do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to ICS in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at ICS’s option, cause for suspension of performance of services under this Agreement. If ICS elects to suspend services, ICS shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, ICS shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay ICS all sums due prior to suspension and any expenses incurred in the interruption and resumption of ICS’s services. ICS’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, ICS shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, ICS shall be compensated for expenses incurred in the interruption and resumption of ICS’s services. ICS’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the proven fault of ICS, ICS may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to ICS for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or terminates this Agreement through no fault of ICS, or if ICS terminates this Agreement pursuant to Section 9.1, 9.3 or 9.4, the Owner shall compensate ICS for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to ICS's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or ICS terminates this Agreement pursuant to Section *(Paragraphs deleted)* 9.1, 9.3 or 9.4, the Owner shall pay to ICS the following Termination Fee: Twenty-Five percent (25%), of total unbilled fees.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use ICS's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and ICS, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor ICS shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to ICS by the Owner prior to the assignment.

§ 10.4 If the Owner requests ICS to execute certificates, the proposed language of such certificates shall be submitted to ICS for review at least 14 days prior to the requested dates of execution. If the Owner requests ICS to execute consents reasonably required to facilitate assignment to a lender, ICS shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to ICS for review at least 14 days prior to execution. ICS shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or ICS. There shall be no third-party beneficiaries of, from arising out of or relating to this Agreement.

§ 10.6 ICS shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 ICS shall have the right to include photographic or artistic representations of the design of the Project among ICS's promotional and professional materials. ICS shall be given reasonable access to the completed Project to make such representations. However, ICS's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised ICS in writing of the specific information considered by the Owner to be

confidential or proprietary. The Owner shall provide professional credit for ICS in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If ICS or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 ICS and the Owner each acknowledge that they have reviewed and familiarized themselves with this Agreement, including Exhibit A and all attachments, that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect, and that ICS and Owner agree to be bound by the terms and conditions contained therein.

§ 10.11 ICS and the Owner specifically understand and agree that at all times pertinent to this Agreement ICS and ICS's consultants shall be independent professionals and shall not be considered employees of the Owner.

§ 10.12 Notice Pursuant to Minnesota Statute 13.05

(a) If a government entity enters into a contract with a private person to perform any of its functions, all of the data created, collected, received, stored, used, maintained, or disseminated by the private person in performing those functions, is subject to the requirements of this chapter and the private person must comply with those requirements as if it were a government entity. All contracts entered into by a government entity must include a notice that the requirements of this subdivision apply to the contract. Failure to include the notice in the contract does not invalidate the application of this subdivision. The remedies in Section 13.08 apply to the private person under this subdivision.

(b) This subdivision does not create a duty on the part of the private person to provide access to public data to the public if the public data are available from the government entity, except as required by the terms of the contract.

§ 10.13 Notice Pursuant to Minnesota Statute, Section 16C.05

The books, records, documents, and accounting procedures and practices of ICS that are relevant to the Agreement are subject to examination by the Owner and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. If the Owner requests that the state auditor examine the books, records, documents, and accounting procedures and practices of ICS, the Owner shall be liable for the cost of the examination.

§ 10.14 This Agreement can only be amended or modified by a writing signed by authorized representatives of the Owner and ICS.

§ 10.15 No Waiver Unless otherwise specified in the Agreement, any Party’s failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party’s right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

ARTICLE 11 COMPENSATION

§ 11.1 For ICS’s Basic Services described under Article 3, the Owner shall compensate ICS as follows:

.1 Stipulated Sum

Fees will be determined on a per project basis and within the AIA G802 provided by ICS for Owner review and approval prior to commencement of the project

.2 Percentage Basis

() % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.1 and 4.2, the Owner shall compensate ICS as follows:

The amount invoiced to ICS plus Ten percent (10%)

§ 11.4 Compensation for Supplemental and Additional Services of ICS’s consultants when not included in Section 11.3, shall be the amount invoiced to ICS plus ten percent (10%), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

AIA G802 Execution	Ten	percent (10	%)
Schematic Design	Fifteen	percent (15	%)
Design Development Phase	Fifteen	percent (15	%)
Construction Documents Phase	Thirty-Five	percent (35	%)
Bidding / Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)

(Row deleted)

Total Basic Compensation	One Hundred	percent (100	%)
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The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, ICS may be providing its services in multiple Phases simultaneously. Therefore, ICS shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent

budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis 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. ICS shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The 2022 hourly billing rates for services of ICS and ICS's consultants are set forth below. The rates shall be adjusted in accordance with ICS's and ICS's consultants' normal review practices on an annual basis.

Personnel Description	Rate / Hour
Construction Executive	\$180.00
Project Director	\$150.00
Safety Director	\$125.00
Senior Project Manager	\$120.00
Project Manager	\$115.00
General Superintendent	\$120.00
Site Superintendent	\$110.00
Project Engineer	\$90.00
Clerical / Accounting	\$65.00
Flat Rates for Reimbursable Items	Rate Monthly / Weekly
<i>(Row deleted)</i>	
Site Trailer	\$900.00 per month
Office Supplies / Equipment	\$300.00 per month
Phones / Internet / Technology	\$550.00 per month
Superintendent Truck	\$1,000.00 per month
Project Construction Mileage	\$1,000.00 per month
Pre-Construction Mileage	\$250.00 per month
Superintendent Lodging / Meals	\$1,000.00 per week

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by ICS and ICS's consultants directly related to the Project, as follows:

.1

(Paragraphs deleted)

Fees paid for securing approval of authorities having jurisdiction over the Project;

(Paragraphs deleted)

- .2 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .3 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .4 ICS Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by ICS Consultant's;
- .5 All taxes levied on professional services and on reimbursable expenses;
- .6 Professional services of consultants other than architecture, mechanical, electrical, civil and structural.
- .7 All site related services including project manager, site superintendent, general superintendent, trailer, office supplies and equipment, etc.;
- .8 Transportation and authorized out-of-town travel and subsistence;
- .9 Long distance services, dedicated data and communication services, teleconferences, Project web sites and extranets;
- .10 Printing, reproduction, plots, standard form documents; and
- .11 Postage, handling and delivery.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by ICS and ICS's consultants plus ten percent (10%) of the expenses incurred.

§ 11.8.3 General Conditions are in addition to the compensation for ICS professional services under Article 3 and include expenses incurred by ICS and ICS's sub consultants directly related to the Project, as follows:

- .1 All site related contracted services including temporary sanitation, temporary utilities, construction cleaning/waste management, testing, fencing/security, temporary enclosures, snow plowing, temporary roads, winter conditions, etc.

§ 11.8.4 For General Conditions, the compensation shall be out of pocket expenses incurred by ICS and ICS's consultants plus an administrative fee of ten percent (10%) of the expenses incurred.

§ 11.9 ICS's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits ICS normally maintains, the Owner shall pay ICS for the additional costs incurred by ICS for the additional coverages as set forth below:

§ 11.10 Payments to ICS

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Varies (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the ICS's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of ICS.

5 % Five percent

§ 11.10.2.2 The Owner shall not withhold amounts from ICS's compensation to impose a penalty or liquidated damages on ICS, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless ICS agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Reimbursable and General Conditions expenses will be estimated during Schematic Design, Design Development and Construction Documents phases.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and ICS and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and ICS.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and ICS, Construction Manager as Adviser Edition, as amended for the Project.

Init.

.2 AIA Document G802™–2017, Amendment to the Professional Services Agreement, as amended for the Project.

.3
(Paragraphs deleted)

AIA Document C132™–2019, Standard Form Agreement Between Owner and ICS, where ICS provides Construction Manager Services as an Adviser to the Owner, as amended for the Project.

(Paragraphs deleted)

.4 Exhibit B – COVID-19 Addendum

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

OWNER *(Signature)*

Rhonda Dean, Superintendent
(Printed name and title)

ICS *(Signature)*

Andy Faulkner, Executive Vice President
(Printed name, title, and license number, if applicable)



AIA[®] Document C132[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the First day of May in the year Two Thousand Twenty-Two
(Paragraph deleted)
BETWEEN the Owner:

Rockford Area Schools, Independent School District 883
6051 Ash Street
Rockford, MN 55373

and ICS Consulting, LLC ("ICS"), the Construction Manager:

ICS Consulting, LLC
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

for the following Project:

Master Service Agreement for District Wide Improvement Projects related to long range planning.
Rockford High School, 7600 County Road 50, Rockford, MN 55373
Rockford Middle School, 6051 Ash Street, Rockford, MN 55373
(Paragraphs deleted)
Rockford Elementary School, 7650 County Road 50, Rockford, MN 55373

The Owner and ICS agree as follows.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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5	OWNER'S RESPONSIBILITIES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. All references to "Construction Manager" shall mean ICS and its consultants. The term "Architect" shall mean the architectural firm serving as a consultant to ICS for the Project.

§ 1.1.1 The Owner's program for the Project:

(Paragraph deleted)

Owner will require documentation of funding, Department of Education submittals and project accounting per State of Minnesota Statutes.

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

Various improvement projects at all current and potential future sites.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Paragraph deleted)

TBD – Each individual project will have a fee letter detailing project budget, ICS services and fee.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Provided by AIA G802

.2 Construction commencement date:

Provided by AIA G802

.3 Substantial Completion date or dates:

Provided by AIA G802

.4 Other milestone dates:

Provided by AIA G802

§ 1.1.5 The Owner intends the following procurement method for the Project:

Varies depending on project

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

N/A

(Paragraphs deleted)

§ 1.1.8 Other Project information:

N/A

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:

Rhonda Dean, Superintendent
Rockford Area Schools, Independent School District 883
6051 Ash Street
Rockford, MN 55373

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(Paragraph deleted)

The Owner's representative identified in Article 1.1.9 shall obtain any necessary approvals of the Owner's School Board to the extent specifically required by law. ICS and Owner will develop a protocol to ensure that any expenditure or other item that must be approved by the School Board under Minnesota law is promptly presented to the School Board for approval without causing unnecessary or avoidable delays. Owner will be responsible for ensuring that any legally required School Board approvals are obtained.

§ 1.1.11 The Owner shall retain the following consultants and Contractors:

(Paragraph deleted)

.1 Land Surveyor:

.2 Geotechnical Engineer:

.3 Civil Engineer:

- .4 Contractors, as defined in Section 1.4:
- .5 Separate Contractors, as defined in Section 1.4:
- .6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:

Brett Baldry, Vice President of Construction
ICS
1331 Tyler Street, Suite 101
Minneapolis, MN 55413

(Paragraphs deleted)

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:

N/A

(Paragraphs deleted)

§ 1.1.16 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall develop protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

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§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by skilled and experienced construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. The Construction Manager shall use reasonable efforts to complete its duties in a timely manner. The Construction Manager shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as amended for the Project.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner’s other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner’s other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager’s proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner’s consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner’s knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager’s judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement as will protect ICS from all claims which may arise from ICS’s performance of its services under this Agreement. Prior to commencing the work, ICS shall provide a certificate of insurance to the Owner showing its insurance coverages and ICS shall maintain such insurance in full force and effect at all times until the Work has been completed. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.1.

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

(Paragraphs deleted)

§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions.

(Paragraphs deleted)

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the information over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule for the Owner's acceptance. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the preparation of the Schematic Design, Design Development and Construction Documents progresses, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner and the

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Construction Manager, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Owner's approval. The Construction Manager shall inform the Owner in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the preparation of the Schematic Design, Design Development and Construction Documents progresses, the Construction Manager shall consult with the Owner and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall coordinate the division of the Project into individual contracts for the construction of various categories of Work. Because multiple contracts are to be awarded where possible, the Construction Manager shall review the Drawings and Specifications and prepare scopes of Work to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction. The Construction Manager shall keep the Owner apprised of Construction Manager proposed Work scopes prior to finalizing the divisions of Work with the Prime Contractors.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall determine the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to assist in minimizing the adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules in accordance with applicable law. The Construction Manager shall assist the Owner with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents, and shall assist the Owner with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Owner's approval.

§ 3.2.21 The Construction Manager shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall assist the Owner in coordinating all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum. The certification of an application for payment shall constitute the Construction Manager's representation to the Owner that the Construction Manager has reported to the Owner all defects in the Work or deviations from the Contract Documents that have been observed by or reported to the Construction Manager.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or

charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager 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 of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager'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 Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a log containing a record of weather, each 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.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its updates:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager. Consent shall not be unreasonably withheld.

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

§ 3.3.31 To the extent not addressed in the foregoing, the following shall be included as Basic Services by the Construction Manager. To the extent these address the same item described in the foregoing provisions, the duties will be read in combination. If they cannot be read consistently, the more specific provision will prevail. If an ambiguity or inconsistency remains, the following provisions shall prevail. Construction Manager shall:

1. Interact with the Owner and Architect during the course of the design process to provide advice regarding constructability, value engineering, and evaluation of design options.
2. Provide periodic updates of detailed construction estimate as design progresses to the Owner and Architect.
3. Develop construction phasing schedule and detailed construction schedule.
4. Determine the bid package organization for the Project.
5. Prepare a detailed scope of Work document to clarify the Work required for each individual bid package.
6. Perform final review of and assemble all the necessary bid package documents. Make bid packages available for bidders.
7. Handle pre-bid conferences, questions, site visits, etc. during the bid process.
8. Assist Owner in bid opening process and bid evaluation. Construction Manager shall review bids and make recommendations to the Owner. The Owner, in its discretion, may accept or reject any or all bids.
9. Manage, coordinate and oversee all construction activity and construction scheduling.
10. Administrate the Project Contracts, including the review and certification of all Applications for Payment.
11. Have a qualified Project Superintendent present on job site during all construction activity.
12. Collect and compile maintenance and operation manuals and information sheets for all as-installed equipment and fixtures.
13. Provide written status reports to Owner and Architect on a mutually agreed schedule.
14. Interact and meet frequently with Owner and Architect representatives during both pre-construction and construction phases.
15. Attend meetings to assist Owner, if requested by Owner.
16. Manage, coordinate, apply for, and arrange for Owner to purchase all applicable construction permitting except any permits which the contractors are required to obtain directly.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager’s responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.1. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility <i>(Construction Manager, Owner or not provided)</i>
§ 4.1.1.1 Measured drawings	ICS
§ 4.1.1.2 Tenant-related services	Not Provided
§ 4.1.1.3 Commissioning	ICS
§ 4.1.1.4 Development of a commissioning plan	ICS
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Not Provided
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	ICS
§ 4.1.1.8 Assistance with site selection	Not Provided
§ 4.1.1.9 Assistance with selection of the Architect	ICS
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	ICS
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Not Provided
§ 4.1.1.14 Stakeholder relationships management	Not Provided
§ 4.1.1.15 Owner moving coordination	ICS
§ 4.1.1.16 Coordination of Owner’s Separate Contractors	Owner
§ 4.1.1.17 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager’s responsibility is provided below.

TBD

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

TBD

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.1.

§ 4.2 Construction Manager’s Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.1.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The

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Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager 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 size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 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 other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Initial Decision Maker services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed by Varies , through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager. The Owner and the Construction Manager shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provide a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as

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Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. In no event shall the Owner's representative have authority to agree to any adjustments in the Contract Sum or Contract Time. All adjustments to the Contract Sum or Contract Time require approval by the Owner's Board unless the Board expressly delegates in writing to the representative, defined authority to approve specified sums or times. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, 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 other 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.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include 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.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 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.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 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 the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager 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 the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, 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 the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the

necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Owner and the Construction Manager agree that the work product the Construction Manager creates during its performance of this Agreement is proprietary information and may be copyrighted by the Construction Manager. The Owner shall not sell, share, or distribute the Construction Manager's work product to any party, individual or entity. The Owner has no right or title to the work product and shall not use the work product for any purpose other than those purposes directly benefitting the Project. The Construction Manager has the right to use, reproduce, and to make derivative works from documents and other data generated or collected during the performance of its services. If the Construction Manager seeks to use information collected during its performance of this Contract that is specific to the Owner and that is classified as public, or private, or confidential information under the Minnesota Government Data Practices Act (MGPDA), the consent of the Owner and, as to private or confidential data, the consent of the subject of the data shall be required to use such information, and the Owner or the subject of the data may elect not to provide consent to the Construction Manager. The Owner is entitled to keep electronic and hard copies of the Construction Manager's work product, including plans, specifications, and construction documents, created pursuant to the Agreement Contract. The Owner may, after receiving the Construction Manager's written approval, provide such documents to other professional service providers the Owner may retain after the Construction Manager's services under this Agreement are completed to assist with the construction, repair, maintenance, and preservation of its properties.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify, defend and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent, intentional or otherwise wrongful acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. The Construction Manager agrees, that in order to protect itself and the Owner under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances required by this Agreement. Nothing in this Agreement shall be construed to waive any immunities or limitations to which Owner is entitled under Minnesota Statute, Chapter 466 or otherwise.

§ 8.1.3.1 To the extent permitted by law, the Owner shall indemnify, defend and hold the Construction Manager and the Construction Manager's officers and employees harmless from and against damages, losses and judgements arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent, intentional or otherwise wrongful acts or omissions of the Owner and its employees, consultants or contractors in the performance of the Owner's obligations under this Agreement. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. The Owner agrees, that in order to protect itself and the Construction Manager under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurance required in this Agreement. Nothing in this Agreement shall be construed to waive any immunities or limitations to which Owner is entitled under Minnesota Statute, Chapter 466 or otherwise.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation. The parties agree that mediation through a private mediator shall be held within six (6) months after notice of the claim, dispute or other matter in question is provided to the other party, or within thirty (30) days before the hearing date for any dispositive motion, whichever is earlier. The parties shall mutually select the mediator within seven (7) days of the delivery of a mediation demand to the other party to this Agreement, or if the parties do not agree the mediator shall be appointed by the district court in the jurisdiction where the Project is located.

(Paragraph deleted)

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

Litigation in a court of competent jurisdiction

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the proven fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement through no fault of ICS, or pursuant to Section 9.1, 9.3, or 9.4, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.1, 9.3 or 9.4, the Owner shall pay to the Construction Manager the following termination fee:

(Paragraphs deleted)

Termination Fee: 25% of total unbilled fees.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, as amended for the Project. Except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Construction Manager and the Owner each acknowledge that they have reviewed and familiarized themselves with this Agreement and all attachments, that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect, and that the Construction Manager and Owner agree to be bound by the terms and conditions contained therein.

§ 10.11 The Construction Manager and the Owner specifically understand and agree that at all times pertinent to this Agreement the Construction Manager and its consultants shall be independent professionals and shall not be considered employees of the Owner.

§ 10.12 This Agreement can only be amended or modified by a writing signed by authorized representatives of the Owner and the Construction Manager.

§ 10.13 Notice Pursuant to Minnesota Statutes, Section 16C.05, subd. 5,

The books, records, documents, and accounting procedures and practices of the Construction Manager that are relevant to the Contract are subject to examination by the Owner and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. If the Owner requests that the state auditor examine the books, records, documents, and accounting procedures and practices of the Construction Manager, the Owner shall be liable for the cost of the examination.

§ 10.14 Notice Pursuant to Minnesota Statutes, Section 181.59.

The Owner and Construction Manager agree that the contractual agreement(s) between the Owner and any Contractor performing work on a Project pursuant to this Contract shall contain provisions by which the Contractor agrees:

- (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

- (3) That a violation of this section is a misdemeanor; and
- (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

§ 10.15 Notice Pursuant to Minnesota Statute 13.05, subd. 11:

- (a) If a government entity enters into a contract with a private person to perform any of its functions, all of the data created, collected, received, stored, used, maintained, or disseminated by the private person in performing those functions is subject to the requirements of this chapter and the private person must comply with those requirements as if it were a government entity. All contracts entered into by a government entity must include a notice that the requirements of this subdivision apply to the contract. Failure to include the notice in the contract does not invalidate the application of this subdivision. The remedies in section 13.08 apply to the private person under this subdivision.
- (b) This subdivision does not create a duty on the part of the private access to public data to the public if the public data are available from the government entity, except as required by the terms of the contract.

§ 10.16 No Waiver. Unless otherwise specified in the Agreement, any Party’s failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party’s right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

ARTICLE 11 COMPENSATION

§ 11.1 The Owner shall compensate the Construction Manager a stipulated sum as set forth in AIA G802™-2017, Amendment to the Professional Services Agreement signed by the Owner and ICS effective [May 1, 2022].

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as

(Paragraphs deleted)

Adviser, as amended for the Project.

(Paragraphs deleted)

- .2 AIA Document B132™–2019, Standard Form Agreement Between Owner and ICS, Construction Manager as Adviser Edition, as amended for the Project.

- .3 Exhibit B – COVID-19 Addendum

(Paragraphs deleted)

- .4 AIA Document G802™-2017, Amendment to the Professional Services Agreement, as amended for the Project.

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

OWNER (Signature)

Rhonda Dean, Superintendent
(Printed name and title)

ICS (Signature)

Andy Faulkner, Executive Vice President
(Printed name and title)



EXHIBIT B - COVID-19 Addendum

This COVID-19 Addendum ("Addendum") amends the April 4, 2022 Agreement ("Agreement") between Rockford Area Schools, Independent School District 883 ("Owner") and ICS Consulting, LLC ("ICS") for project(s) governed by the Agreement ("Project(s)"). The agreement is entered at a time where the State of Minnesota has either initiated multiple executive orders and/or recommendations due to the novel coronavirus (COVID-19) pandemic ("COVID-19 Pandemic"). These executive orders and/or recommendations have continued to consider construction, including engineering and architectural services, as critical businesses. To assure that the Project(s) requirements and schedule are met, the following requirements will apply to the Project(s). These requirements supplement any requirements in the Contract Documents and, where in conflict, supersede them.

- 1.) Representations of Consultant. ICS represents that it is aware of the existence of the COVID-19 Pandemic and the various federal, state, and local orders that have been issued that may affect the Project(s) and prosecution of work required by the Contract Documents and has taken them into account in entering the Agreement. ICS further represents that it has verified the availability of all personnel, materials, supplies, and equipment it will be utilizing for the Project(s), and reasonably believes that it has the ability to perform its services as required by the Agreement on the schedule contemplated by the Agreement
- 2.) Communications. If ICS obtains information that there may be a delay in the provision of any material, equipment, supply, or labor needed for the Project(s) due to COVID-19 Pandemic, ICS must take reasonable steps to promptly communicate the information it obtained with the Owner. ICS must also undertake all reasonable efforts to minimize the potential for delay.
- 3.) Substitutions. Upon determining the existence of a possible delay involving a contractor obtaining any material required for the Project(s) involving the COVID-19 Pandemic, ICS shall work with the contractor to identify and develop substitution information for that material. The substitution materials shall be provided to the Owner for the Owner's review and approval.
- 4.) Schedule Impacts. If an event(s) occurring during the course of the Project(s) involving the COVID-19 Pandemic are determined by ICS to have a potential effect on completion of the Project(s) by the date specified in the Contract Documents, ICS must take reasonable steps to promptly notify the Owner in writing. ICS and the Owner will then engage in an interactive consideration of alternatives available in responding to the identified event(s). The interactive discussion must include discussion of alternatives that will allow the timely completion of the Project(s).
- 5.) Contract Time and Sum Adjustments. If ICS believes the COVID-19 Pandemic has impacted its services under the Agreement, ICS may submit a claim to the Owner to extend the period for the performance of its services. The claim shall be accompanied by all material that supports the claim and any adverse impact on ICS services. If ICS demonstrates to the Owner's satisfaction that the COVID-19 Pandemic has adversely impacted ICS, to the extent permitted by law, the Owner shall not be responsible for any claim by ICS for any costs for additional services incurred by ICS because of the COVID-19 Pandemic, but the Owner shall extend the period for the performance of ICS's services to a date mutually agreed upon

between the Owner and ICS. If a date cannot be mutually agreed upon the claim shall be determined by the claim resolution protocol under the Agreement.

- 6.) Minnesota Statute § 15.411 (Public Works Contracts; No Damages for Delay Clauses). This Addendum shall not negate or alter the application of Minnesota Statute § 15.411 to the Agreement, this COVID-19 Addendum and the Project(s).

- End of Document -



AIA[®]

Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Rockford Area Schools, Independent
School District 883 - Parking Lot
Improvements

Rockford Elementary School
7650 County Road 50
Rockford, MN 55373

Rockford Middle School
6051 Ash Street
Rockford, MN 55373

OWNER: *(name and address)*
Rockford Area Schools, Independent
School District 883
6051 Ash Street
Rockford, MN 55373

AGREEMENT INFORMATION:
Date: May 1, 2022

ARCHITECT: *(name and address)*
ICS Consulting, LLC (ICS)
1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413

AMENDMENT INFORMATION:
Amendment Number: 001

Date: April 21, 2022

The Owner and Architect amend the Agreement as follows:

This Amendment supplements the B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, and the C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, dated May 1, 2022 between Rockford Area Schools, Independent School District 883 and ICS as (Program Manager or Construction Manager) for the project known as Rockford Elementary & Middle School Parking Lot Improvements.

General Summary:

The Rockford Elementary and Middle Schools need improvement to the facilities regarding student and visitor access. Projects have been identified and conceptually designed to provide new bus loop areas that separate the bus traffic and parent/visitor traffic to the buildings. Through construction of new paved areas, the access, safety and traffic management will greatly improved and provide the appropriate site use for current and future use of the facilities.

Specific areas to be addressed:

Elementary / High School Site

- New 15-18 bus turn around loop in the "rear" of the buildings
- New sidewalks from the bus loop to the buildings
- Appropriate drainage and pavement design
- Pavement markings for bus, parking, and recreation use
- Relocation of play equipment as needed
- Parking surface replacement as identified

Middle School Site

- New 15-18 bus turn around loop in the "rear" of the buildings
- New sidewalks from the bus loop to the buildings
- Appropriate drainage and pavement design
- Pavement markings for bus, parking, and recreation use
- Relocation of play equipment as needed

Construction Supervision Required:

ICS will provide Construction Oversight, Management and periodic Site Supervision in relation to these projects.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Elementary / High School Site:
Construction Budget: \$1,500,000.00

Middle School Site:
Construction Budget: \$750,000.00

Budget Summary:
Construction: \$2,250,000.00
Soft Costs: \$ 750,000.00
Total Project: \$3,000,000.00

Proposed Fee:
Fee Basis Amount: \$2,250,000.00
Reimbursable allocation: Per Master Service Agreement dated May 1, 2022
Additional fee proposed: \$0.00

Total Fee for project: \$247,500.00

Schedule Adjustment:
Design: Spring 2022
Bidding: May 2022
Construction: June 2022 - Fall 2022
Completion: September 2022

SIGNATURES:

ICS Consulting, LLC (ICS)

Rockford Area Schools, Independent
School District 883

ARCHITECT (*Firm name*)

OWNER (*Firm name*)

SIGNATURE

Andy Faulkner, Executive Vice
President

PRINTED NAME AND TITLE

SIGNATURE

Rhonda Dean, Superintendent

PRINTED NAME AND TITLE

DATE

DATE