

INDEPENDENT SCHOOL DISTRICT 659  
REGULAR SCHOOL BOARD MEETING  
Monday, March 11, 2019 7:00 PM  
Northfield High School, Media Center

**AGENDA**

- I. Call to Order
- II. Agenda Changes / Table File
- III. Public Comment  

This is an opportunity for residents of the Northfield School District to address the Board. You are requested to do so from the podium. After being recognized by the chair, each individual will identify themselves and the group they represent, if any. Please state your reason for addressing the Board. To ensure that all individuals have a chance to speak, speakers will be limited to one three-minute presentation. This is not a time to debate an issue, but for the Board to hear your comments. The Minnesota Government Data Practices Act prohibits comment about specific student matters, even without naming the student, in open session. This includes the public comment portion of our meeting. The Board respects and values input on student matters, but when it relates to a specific student or to a specific student matter, such input must be heard by the appropriate personnel - such as the building principal or superintendent - and not during an open meeting of the School Board.
- IV. Announcements and Recognitions
- V. Items for Discussion and Reports
  - A. Building Projects Progress Update by Wold Architects
  - B. Northfield High School Flex Hour Update
  - C. Technology Services Presentation
- VI. Consent Agenda
  - A. Approval of Minutes
  - B. Approval of Construction Management Contract with Knutson Construction
  - C. Approval of Architectural and Engineering Services Contract with Wold Architects and Engineers
  - D. Personnel Items
- VII. Superintendent's Report
  - A. Items for Individual Action
    - 1. Resolution Non-Renewing Coaching Contract
- VIII. Items for Information
  - A. Enrollment Report
- IX. Future Meetings
  - A. Tuesday, March 19, 2019, 5:00 PM, Board Work Session, NHS Media Center
  - B. Monday, April 8, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
  - C. Monday, April 22, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- X. Adjournment

**NORTHFIELD PUBLIC SCHOOLS  
MEMORANDUM**

Monday, March 11, 2019, 7:00 PM  
Northfield High School Media Center

**TO: Members of the Board of Education**  
**FROM: Matthew Hillmann, Ed.D., Superintendent**  
**RE: Explanation of Agenda Items for the March 11, 2019, Regular School Board Meeting**

- I. Call to Order
- II. Agenda Changes / Table File
- III. Public Comment

This is an opportunity for residents of the Northfield School District to address the Board. You are requested to do so from the podium. After being recognized by the chair, each individual will identify themselves and the group they represent, if any. Please state your reason for addressing the Board. To ensure that all individuals have a chance to speak, speakers will be limited to one three-minute presentation. This is not a time to debate an issue, but for the Board to hear your comments. The Minnesota Government Data Practices Act prohibits comment about specific student matters, even without naming the student, in open session. This includes the public comment portion of our meeting. The Board respects and values input on student matters, but when it relates to a specific student or to a specific student matter, such input must be heard by the appropriate personnel - such as the building principal or superintendent - and not during an open meeting of the School Board.
- IV. Announcements and Recognitions
- V. Items for Discussion and Reports
  - A. Building Projects Progress Update by Wold Architects

Vaughn Dierks and Sal Bagley, architects with Wold Architects and Engineers, will highlight the activities of the Greenvale Park and Bridgewater core planning teams, explain where we are in the design process, discuss change order limits, and review what's next.
  - B. Northfield High School Flex Hour Update

High School Principal Joel Leer will provide an update on the building's new flex hour schedule.
  - C. Technology Services Presentation

Kim Briske, Director of Technology Services, will provide an update on student device leases and present options for the Board's consideration. This will help prepare Board members for further discussion at the March 19, 2019, work session.
- VI. Consent Agenda

**Recommendation:** Motion to approve the following items listed under the Consent Grouping.

  - A. Minutes

Minutes of the Regular School Board meeting held on February 25, 2019.
  - B. Approval of Construction Management Contract with Knutson Construction

The Board is asked to approve the construction management contract with Knutson Construction for projects related to the successful November 6, 2018 bond referendum election. This final contract for approval was presented to the Board through the RFP process at the December 10, 2018 School Board meeting.
  - C. Approval of Architectural and Engineering Services Contract with Wold Architects and Engineers

The Board is asked to approve the architectural and engineering services contract with Wold Architects and Engineers for projects related to the successful November 6, 2018 bond referendum election. This final



contract for approval was presented to the Board through the RFP process at the December 10, 2018 School Board meeting.

D. Personnel Items

a) Appointments

1. Samantha Becker, Gen Ed EA-Media for 7.5 hours/day at the Middle School, beginning 3/4/2019-6/10/2019; Gen Ed, Step 1-\$15.03/hr.
2. Kayla Halvorson, 1.0 FTE Long Term Substitute Kindergarten Teacher at Bridgewater, beginning on or about 3/25/2019-about 5/28/2019; BA+60, Step 1.
3. Nancy Johnson, Rock N Roll Revival-Costumer as needed at the High School, beginning 3/4/2019. \$1,000 Stipend.
4. Kyle Korynta, Assistant Boys and Girls Track Coach for 2 hours/day at the High School, beginning 03/11/2019. Level F, Step 3-50% Stipend.
5. Elizabeth Stoufis, Community School Evening Club Leader for up to 3 hours/day 2 days/wk. at Greenvale Park, beginning 03/12/2019-06/07/2019. \$21.01/hr.
6. Mark Welinski, Assistant Boys Tennis Coach for 2 hours/day at the High School, beginning 03/25/2019. Level H, Step 5.

b) Increase/Decrease/Change in Assignment

1. Ashley Baker, Teacher at Sibley, add Assistant Softball Coach at the High School, effective 03/05/2019. Level F, Step 1.
2. Sarah Bloom, Long Term Substitute 6<sup>th</sup> Grade Teacher at the Middle School, change to ongoing 6<sup>th</sup> Grade Teacher at the Middle School, effective 08/26/2019.
3. Danielle Crase, Teacher at the High School, add Assistant Girls Golf Coach at the High School, effective 03/05/2019; Level I, Step 5.
4. Marilyn Frey, Spec Ed EA-PCA at the High School, add Spec Ed EA Bus EA for approximately 90 minutes/day with the District, effective 02/28/2019-04/05/2019.
5. Roberto Garcia, Teacher at Greenvale Park, add Community School Evening Club Leader for 2 hours/day at Greenvale Park, effective 3/5/2019-5/16/2019; \$21.01/hr.
6. Richelle Kruger, Spec Ed EA-PCA at the High School, add Spec Ed EA Bus EA for approximately 1.5 hours/day with the District, effective 02/28/2019-04/05/2019.
7. Carolyn Manderfeld, Spec Ed EA-PCA at the Middle School, add Spec Ed EA Bus EA for an additional 45 minutes/day with the District, effective 02/28/2019-06/07/2019.
8. Susan Puppe, Special Ed Teacher at Sibley, add Special Ed Teacher-Homebound intermittently throughout the school year with the District, effective 02/25/2019-06/07/2019.
9. Caitlin Robertson, Teacher at the Middle School, add Targeted Services BLAST Teacher for up to 1.5 hours/day Mon.-Thurs. at the Middle School, effective 3/4/2019-5/2/2019. Yr. 2-\$27.11/hr.
10. Caroline Sjoberg, Teacher at Sibley, add Assistant Softball Coach 9<sup>th</sup> Grade at the High School, effective 03/05/2019. Level F, Step 1.
11. Janet Smith, Teacher at the High School, add Assistant Track Coach at the High School, effective 03/05/2019; Level F, Step 1.

c) Leave of Absence

1. Jann Deim, Spec Ed EA-PCA at the High School, Extended Leave of Absence, effective 3/1/2019 through the remainder of the 2018-19 School Year.
2. Makenzie Mathews, Spec Ed EA-PCA at Longfellow, Leave of Absence to take a teaching position within the District, effective 4/10/2019-05/24/2019.
3. Mary Robia, Teacher at the High School, Leave of Absence for Childcare, effective on or about 05/27/2019 through the end of the 2018-19 school year.
4. Mary Robia, Teacher at the High School, Leave of Absence for Childcare, effective for the 2019-2020 school year.
5. Cori Yamry, Guidance Counselor at the Middle School, Family/Medical Leave of Absence for Childcare, effective 08/26/2019 for 8 work weeks.

d) Retirements/Resignations/Terminations

1. Cathy Bennetts, ADSIS Teacher at Sibley, retirement effective at the end of the 2018-2019 School year.
2. Claiborne Day, Teacher at Sibley, resignation effective at the end of the 2018-2019 school year.
3. Claudia Gonzalez George, EL Educational Assistant at the Middle School, resignation effective 03/18/2019.
4. Jeanne Mahoney-Hanzlik, Science Teacher at the High School, retirement effective at the end of the 2018-2019 school year.

5. Deb Thomforde, ADSIS Teacher at Greenvale Park, retirement effective at the end of the 2018-2019 school year.

*\* Conditional offers of employment are subject to successful completion of a criminal background check and Prewrite screening (if applicable)*

VII. Superintendent's Report

A. Items for Individual Action

1. Resolution Non-Renewing Coaching Contract. The Board is requested to adopt the Resolution related to the non-renewal of a coaching contract effective at the end of the 2018-19 season.

**Superintendent's Recommendation:** Motion to approve the resolution as presented.

VIII. Items for Information

- A. Enrollment Report. The Enrollment Report for March 2019 is included in the packet.

IX. Future Meetings

- A. Tuesday, March 19, 2019, 5:00 PM, Board Work Session, NHS Media Center
- B. Monday, April 8, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- C. Monday, April 22, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center

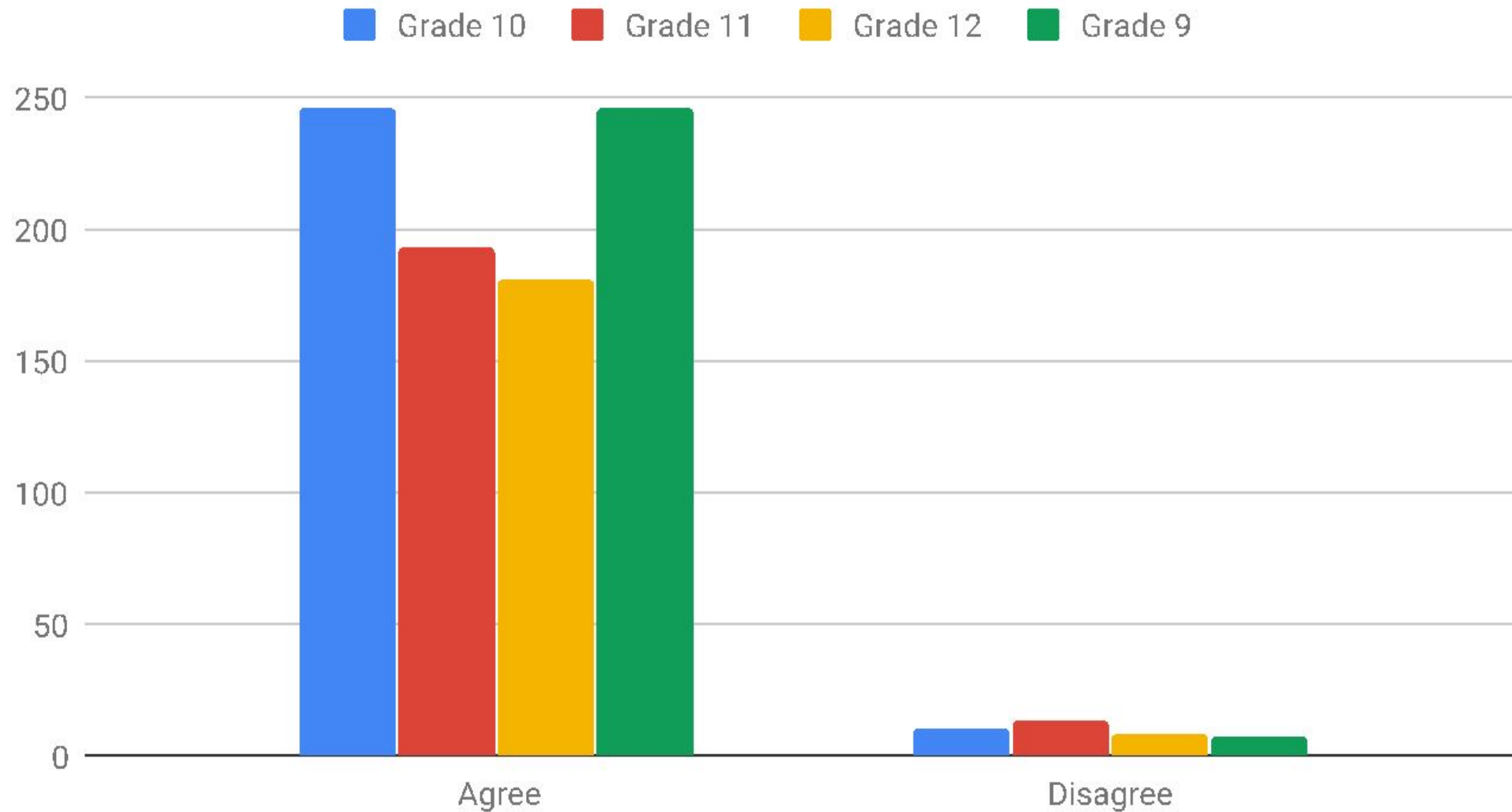
X. Adjournment

# FLEX survey responses

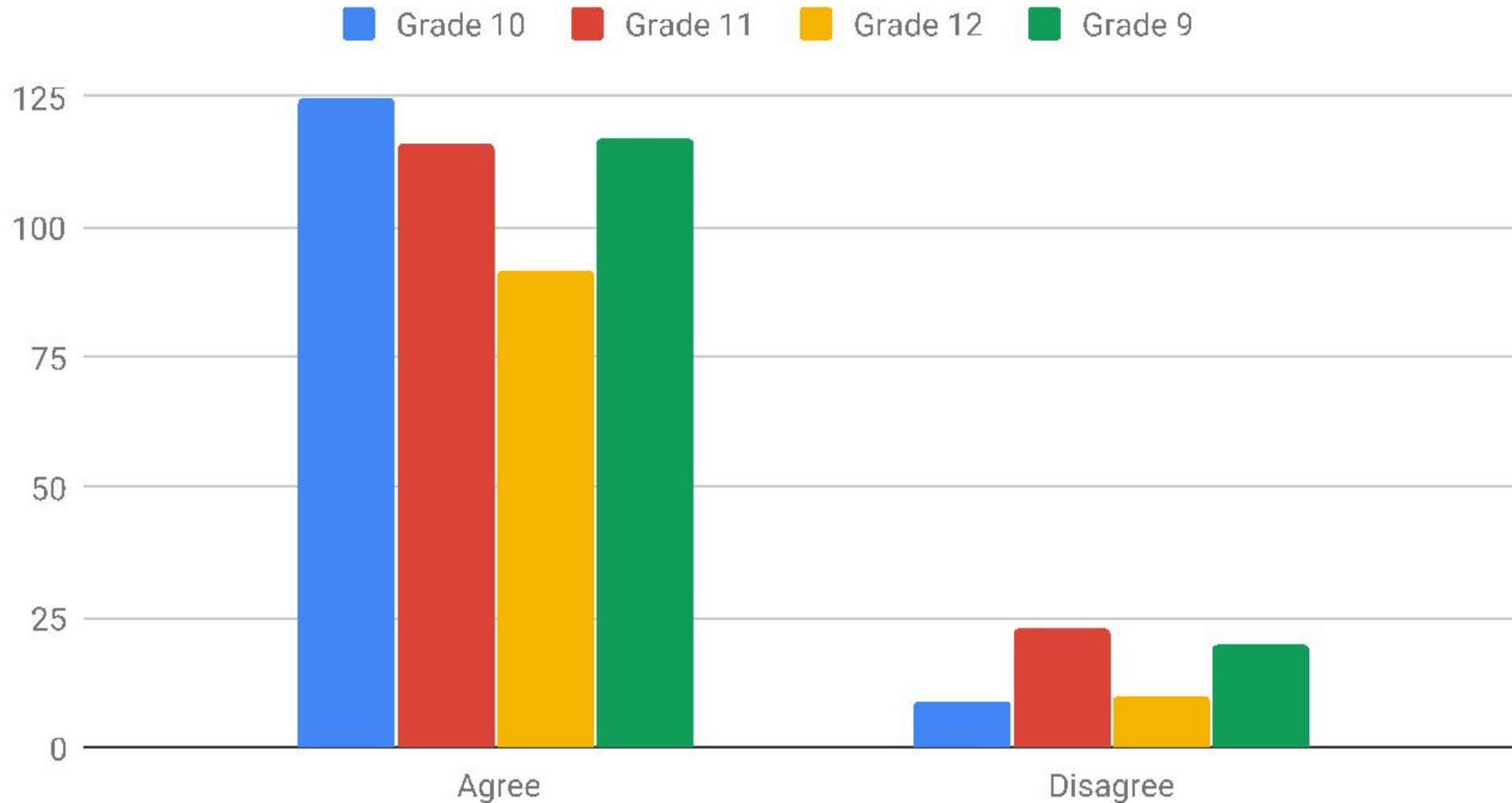
**ALL** students (1060 responses) and students reporting some **distress** 3 or more times a week (609 [duplicated] responses), disaggregated by grade.



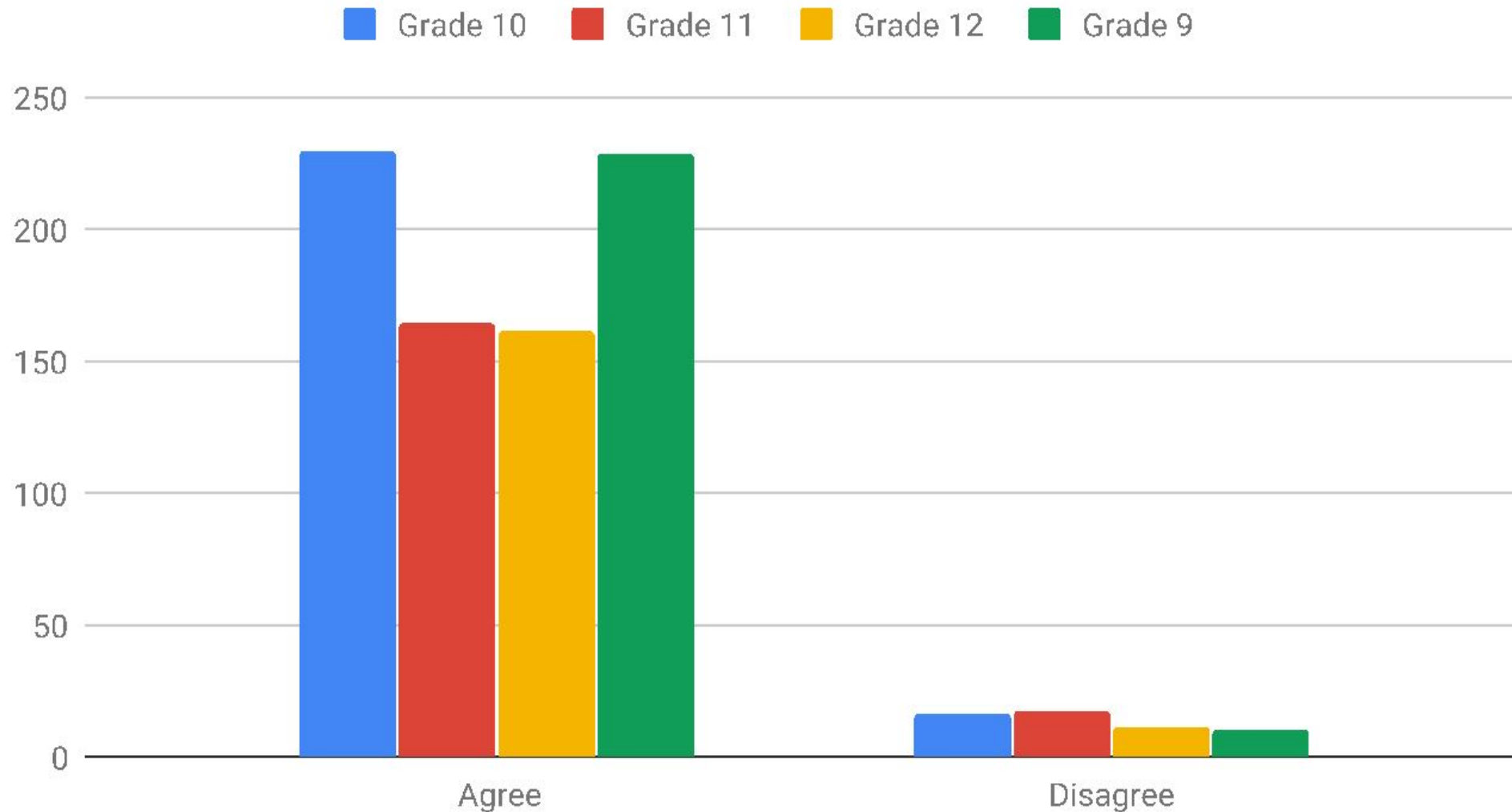
# FLEX Helps Me Balance My Day - ALL



# FLEX Helps Me Balance My Day - **Distress**

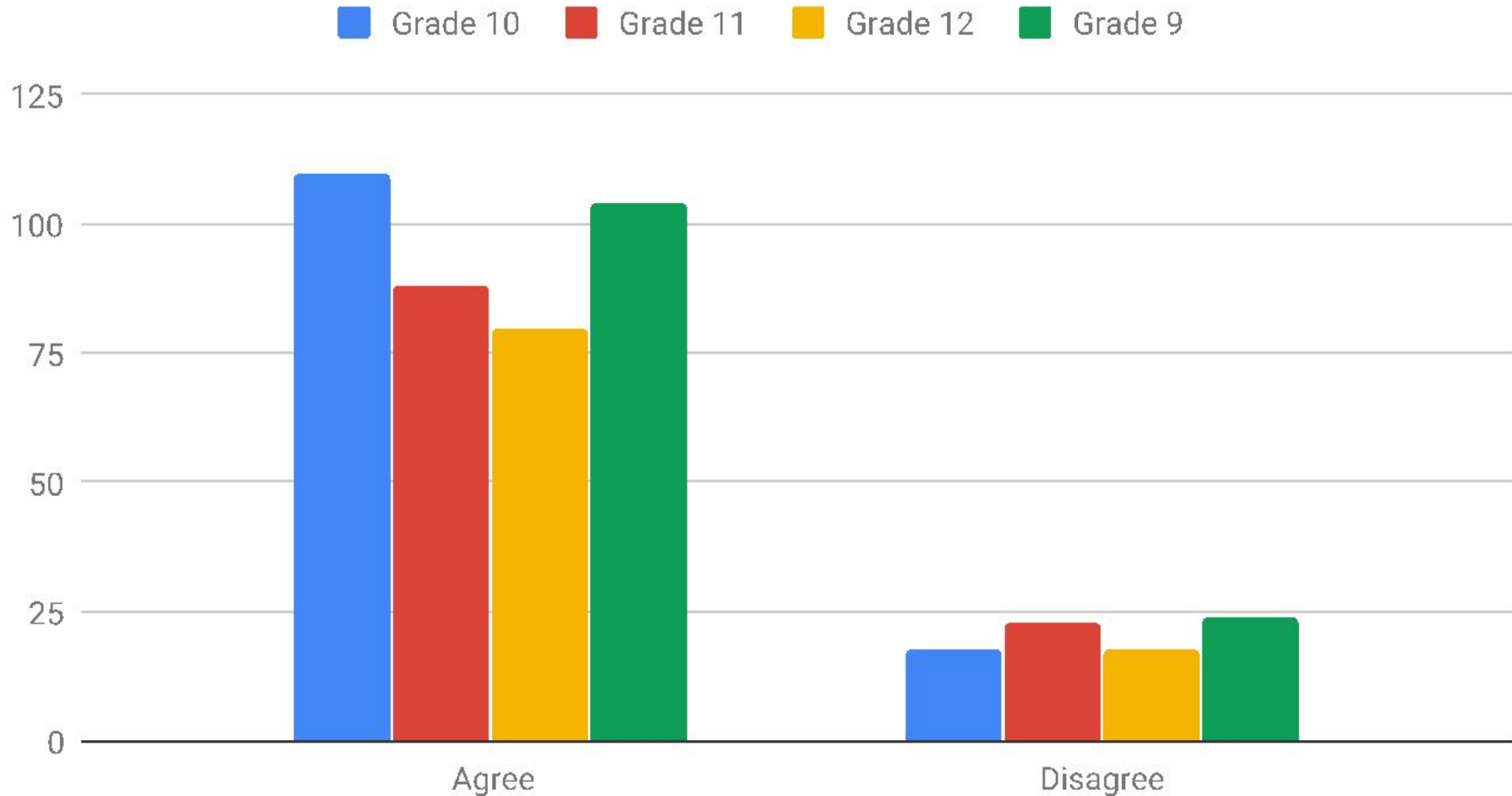


# FLEX Reduces My Stress - ALL

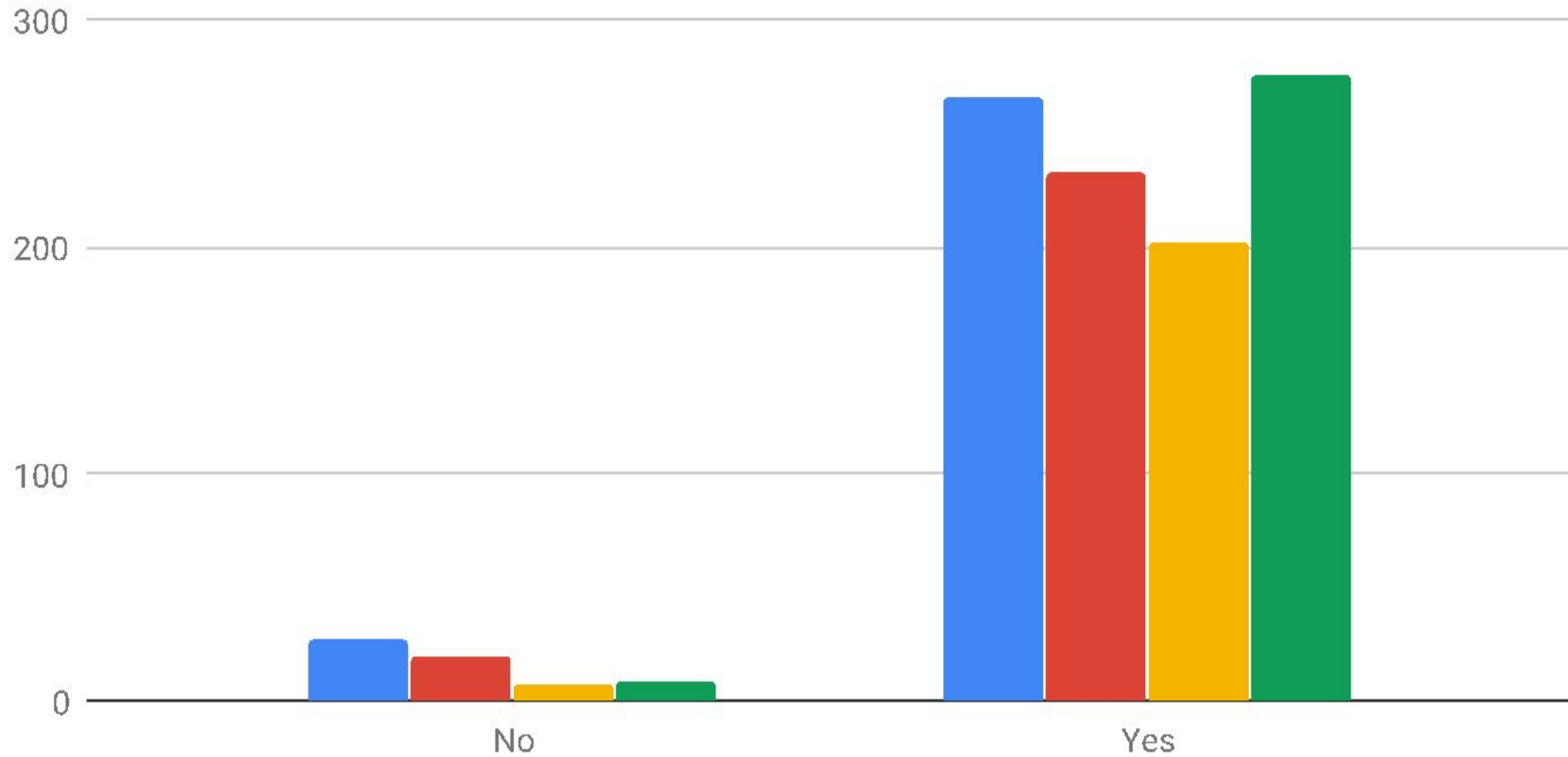




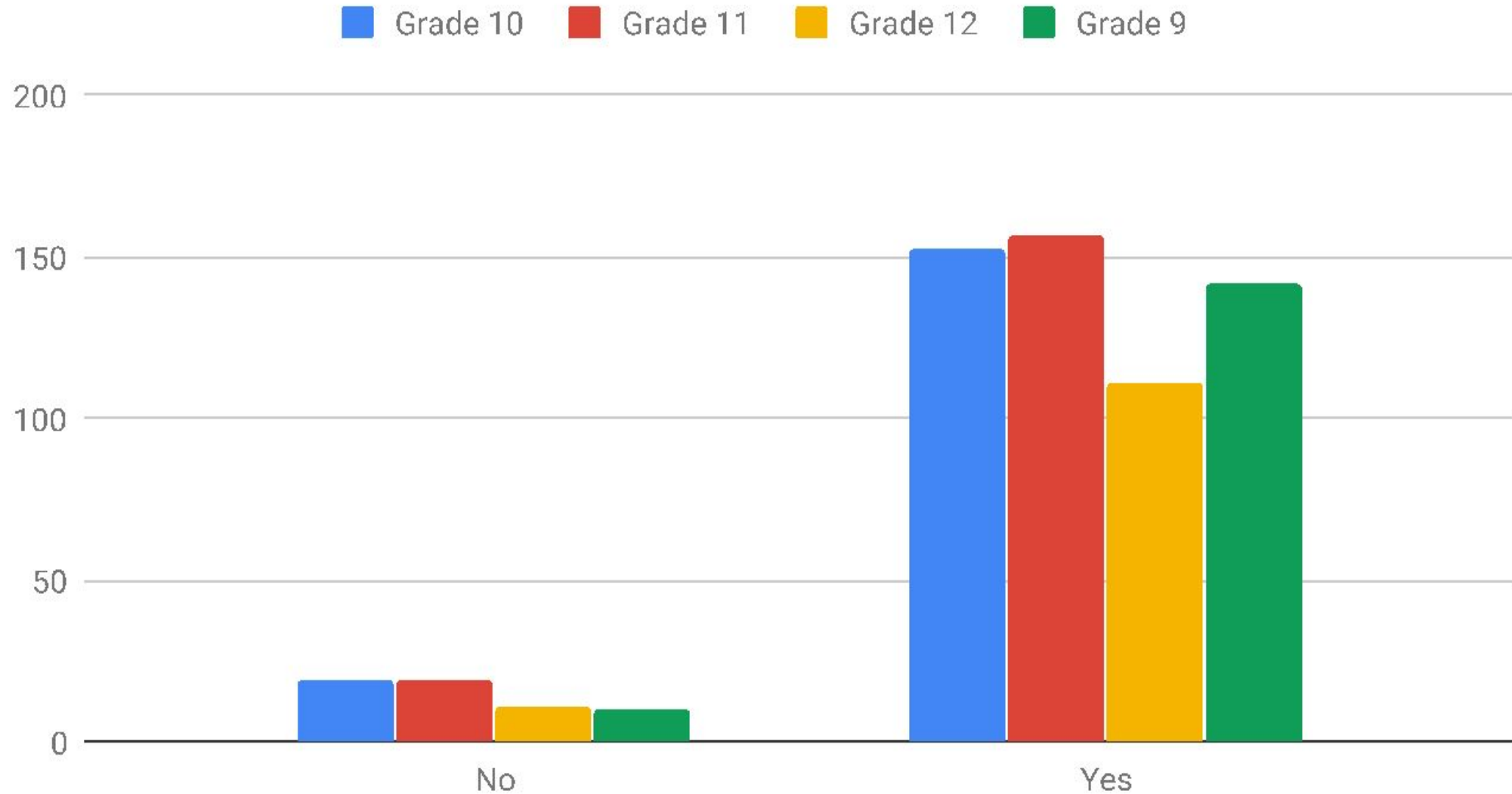
# FLEX Reduces My Stress - **Distress**



# FLEX Is Beneficial - ALL



# FLEX Is Beneficial - **Distress**





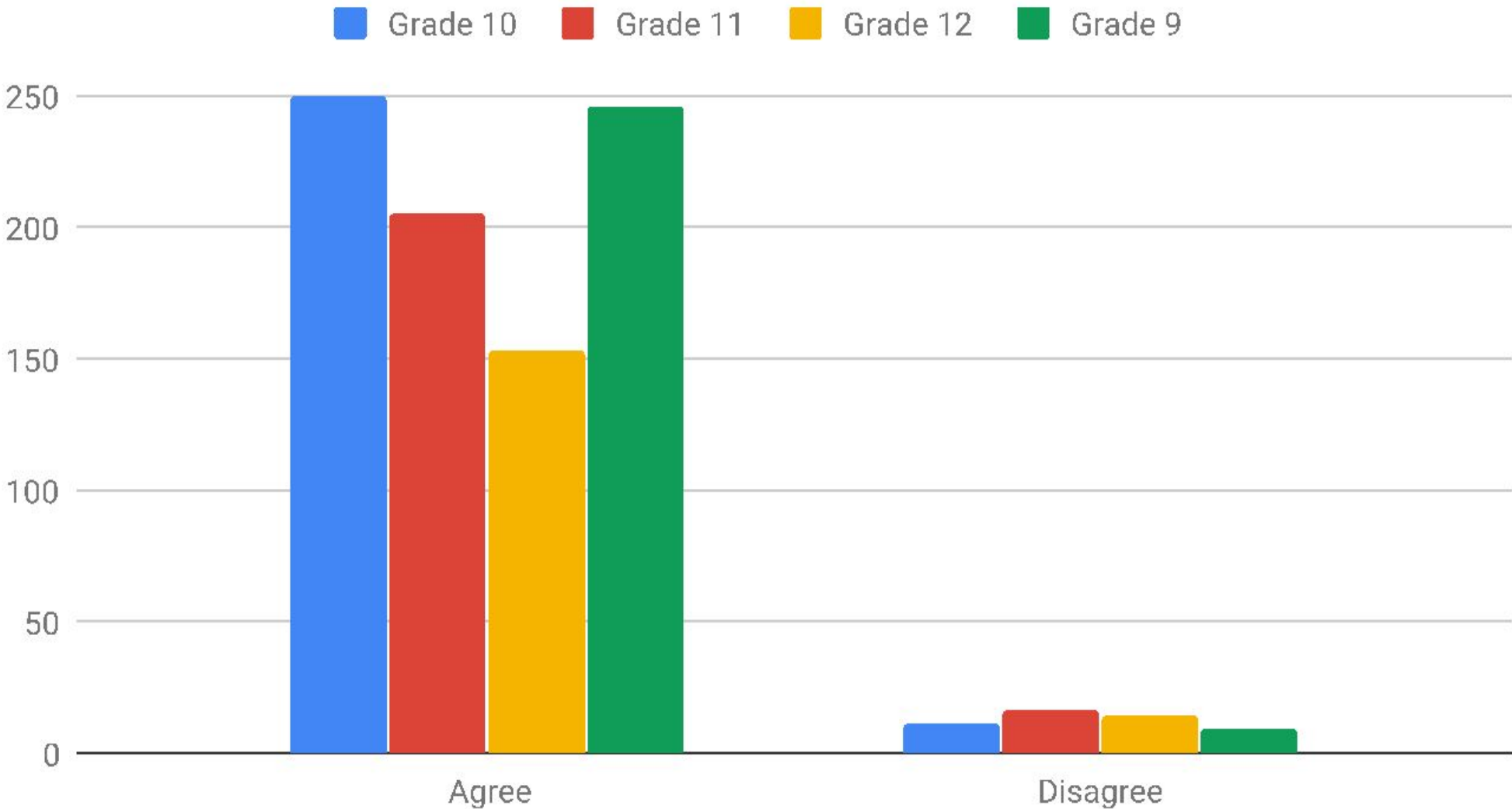
# FLEX Helps Me to Connect with Teachers - ALL



# FLEX Helps Me Connect with Teachers - **Distress**

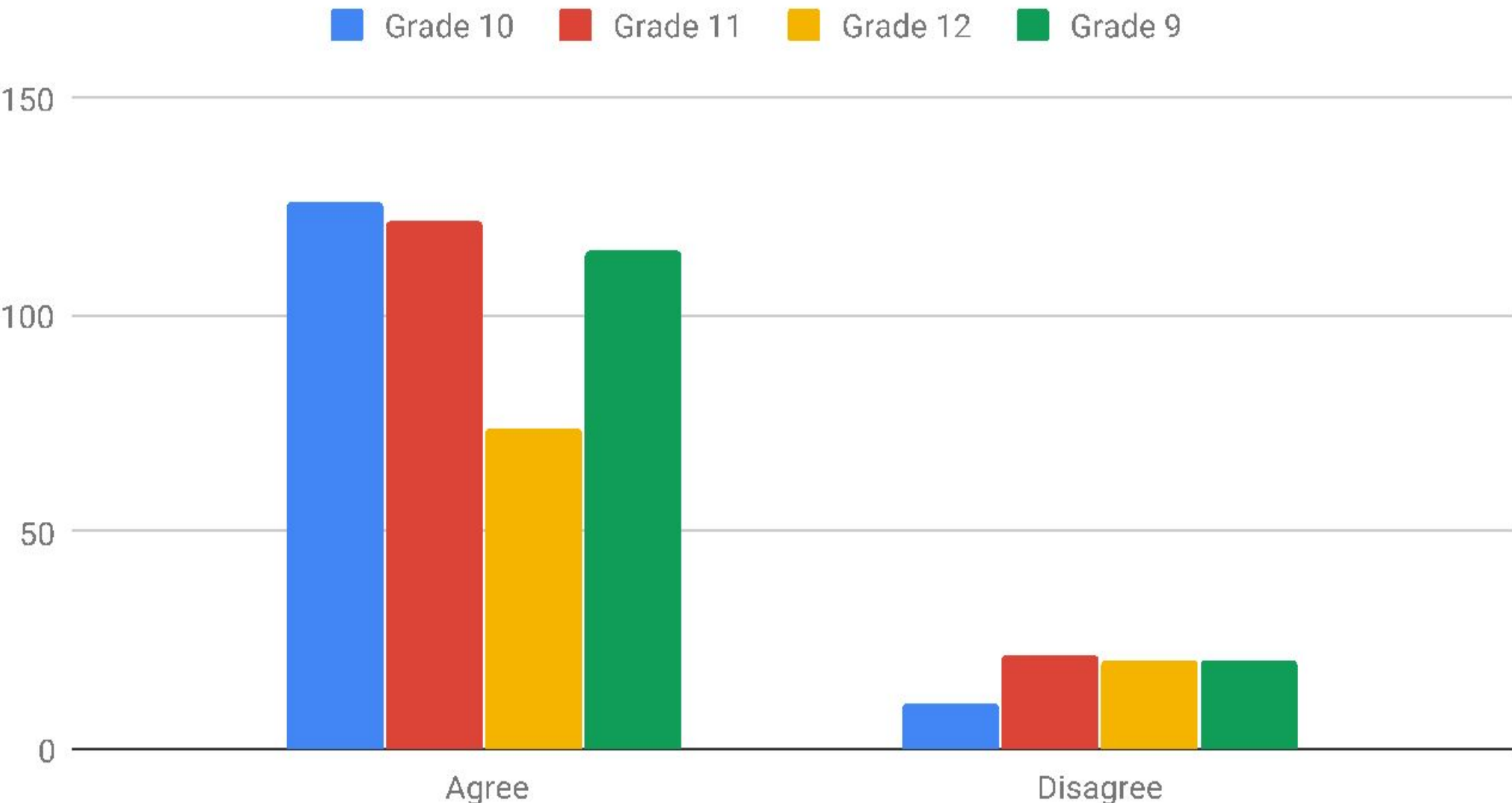


# FLEX Helps Me to Connect with Students - ALL

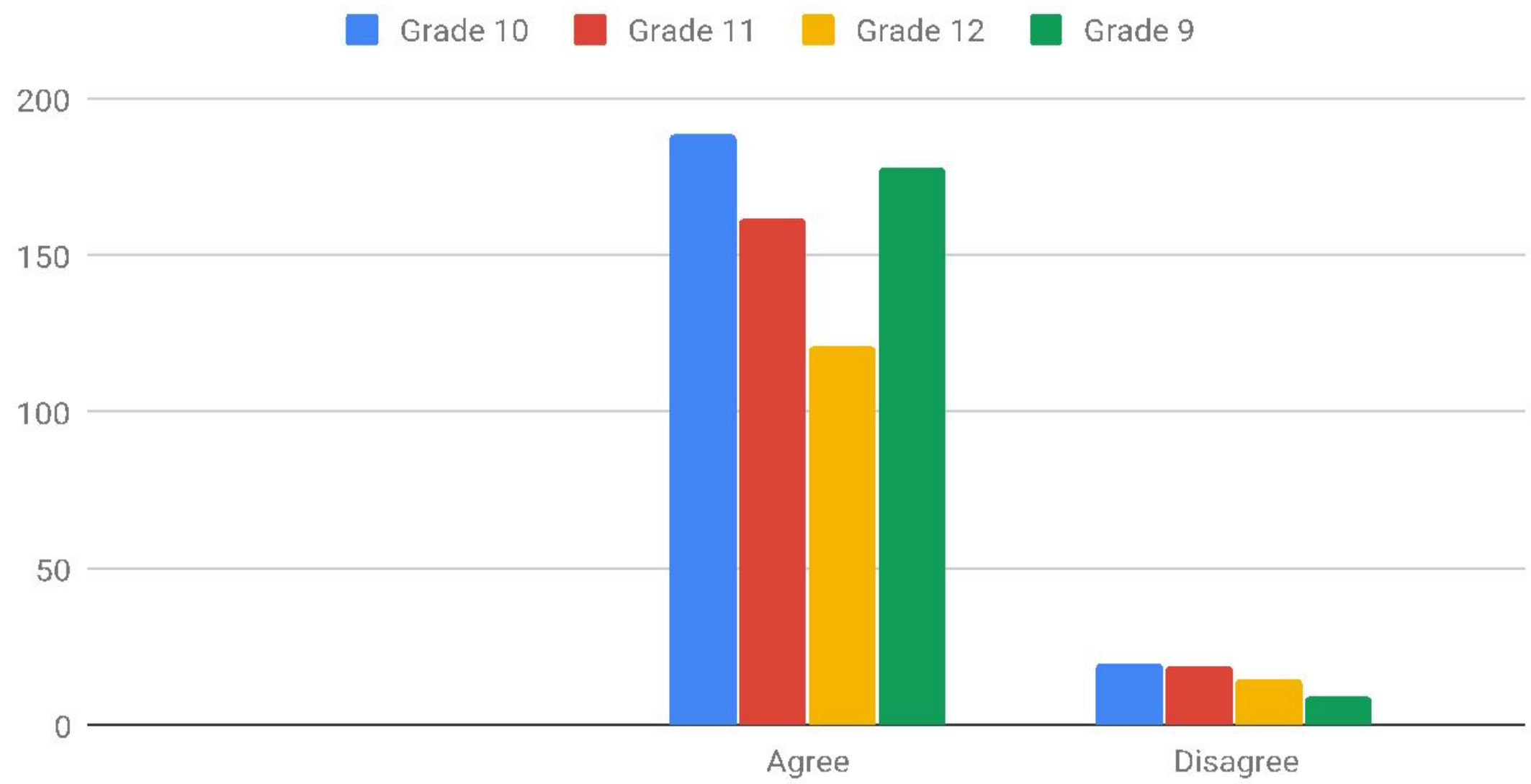




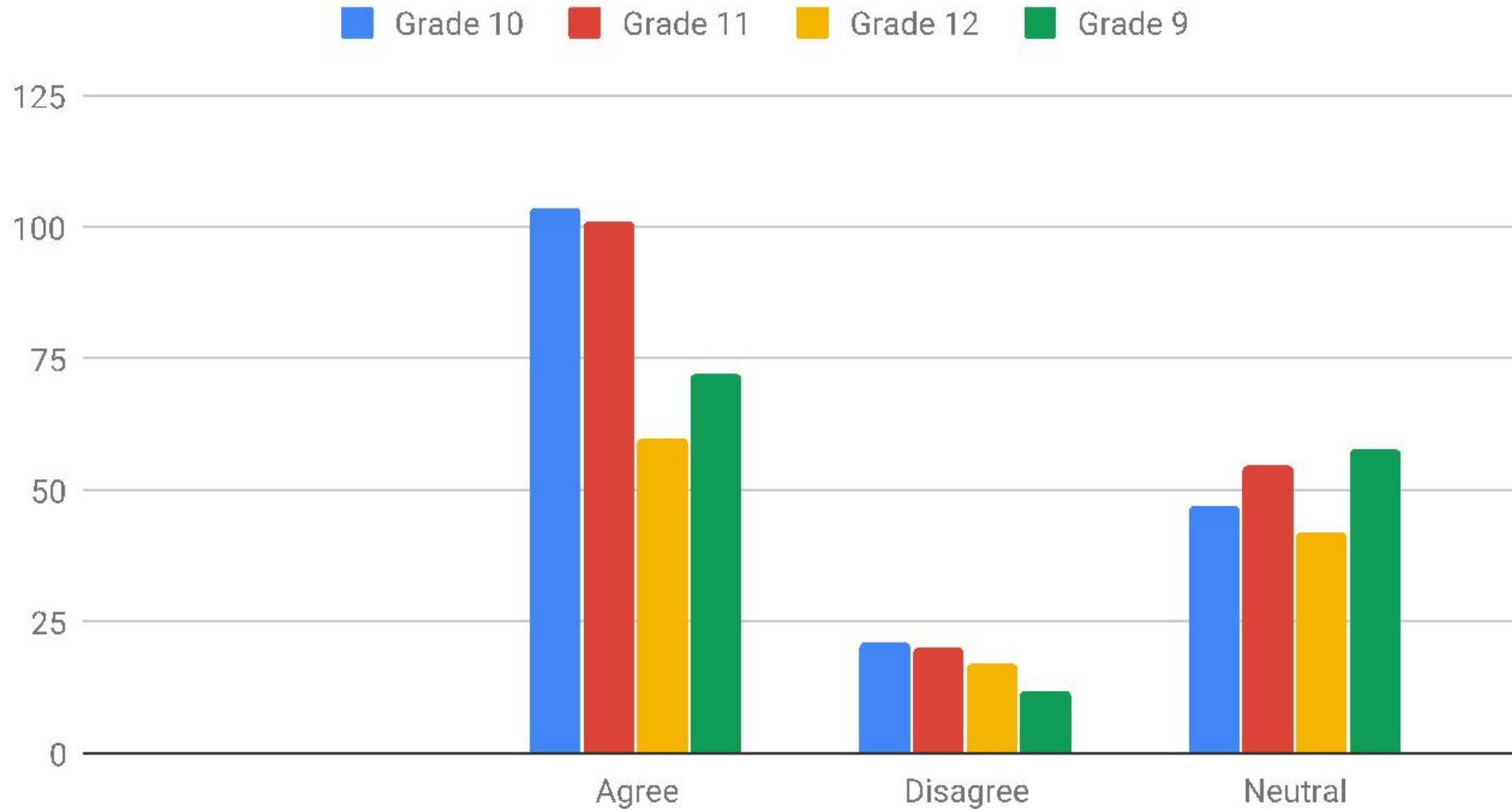
# FLEX Helps Me to Connect with Students - **Distress**



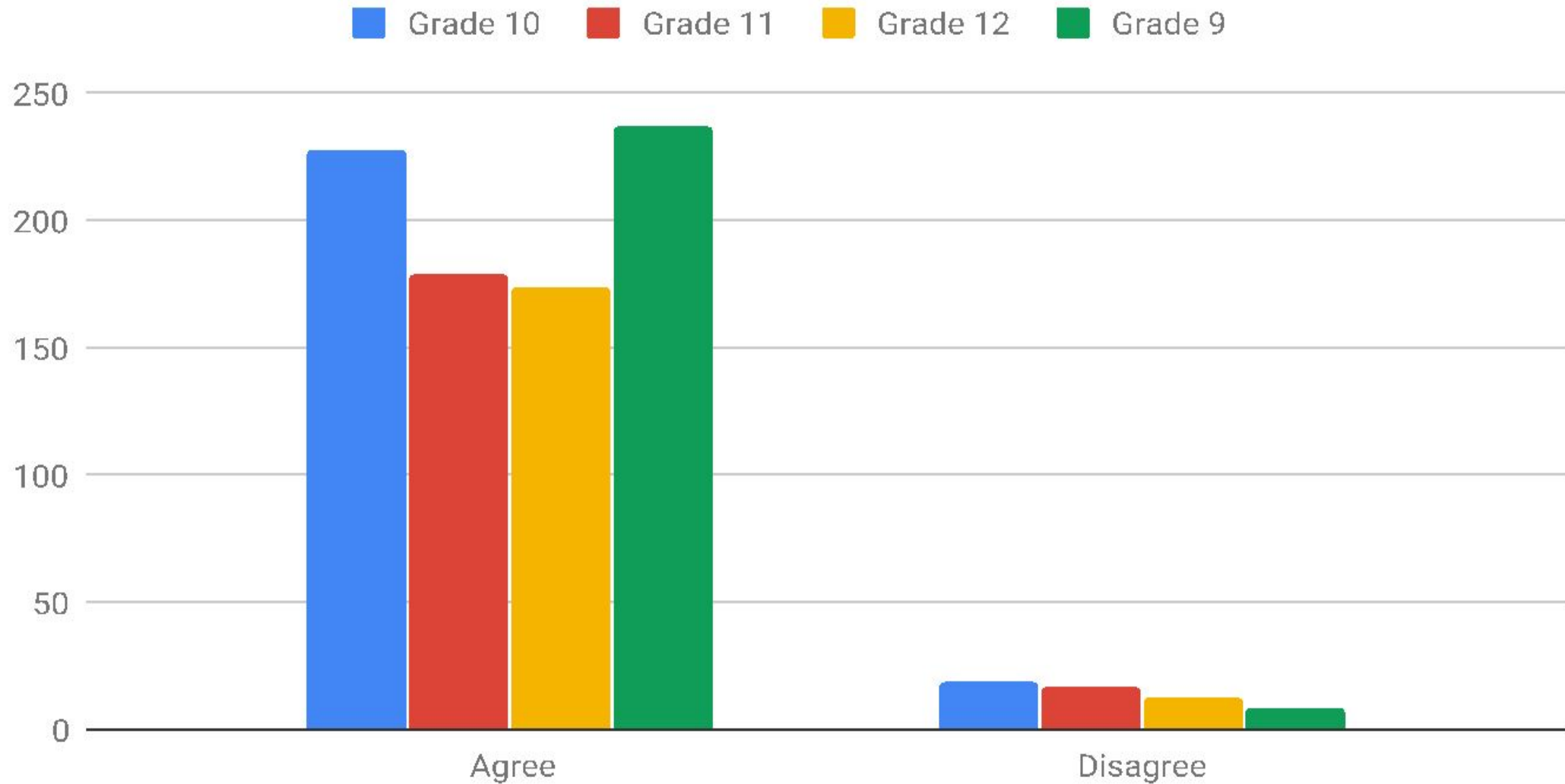
# FLEX Helps Me to Get Help with Schoolwork - ALL



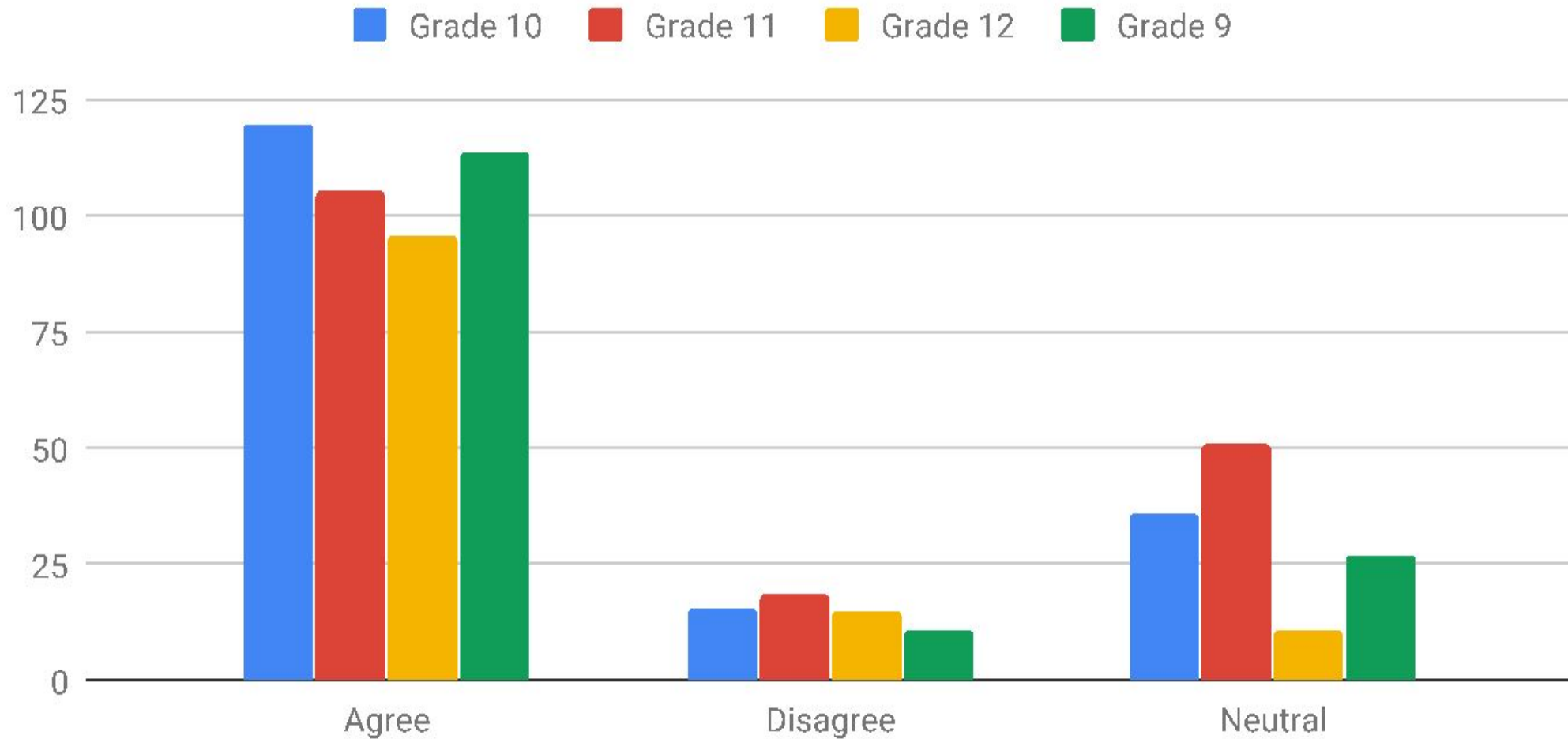
# FLEX Helps Me Get Help with Schoolwork - **Distress**



# I Am More Ready for Afternoon Classes - ALL

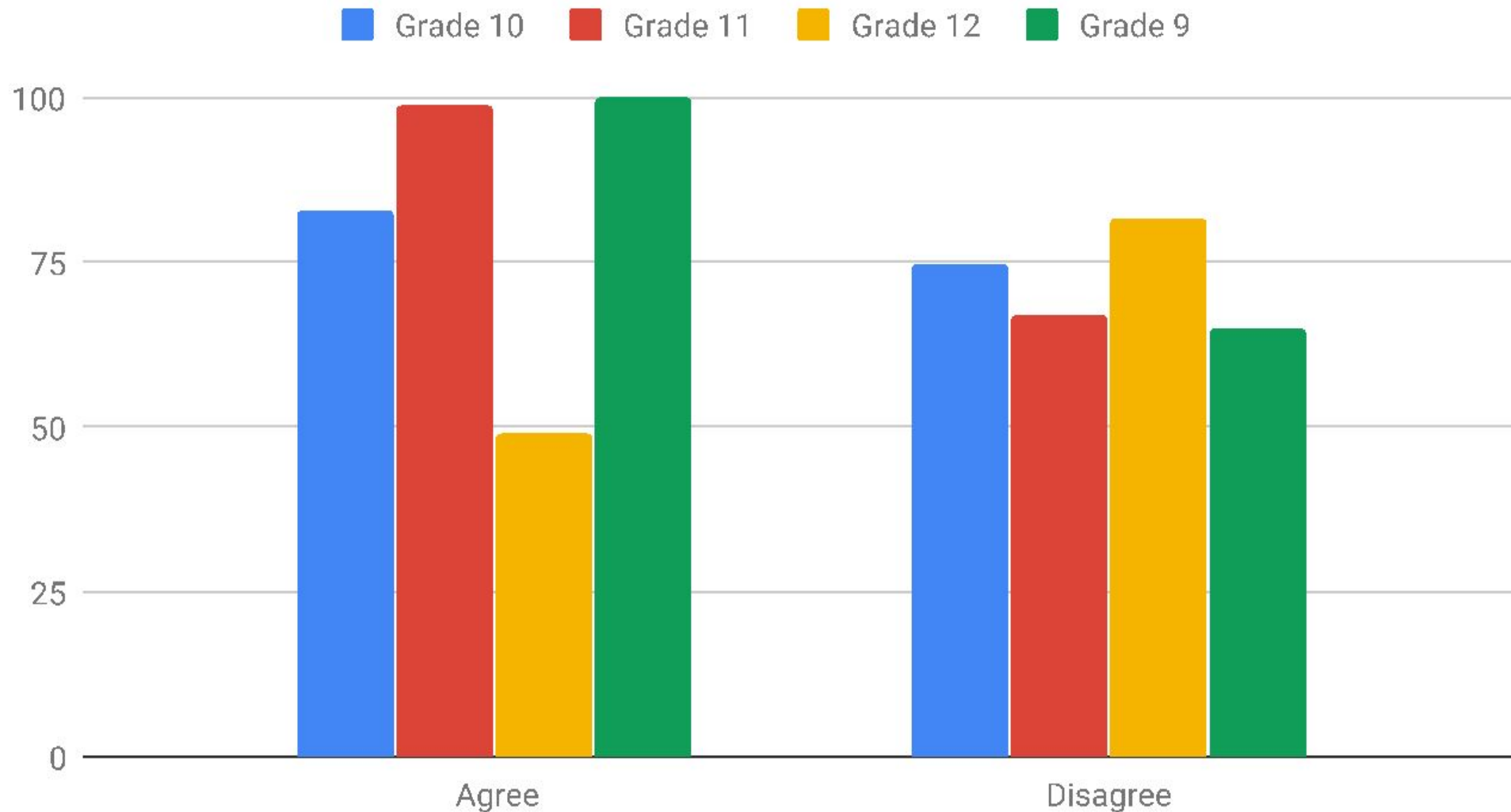


# I'm More Ready for Afternoon Classes - **Distress**



# I prefer club/activity meetings during FLEX -

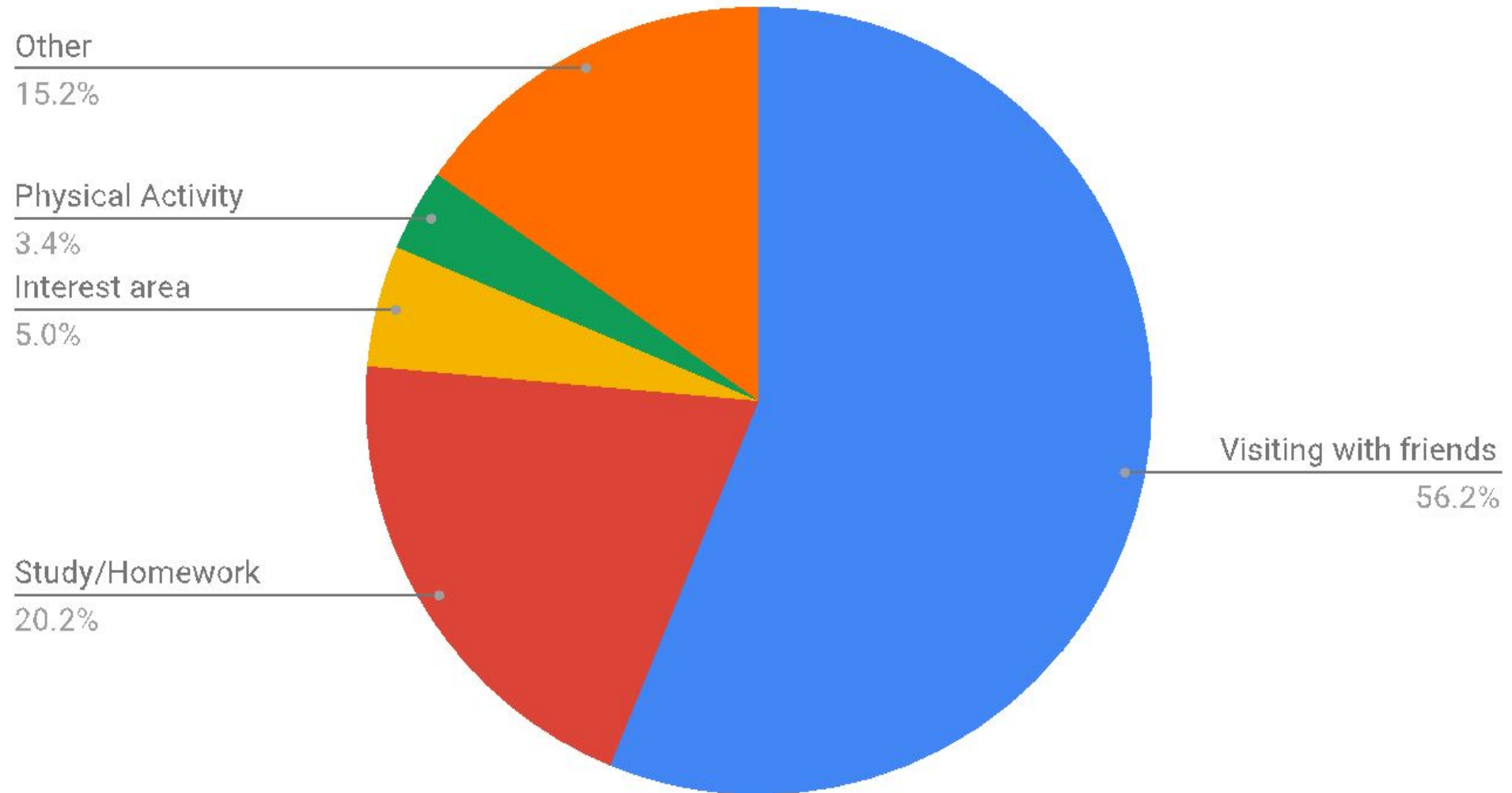
## All



# I prefer club/activity mtgs during FLEX - **Distress**

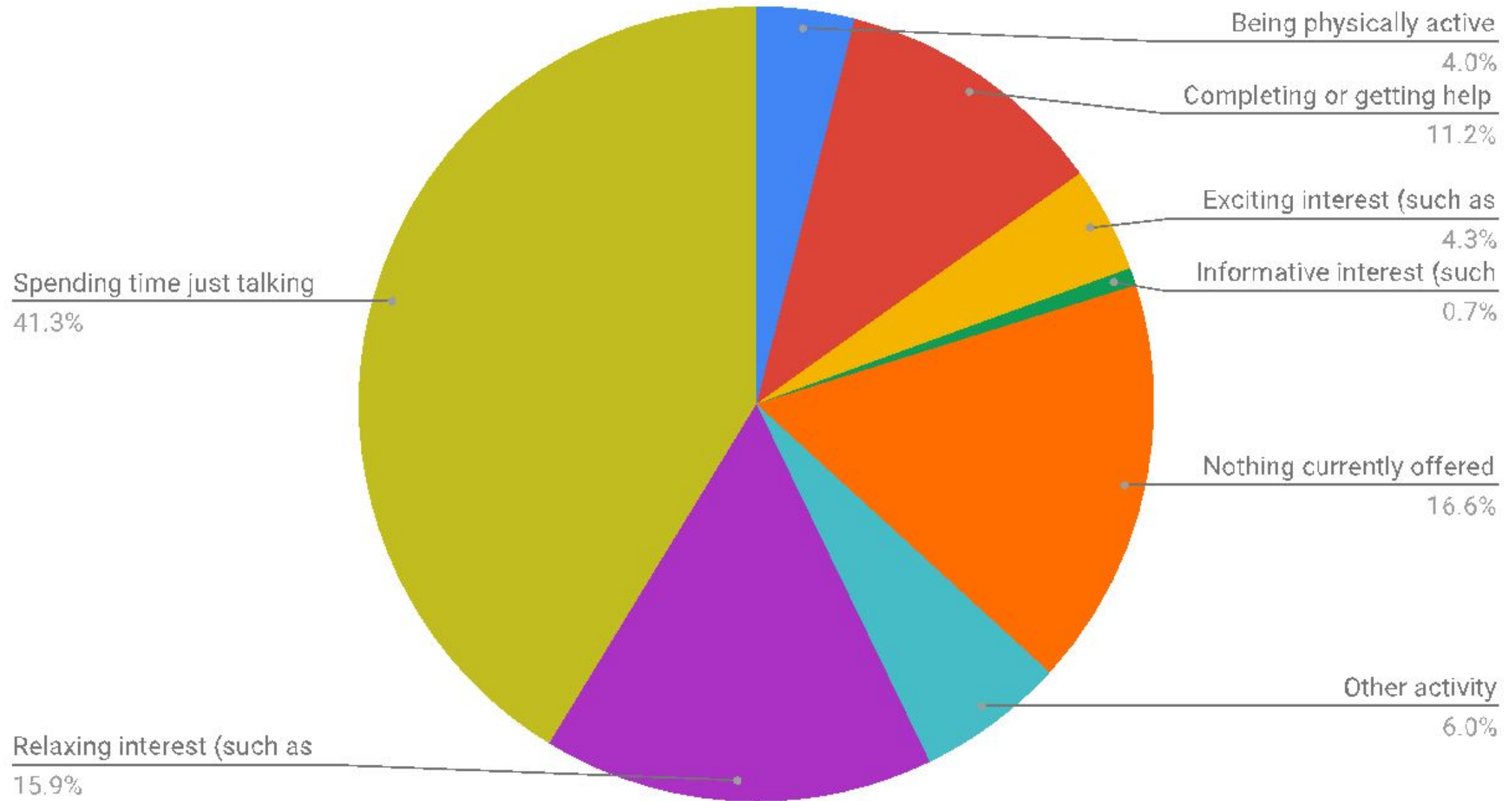


I report **Distress** and I spend my Flex hour mostly...





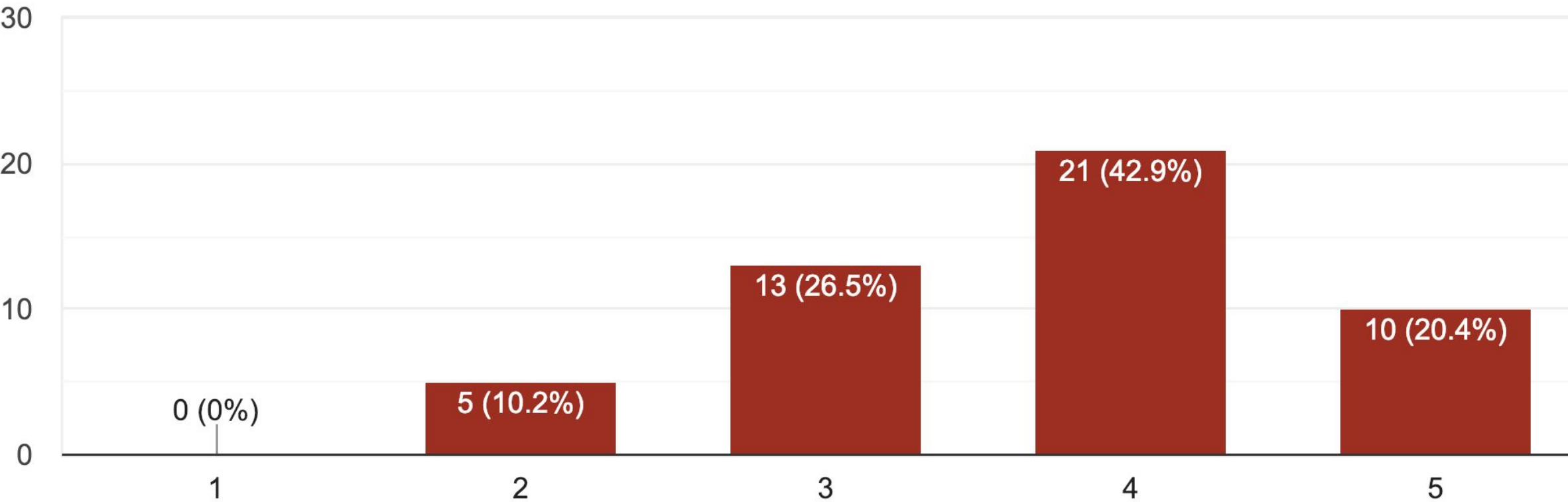
## When I feel [distress] this is what I do during FLEX



# Staff FLEX Survey Data

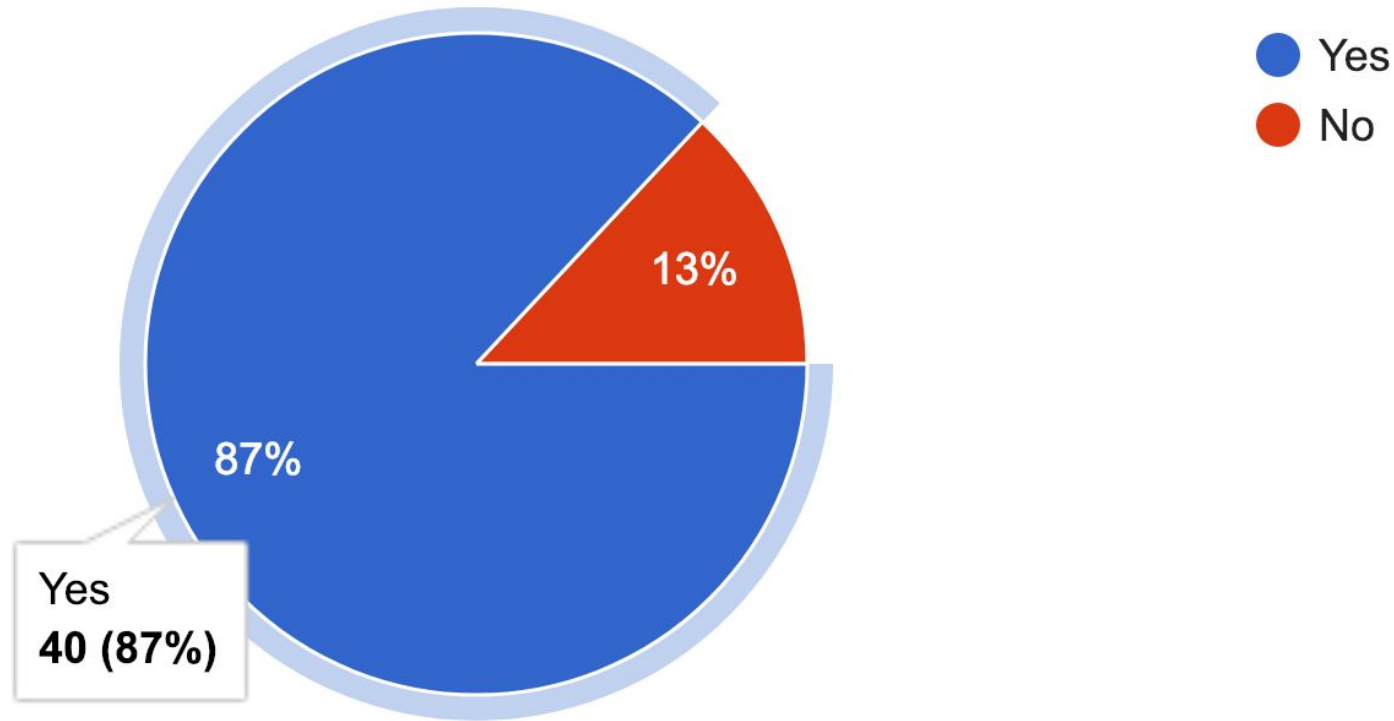
# What is your overall assessment of the success of FLEX to date based on the objectives above?

49 responses



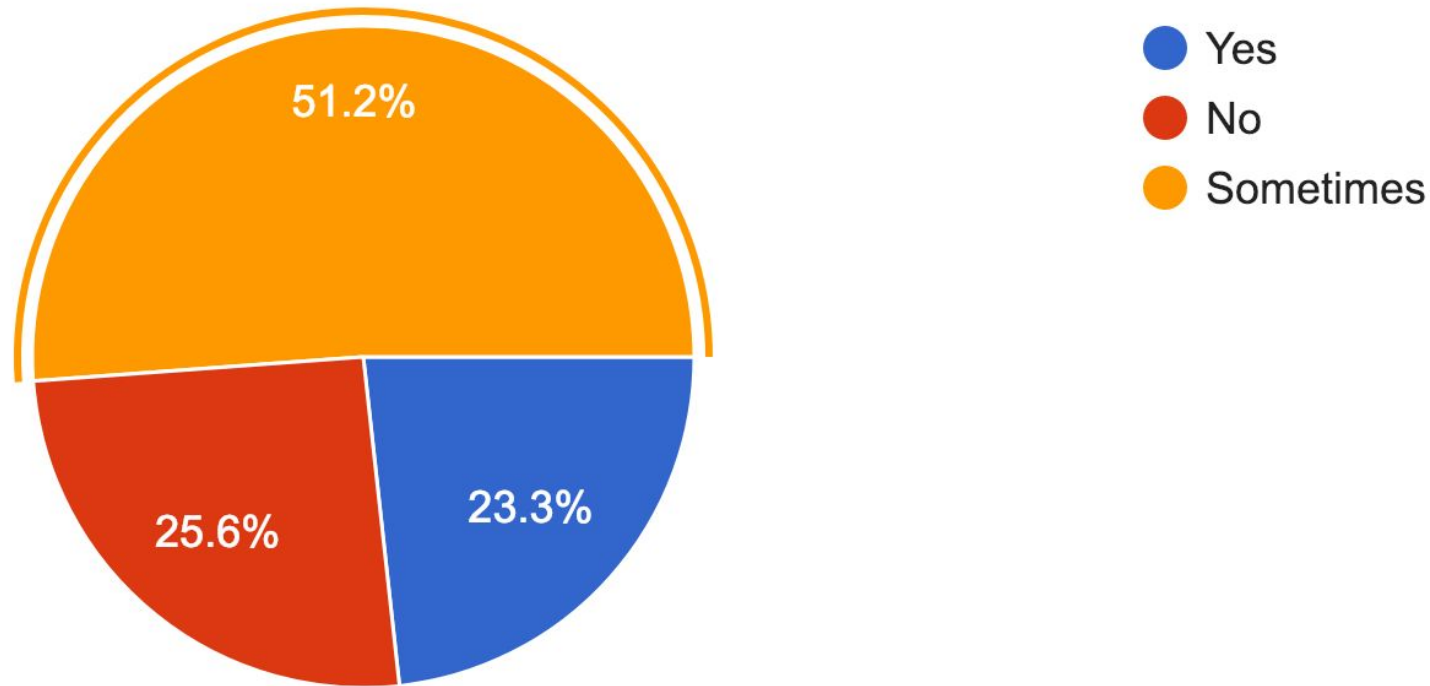
Student input overwhelmingly supports a change to the 10-20-10-20 model.  
Would you support - with adjustments t...s the specified times for staying put?

46 responses



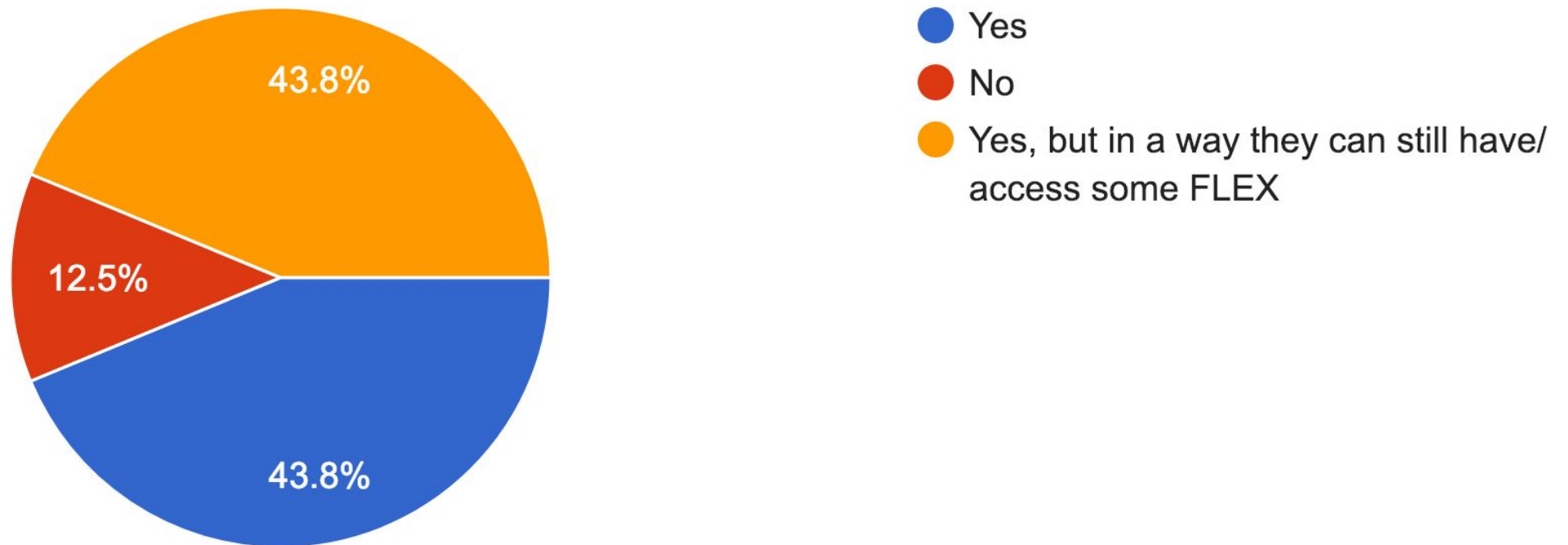
IF you have been offering academic support (formally or informally) during FLEX, have students been accessing it as intended?

43 responses



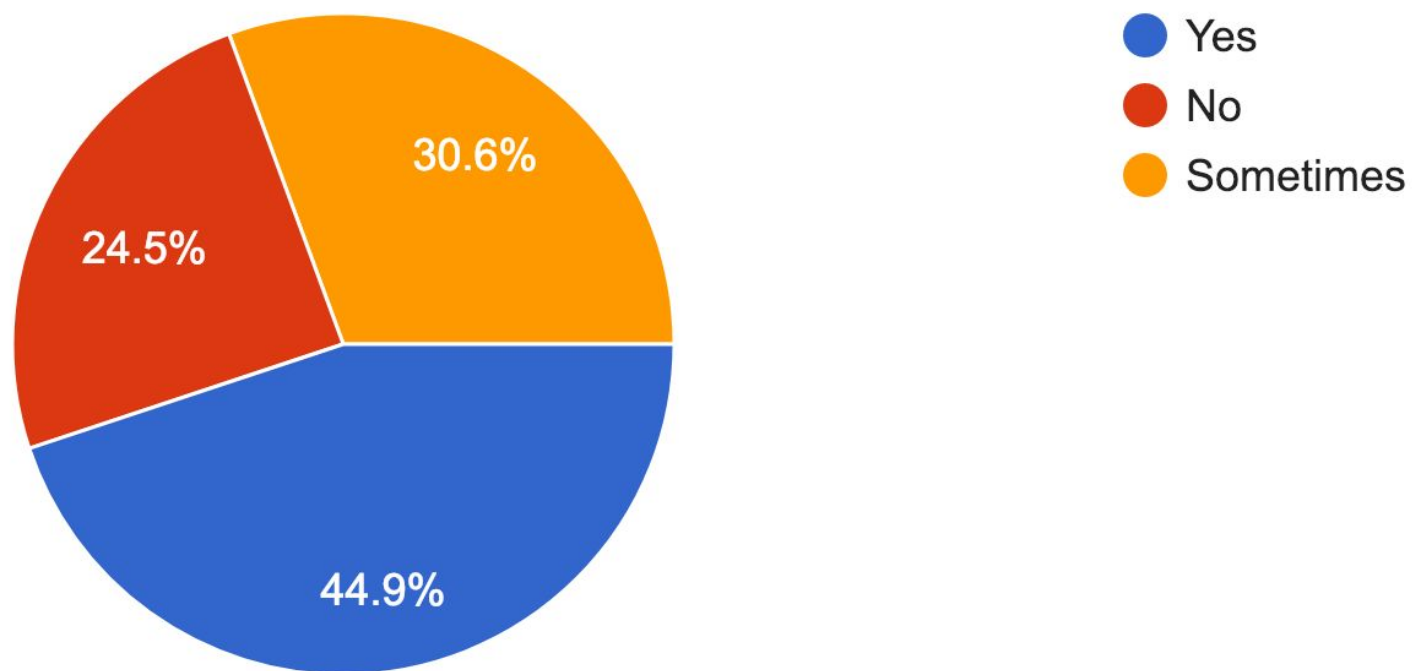
Should students who are struggling or at risk of not passing be required to attend some form of to-be-determined ...ork space of some sort) during FLEX?

48 responses



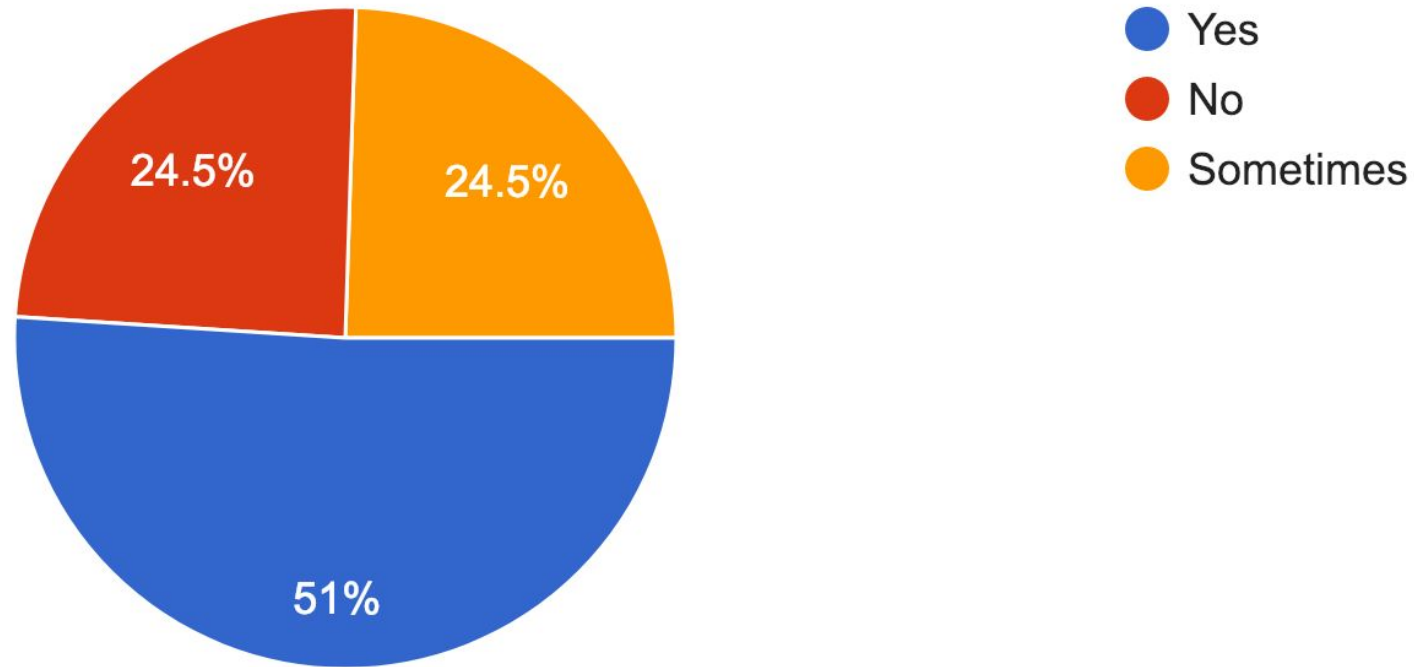
# For you, has FLEX created more balance in your day (reduced the rat race)?

49 responses



# Do you feel you have been able to better build and/or foster relationships with students during FLEX?

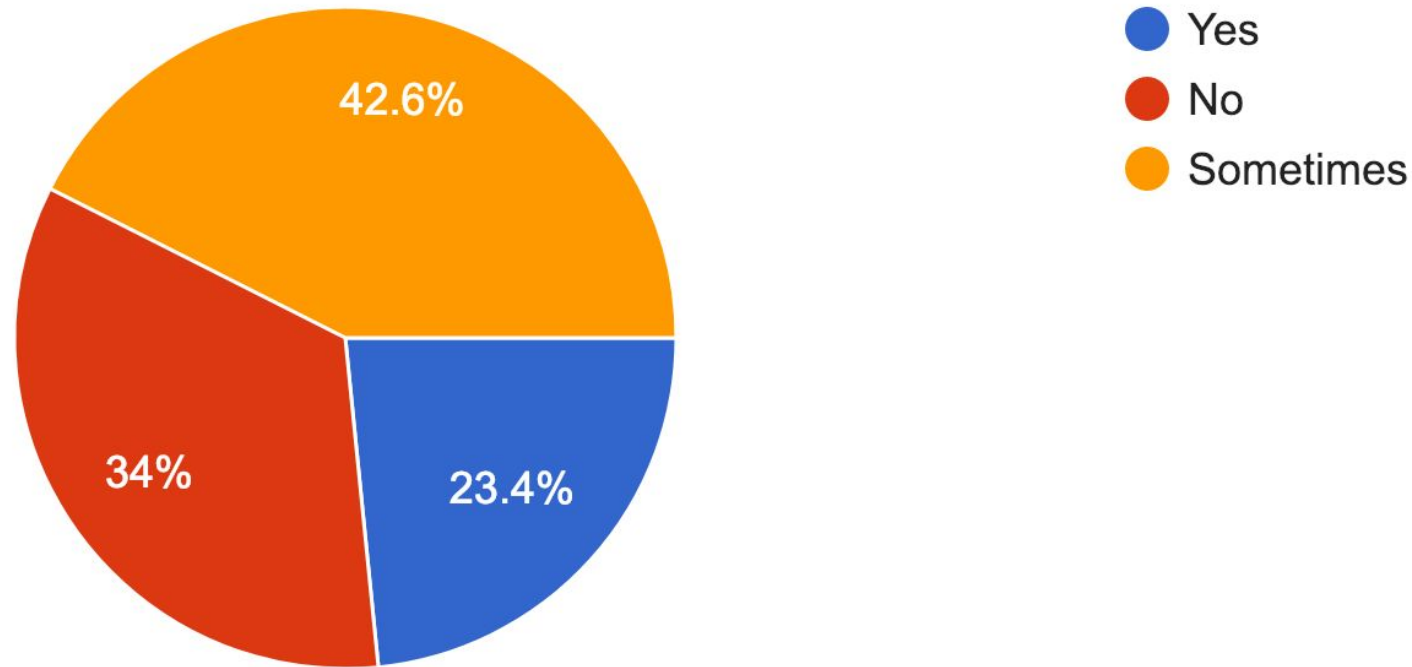
49 responses





Have you noticed a positive difference in the behaviors, attitudes, and/or focus of students in your 5th, 6th, and/or 7th hour classes?

47 responses



# So what does that tell us?

1. Personal “invitation” to academic supports
2. No restrictions on student movement - still must be intentional
  - a. Food service impact
  - b. Academic support impact
  - c. Continued evaluation/examination of CCR

## **Northfield Public Schools | Student Device Refresh Update Narrative | 3-11-19**

Kim Briske, Director of Technology Services, will present an update on the process and action steps related to student technology device lease updates.

As presented at the January 28th board meeting, staff survey responses related to student devices indicated a strong preference for continuing with iPads for students in our elementary and middle schools. Feedback from high school teachers indicated a nearly split preference between iPads and Chromebooks for student devices. We continue to gather information about the device options available to us to identify the next best steps for our student device leases.

We conducted a parent/guardian survey from Thursday, February 14, through the end of Thursday, February 21. We asked parents and guardians to submit one response per family. We received over 600 responses to that survey. There is an abundance of data, which we continue to review. One of the simple questions to review is when parents think students should begin bringing school-provided devices home. Of all responses from families K-12, the largest response (223) was Grade 6, which is our current practice. Twenty-seven responses indicated that devices should not ever be sent home. A very small number of write-in responses indicated a desire for devices to be sent home on a need-based or learning-based decision per the family and student. When looking at only responses from families who have a student in grades 9-12, the percentage of responses for each grade level is very similar to the survey as a whole.

This survey also included four open-ended questions for each family:

- What would you like your students to do with technology?
- What are the benefits of the use of student technology devices in the district?
- What questions or concerns do you have regarding the use of student technology devices?
- What suggestions do you have for the district regarding use of student technology devices?

Each of these questions have approximately 500 responses, which I will continue to review and use to direct our actions with regards to technology use. For the sake of determining the best high school student device, I began with responses from families with at least one high school student, using the fourth question about families' suggestions as a starting point. We had 235 total responses in this group, and 164 of those responded with suggestions. In making sense of these responses, our focus group worked in teams to categorize them. As a group, we came up with 52 separate categories, which I have narrowed to 20. Each category has between three and twenty-one responses that give similar feedback. The top six categories have at least sixteen responses, after which point, there is a steep decline in the number of responses that fit each category. The top suggestions were:

- Additional controls/restrictions on student devices (21)
- An option for a keyboard or need for typing (19)
- Less time spent using technology (17)
- Differentiation of instructional strategies with tech and non-tech (16)
- Use a different device than iPad (16)
- Continue doing what we are doing (16)
- Use technology in purposeful and innovative ways (16)

We will continue to work with these survey responses to best understand and respond to the large amount of open-ended feedback.



With regard to device options, our focus group saw presentations from Apple and CDWG on Monday, February 25. Apple presented on iPad in K-12 education, specifically focusing on the changes between our current devices and the newest iPad (iPad 6th Generation). CDWG presented on Chromebooks in K-12 education, demonstrating how students and teachers can use the Chrome operating system in schools. With this being a day when school was closed, we also used a video option for people in the group to view the presentations either live or at a later time. Members of the focus group provided some feedback and questions following these presentations. You can see that feedback here: <http://bit.ly/2NKOpU7>. Some responses to our teacher and parent surveys request student laptops, iPad Pros, or Surface Pro tablets. These options are cost-prohibitive, which is why we are looking specifically at Chromebooks and iPads.

At our March 4th meeting, the student device refresh focus group reviewed feedback and discussed questions specific to the device options. That meeting agenda includes some of the discussion and can be accessed here: <http://bit.ly/2tWPOh4>. Consensus in the focus group at this time is to continue using iPads for all grade levels and to potentially add Chromebook carts and/or more access to keyboards to use with iPads.

At this point, I am gathering pricing information for iPads for K-12, 1 device for every two students in K-2, and 1:1 devices for grades 3-12. I am also gathering pricing information for iPads for K-8 (1 device for every two students in K-2, and 1:1 for grades 3-8) and 1:1 Chromebooks for high school students and teachers.

I am also gathering high school student feedback and working with Principal Joel Leer to communicate options to high school teachers and inform high school staff about what each of the devices can do, what some of the advantages and disadvantages of each of the devices are, and to make a decision on the best option moving forward.

# **NORTHFIELD PUBLIC SCHOOLS**

## **School Board Minutes**

February 25, 2019

Northfield High School Media Center

### **I. Call to Order**

Board Vice Chair Dr. Ellen Iverson called the Regular meeting of the Northfield Board of Education of Independent School District 659 to order at 7:00 p.m. Present: Goerwitz, Hardy, Stratmoen, Quinnell, Baraniak, and Iverson. Absent: Pritchard. Vice Chair Iverson stood in for Chair Pritchard who was unable to attend the meeting.

### **II. Agenda Changes / Table File**

Table File items were added.

### **III. Public Comment**

There was no public comment.

### **IV. Announcements and Recognitions**

- Congratulations to five Raiders gymnasts, Sidney Petersen, Adison Dack, Ellie Stodden, Hannah Ringlien, and Kasey Mohlke who qualified for the individual state gymnastics finals held at Maturi Pavilion at the University of Minnesota, and to their head coach, Leanne Fricke, who was honored as the Big 9 coach of the year.
- Congratulations to sophomore Libby Brust and senior Caroline Pritchard, who both qualified and competed at the alpine ski state finals at Giants Ridge in Biwabik.
- Congratulations to Coach Geoff Staab, who was honored as section coach of the year, and the wrestling team for earning a trip to the state tournament. They wrestle in the first round on Thursday, February 28 at 9:00 am at the Xcel Energy Center. Additionally, six wrestlers individually qualified for the state tournament. Congratulations to Chase Murphy, Trayton Anderson, Drew Woodley, Jake Messner, Jack Stanton, and Nick Lopez.
- Congratulations to Coach Doug Davis, who was named section coach of the year, and the boys swim team for winning Section 1A. The team is headed to the state tournament this coming Thursday - Saturday.
- Congratulations to Tony Mathison, girls basketball coach, who earned his 300th career coaching victory last week.
- The Board recognized Dr. Hillmann, Jim Kulseth, and the Grounds Crew for their decisions and execution during this difficult month of unprecedented weather. Board member Stratmoen recited the following poem:

#### The Snow Day

It goes with the job, this checking and creepin', to check out the snowdrifts, while the kids are still sleepin'.  
You're up before dawn, while streets are so crummy, and hours to go, to see the sun's sunny.  
Dr. Hillman's out driving, to judge the winds fury, while Jim and his team, are clearing like ... HURRY!  
And Benjamin Bus, also part of the team, to keep the kids safe, of your work, we just beam!  
So thanks to you all, your gifts are so ample, keep working together, you're a classy example!

### **V. Items for Discussion and Reports**

- A. Legislative Update. Superintendent Hillmann provided a legislative update and review of Governor Walz's budget that was announced on February 19, 2019. The February forecast, which will be published later this week, will initiate action in the Minnesota legislature, which is the only split legislature in the nation. The Governor's budget is called "One Minnesota" and represents an investment of \$733 million in additional pre-K through grade 12 education funding over the next two years. Board members are encouraged to join Superintendent Hillmann and Chair Pritchard for "A Day at the Capitol" on March 26, 2019.

### **VI. Committee Reports**

Iverson and Baraniak provided updates to the Board regarding District Youth Council, Northfield Human Rights Commission, and Northfield Forward.



VII. Consent Agenda

On a motion by Goerwitz, seconded by Stratmoen, the Board approved the following Consent Agenda items:

- A. Minutes. Minutes of the Regular School Board meeting held on February 11, 2019.
- B. Authorization to Waive the Ban of Fireworks or Ammunition on School District Property to Permit Fireworks Display on July 4. The District was contacted by the City of Northfield, the sponsor of the July 4th fireworks display, for permission to use the green space between Northfield Middle School and Bridgewater Elementary School for the fireworks display. The School District has granted permission for this activity and waived the ban of fireworks on School District property in the past.
- C. Personnel Items
  - a) Appointments
    - 1. Daniel Foley, 1.0 FTE Long Term Substitute Third Grade Compañeros Teacher at Sibley, beginning 04/02/2019-05/14/2019; MA+30, Step 15
    - 2. Jessica Huebsch, 1.0 FTE Administrative Support Assistant Class IV at Bridgewater, beginning 03/04/2019; Class IV Step 3-\$20.23/hr.
    - 3. Shelly Sheets, Long Term Substitute Child Nutrition Associate I for 3.75 hours/day at the High School, beginning 03/04/2019-approximately 04/26/2019; CNA I \$17.58/hr.
  - b) Increase/Decrease/Change in Assignment
    - 1. Lori Berg, CNAI for 3.75 hours/day at the High School-\$17.58/hr., change to CNAII for 5.5 hours/day at the High School-\$18.58/hr., effective 02/13/2019-03/14/2019 then 6.25 hours/day from 3/15/2019-4/25/2019. \$18.58/hr.
    - 2. Russel Boyington, Community School Evening Site Assistant at Greenvale Park, add Community School Evening Club Leader for 1 hour on Tuesdays at Greenvale Park, effective 02/19/2019-05/14/2019; \$21.01/hr.
    - 3. James Schreffler, Special Ed EA-PCA at Longfellow/ALC, add an extension of the Special Ed EA-PCA position at Longfellow/ALC through the end of the 2018-2019 school year, effective 02/21/2019-06/07/2019.
    - 4. Rebecca Stoufis, Long Term Substitute Special Education Teacher at Bridgewater, add an extension of the Long Term Substitute Special Education Teacher position at Bridgewater through the end of the 2018-2019 school year, effective 03/11/2019-06/07/2019.
  - c) Leave of Absence
    - 1. Jen Henriksen, Office Specialist at the Middle School, Family/Medical Leave of Absence, effective on 02/28/2019-03/08/2019.
    - 2. Kristen Johnson, Teacher at Greenvale Park, Family/Medical Leave of Absence, effective 2/25/2019-3/8/2019.
    - 3. James Schreffler, EA at the ALC/Longfellow, Leave of Absence, effective 2/13/2019-03/01/2019.
  - d) Retirements/Resignations/Terminations
    - 1. Kati Awad, General Ed EA at Sibley, unable to accept position, effective 01/22/2019.
    - 2. Brynne Stellner, Assistant Track and Field Coach at the High School, resignation effective 2/14/2019.
    - 3. Ethan Ellis, Event Worker Speech Judge at the High School, declined position effective 2/21/2019.
    - 4. Matthew Kolstad, Event Worker Speech Judge at the High School, declined position effective 2/21/2019.
    - 5. Claire Mueller, Event Worker Speech Judge at the High School, declined position effective 2/21/2019.
    - 6. Maya Rogers, Event Worker Speech Judge at the High School, declined position effective 2/21/2019.
- D. Gift Agreement

A \$3,526.60 donation to Bridgewater Elementary: \$1,795 for Kindness Retreat and \$1,731.50 for roller skating PE unit.

VIII. Superintendent's Report

- A. Items for Individual Action
  - 1. 2019-2020 Operating Capital and Long-Term Facilities Maintenance Budgets. On a motion by Stratmoen, seconded by Goerwitz, the Board unanimously approved the 2019-2020 Operating Capital and Long-Term Facilities Maintenance Budgets as follows:

	<u>Revenues</u>	<u>Expenditures</u>
Operating Capital	\$1,966,791	\$1,926,197
Long-Term Facilities Maintenance	\$1,528,531	\$1,127,078

2. 2018-19 Unprecedented Winter Weather Planning. On a motion by Baraniak, seconded by Hardy, the Board unanimously approved to continue replacing full-day closures with flexible learning days for the remainder of the 2018-19 school year and identify June 10 and 11, 2019, as targeted student make-up days should there be more than four additional full-day closures.

#### IX. Items for Information

- A. Educational Assistant Recognition Week is March 4-8, 2019. This week has been designated as Educational Assistant Recognition Week. Educational Assistants provide services in a variety of positions within schools, including support for instruction and individual students, student activities, and numerous tasks that contribute to educational success. The support and services provided by educational assistants are integral to improving student achievement and increasing the effectiveness of Minnesota schools.
- B. Construction Update #4. Superintendent Hillmann provided an update on the District's construction projects which included the wrap up of the Bridgewater core team meetings, and the transition to the user group phase. Greenvale Park's core planning team continues to meet but will wrap up in the next meeting or two.
- C. Achievement and Integration Revenue. Superintendent Hillmann and Director Mertesdorf shared information about the District's eligibility for the State's Achievement and Integration Revenue program. The District is eligible for \$357,000 in funding: approximately 70% in state aid and 30% as a local levy. The goal of the three-year program is to increase economic and racial integration, and decrease economic and racial disparities.
- D. Work Session Scheduling: Tuesday, March 19, 2019. Superintendent Hillmann reviewed a proposed work session tentatively scheduled for Tuesday, March 19, 2019, from 5 pm-7 pm. The Board agreed to hold the work session.
- E. Bus Driver Appreciation Day. The State of Minnesota will celebrate the third annual School Bus Driver Appreciation Day on Wednesday, February 27, 2019, to highlight the dedication and integrity of these professional drivers.
- F. American Indian Parent Meeting. Director of Teaching and Learning Mary Grace Hanson provided an update on the American Indian Parent meeting held on Thursday, January 24, 2019.

#### X. Future Meetings

- A. Monday, March 11, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- B. Tuesday, March 19, 2019, 5:00 PM, Board Work Session, NHS Media Center
- C. Monday, April 8, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- D. Monday, April 22, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center

#### XI. Adjournment

On a motion by Goerwitz, seconded by Hardy, the Board adjourned at 8:15 p.m.

Noel Stratmoen  
School Board Clerk



# **AIA**® Document C132™ – 2009

## **Standard Form of Agreement Between Owner and Construction Manager as Adviser**

**AGREEMENT** made as of the 14th day of December in the year 2018  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Northfield Public Schools ISD #659  
1400 Division ST S  
Northfield, MN 55057

and the Construction Manager:  
(Name, legal status, address and other information)

Knutson Construction Services Rochester, Inc.  
5985 Bandel Road NW  
Rochester, MN 55901

for the following Project:  
(Name, location and detailed description)

- 1) New Elementary School at Greenvale Park Elementary
- 2) Renovation & additions to Sibley Elementary, Bridgewater Elementary, and Longfellow Elementary
- 3) Renovation of Greenvale Park Elementary as an Early Childhood Center

The Architect:  
(Name, legal status, address and other information)

Wold Architects  
332 Minnesota Street, Suite W2000  
St. Paul, MN 55101

The Owner and Construction Manager 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™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. \*AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

The construction documents will be generated by the Architect. The Construction Manager will define the scope of work for the subcontractors and provide construction administration services throughout the project.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

The project consists of a new elementary school on the Greenvale Park campus, converting the current Greenvale Park school into a district-wide early childhood center, additions & renovations at Bridgewater Elementary, additions & renovations at Sibley Elementary, and renovations at Longfellow to house District Offices.

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

*(Provide total and, if known, a line item breakdown.)*

\$30,491,000

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

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.2 Commencement of construction:

April 1, 2019

.3 Substantial Completion date or milestone dates:

June 1, 2021

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:  
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Competitive Bid for Multiple Prime Contracts

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

To be determined

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Not applicable

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:  
(List name, address and other information.)

Dr. Matt Hillmann  
Northfield Public Schools ISD #659  
1400 Division ST S  
Northfield, MN 55057

§ 1.1.9 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:  
(List name, address and other information.)

Not Applicable

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:  
(List name, legal status, address and other information.)

.1 Land Surveyor:

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Other:

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*(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)*

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:  
*(List name, address and other information.)*

Thomas Leimer  
Knutson Construction Services Rochester, Inc.  
5985 Bandel Road NW  
Rochester, MN 55901

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:  
*(List any specific requirements and personnel to be included in the staffing plan, if known.)*

Thomas Leimer  
Vice President / General Manager  
Knutson Construction Services Rochester, Inc.

Josh Cooper  
Senior Project Manager  
Knutson Construction Services Rochester, Inc.

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

.1 Cost Estimator:  
*(List name, legal status, address and other information.)*

Not Applicable

.2 Other consultants:

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

Not Applicable

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

Not Applicable

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

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by 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.

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§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

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

§ 2.5 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.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00 ).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than Not Applicable (\$ N/A ) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

### **ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES**

#### **§ 3.1 Definition**

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

#### **§ 3.2 Preconstruction Phase**

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 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, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (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, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

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**§ 3.2.4** Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

**§ 3.2.5** The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect 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.

**§ 3.2.6** The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. 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 could affect the Project's timely completion.

**§ 3.2.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

**§ 3.2.8** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

**§ 3.2.9** The Construction Manager shall provide recommendations and information to the Owner and Architect 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.

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

**§ 3.2.11** The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required 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.

**§ 3.2.12** 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 well in advance of construction, and the occupancy requirements of the Owner.

**§ 3.2.13** The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

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**§ 3.2.14** The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

**§ 3.2.15** The Construction Manager shall provide an analysis of 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 minimize adverse effects of labor shortages.

**§ 3.2.16** 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 for quasi governmental authorities for inclusion in the Contract Documents.

**§ 3.2.17** 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 Architect's review and the Owner's approval.

**§ 3.2.18** The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

**§ 3.2.19** The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, 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. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

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

**§ 3.2.21** The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

**§ 3.2.22** 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 various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

### **§ 3.3 Construction Phase Administration of the Construction Contract**

**§ 3.3.1** Subject to Section 4.3, 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.

**§ 3.3.2** 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.

**§ 3.3.3** 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™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

**§ 3.3.4** The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime 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 Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

**§ 3.3.5** Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors

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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 well 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, if any, to the Owner and Architect.

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

**§ 3.3.7** Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

**§ 3.3.8** The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

**§ 3.3.9** The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime 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 and Architect as to variances between actual and budgeted or estimated costs. If the 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.

**§ 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 Multiple Prime 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 are Multiple Prime Contractors 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 Multiple Prime 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

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to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and 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, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.3.13** The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime 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 Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime 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 the 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 3.3.20.1. 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 such 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 and Architect 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 Contractor or Multiple Prime 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 with its written recommendation, and 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 they are accepted, prepare Change Orders and 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 4.3.1.7.

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**§ 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 all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime 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 Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

**§ 3.3.20** The Construction Manager shall keep a daily 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.

**§ 3.3.20.1** 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 Multiple Prime 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; and
- .11 Any other items the Owner may require:

**§ 3.3.20.2** 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 progress reports:

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

**§ 3.3.21** Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

**§ 3.3.22** 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.

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

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**§ 3.3.24** When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the 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.

**§ 3.3.25** When the Work 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 Contractor. 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 evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

**§ 3.3.26** The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (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 Contractor under the Contract Documents, including warranties and similar submittals.

**§ 3.3.27** The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

**§ 3.3.28** 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, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

**§ 3.3.29** 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 to review the facility operations and performance.

#### ARTICLE 4 ADDITIONAL SERVICES

**§ 4.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional 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 11.2.

*(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
<b>§ 4.1.1</b> Measured drawings	Not Applicable	
<b>§ 4.1.2</b> Architectural interior design (B252™-2007)	Not Applicable	
<b>§ 4.1.3</b> Tenant-related services	Not Applicable	
<b>§ 4.1.4</b> Commissioning (B211™-2007)	Not Applicable	
<b>§ 4.1.5</b> LEED® certification (B214™-2012)	Not Applicable	
<b>§ 4.1.6</b> Furniture, furnishings, and equipment design (B253™-2007)	Not Applicable	

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

Not Applicable

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 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 Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's prior written authorization and the Construction Manager is not entitled to compensation for additional services if such written authorization is not given:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing 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;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Thirty ( 30 ) months of the date of this Agreement, 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 the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. 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 any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the

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Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

**§ 5.3** The Owner acknowledges that accelerated, phased or fast-track scheduling provides 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 B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

**§ 5.5** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. 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 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 but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.8** 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 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 maintain professional liability insurance and other liability insurance as appropriate to the services provided.

**§ 5.9** 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.

**§ 5.10** 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. The Owner's obligation to furnish legal services does not require to Owner to defend or indemnify the Construction Manager's alleged negligent or wrongful acts.

**§ 5.11** The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services. However, failure of the Owner to provide such notice shall not relieve the Construction Manager from its obligation under this agreement.

**§ 5.12** 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.

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

**§ 5.14** Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract 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.

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

## **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 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, 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 may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed 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, over Contractors' methods of determining bid prices, or over 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 budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

**§ 6.3** If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

**§ 6.4** If, prior to the conclusion of the Design Development Phase, 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, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

**§ 6.5** If the estimate of the Cost of the Work at the conclusion of the Design Development Phase 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 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
- .3 implement any other mutually acceptable alternative.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, 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

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Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

**§ 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 A232-2009, 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 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 Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

**§ 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 as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 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:

*(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, 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.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

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[ X ] Litigation in a court of competent jurisdiction

[ ] Other: (Specify)

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

## **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 Construction Manager shall be paid 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

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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 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** In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

**§ 9.7** Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated.

**§ 9.7.1** In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

**§ 9.7.2** In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

**§ 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.

**§ 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.

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§ 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 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.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

\$22,000

§ 11.1.2 For Construction Phase Services in Section 3.3:

*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

The final construction phase services will be defined after all bids are received and a change order issued to increase the contract value.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation.)*

Not applicable

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Zero percent ( 0 %), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Senior Project Manager	\$ 105.00/Hour

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Project Manager	\$ 85.00/Hour
Superintendent	\$ 98.00/Hour
Safety Professional	\$ 124.00/Hour

#### **§ 11.6 Compensation for Reimbursable Expenses**

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

- .1 Mileage based on federal rates in connection with the project and Owner requested out of state travel.
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's 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 the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

**§ 11.6.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Zero percent ( 0 %) of the expenses incurred.

#### **§ 11.7 Payments to the Construction Manager**

**§ 11.7.1** An initial payment of Zero ( \$ 0 ) 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.

**§ 11.7.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty-Five ( 35 ) 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 the Construction Manager.  
(Insert rate of monthly or annual interest agreed upon.)

The Rate provided by Minnesota Statute 549.09.

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

**§ 11.7.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Supporting documentation shall be submitted with monthly invoices as requested.

#### **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

#### **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 Owner and Construction Manager.

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

Init.

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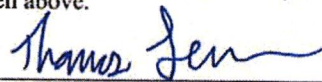


- .1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

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

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

Matt Hillmann, Superintendent  
(Printed name and title)



\_\_\_\_\_  
**CONSTRUCTION MANAGER** (Signature)

Thomas Leimer, Vice President/General Manager  
(Printed name and title)

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**2018 Referendum****Fee Calculations****Bridgewater Elementary School**

Category	Project Cost	Construction Cost	1/2 of Contingency	Total Fee Basis	Fee Percentage	Proposed Fee
Additions and Renovations	\$2,113,000	\$1,603,000	\$76,500	\$1,679,500	7.50%	\$125,963

**New Greenvale Elementary School**

Category	Project Cost	Construction Cost	1/2 of Contingency	Total Fee Basis	Fee Percentage	Proposed Fee
New 90,000 SF Elementary	\$27,619,000	\$22,014,000	\$553,000	\$22,567,000	6.00%	\$1,354,020

**Sibley Elementary School**

Category	Project Cost	Construction Cost	1/2 of Contingency	Total Fee Basis	Fee Percentage	Proposed Fee
Additions and Renovations	\$7,382,000	\$5,603,000	\$282,500	\$5,885,500	7.50%	\$441,413

**Greenvale Park EC**

Category	Project Cost	Construction Cost	1/2 of Contingency	Total Fee Basis	Fee Percentage	Proposed Fee
Renovation	\$859,000	\$646,000	\$35,000	\$681,000	7.50%	\$51,075

**Longfellow DO / ALC Renovations**

Category	Project Cost	Construction Cost	1/2 of Contingency	Total Fee Basis	Fee Percentage	Proposed Fee
Renovation	\$837,000	\$625,000	\$34,000	\$659,000	7.50%	\$49,425

Category	Project Cost	Construction Cost	1/2 of Contingency	Total Fee Basis		Proposed Fee
District Wide	\$38,810,000	\$30,491,000	\$981,000	\$31,472,000		\$2,021,895



# AIA<sup>®</sup> Document B132<sup>™</sup> – 2009

## ***Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition***

**AGREEMENT** made as of the    day of    in the year  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Independent School District #659  
Northfield Public Schools  
1400 Division Street South  
Northfield, Minnesota 55057

and the Architect:  
(Name, legal status, address and other information)

Wold Architects and Engineers  
332 Minnesota Street, West 2000  
Saint Paul, Minnesota 55101  
Telephone Number: 651-227-7773  
Fax Number: 651-223-5646

for the following Project:  
(Name, location and detailed description)

The Construction Manager:  
(Name, legal status, address and other information)

Knutson Construction Services  
5985 Bandel Road Northwest  
Rochester, Minnesota 55901

The Owner and Architect 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<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232<sup>™</sup>–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232<sup>™</sup>–2009 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 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 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 based on the Initial Information set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

To be determined by separate fee letter.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

To be determined by separate fee letter.

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

*(Provide total and, if known, a line item breakdown.)*

To be determined by separate fee letter.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

To be delineated by Owner, Architect and Construction manager as design progresses.

.2 Commencement of construction:

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To be delineated by Owner, Architect and Construction manager as design progresses.

**.3 Substantial Completion date or milestone dates:**

To be delineated by Owner, Architect and Construction manager as design progresses.

**.4 Other:**

To be delineated by Owner, Architect and Construction manager as design progresses.

**§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:**

*(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)*

☐ One Contractor

☒ Multiple Prime Contractors

☐ Unknown at time of execution

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

*(List number and type of bid/procurement packages.)*

To be delineated by Owner, Architect and Construction manager as design progresses.

**§ 1.1.7 Other Project information:**

*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

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

*(List name, address and other information.)*

Matthew Hillman, Ed. D., Superintendent  
ISD #659 Northfield Public Schools  
1400 Division Street South  
Northfield, Minnesota 55057

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

*(List name, address and other information.)*

N/A

**§ 1.1.10 The Owner will retain the following consultants:**

*(List name, legal status, address and other information.)*

Init.

.1 Construction Manager: The Construction Manager is identified on the title page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

*(Paragraphs Deleted)*

*(Paragraph Deleted)*

*(Paragraph Deleted)*

*(Paragraph Deleted)*

*(Paragraphs Deleted)*

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address and other information.)*

Vaughn Dierks will be the primary contact, with multiple representatives from the Architect as appropriate to coordinate with the Scope of the Work.



§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address and other information.)

See Section 4.1 for a delineation of Basic and Additional Services

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

BKBM Engineers  
5930 Brooklyn Blvd.  
Minneapolis, MN 55429-2518

.2 Mechanical Engineer:

Wold Architects and Engineers  
332 Minnesota Street  
Suite W2000  
St. Paul, Minnesota 55101

.3 Electrical Engineer:

Wold Architects and Engineers  
332 Minnesota Street  
Suite W2000  
St. Paul, Minnesota 55101

§ 1.1.12.2 Consultants retained under Additional Services:

.4 Civil Engineer:

Anderson Johnson Associates, Inc.  
Valley Square Office Center, Suite 200  
7575 Golden Valley Road  
Minneapolis, MN 55427

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

Init.

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

## **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of \$2,000,000 per claim / \$2,000,000 aggregate for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of \$1,000,000 per occurrence combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability.

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of \$2,000,000 per claim / \$2,000,000 aggregate per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

## **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services, civil engineer, cost estimating, food service, pool, theater, acoustic, and landscaping consultant will be hired by Architect as services are required as part of Basic Services.. Services not set forth in this Article 3 are Additional Services.



§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect 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, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager 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 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect 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 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches if requested by Owner. The Architect 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, the Architect shall prepare and present to the Owner and Construction Manager, 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, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital



modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider, if requested by Owner, environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

**§ 3.2.5.2** The Architect shall consider with the Owner and the Construction Manager 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 schedule and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

**§ 3.2.7** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, 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, the Architect shall incorporate the required 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, the Architect 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 pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. The Architect will update the estimate of the Cost of the Work based on the Design Development Scope and Drawings.

**§ 3.3.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. The Architect shall advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.3.3** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### **§ 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, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.



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

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms. The Architect shall update the estimate of the Cost of the Work based on the Construction Documents.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents. The Architect shall advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.4.6 The Architect shall work with the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall have the primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner. The Architect shall observe those applicable laws, statutes, ordinances, codes, rules and regulations in force and publically announced as of the date of this agreement or as of the date of subsequent compensation amendments whichever is the latter.

§ 3.4.7 Owner understands that relatively few guidelines are available with respect to compliance with Americans with Disabilities Act (ADA). Architect is aware of developments in this field, including ADA guidelines that are incorporated in the building code, and legal decisions, but cannot guarantee or warrant that Architect's opinion of appropriate compliance measures will be found valid.

### § 3.5 Bidding or Negotiation Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager 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 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.



### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** In the event the lowest bid (or bids) exceeds the budget for the Project or a bid section of the project, the Architect, in consultation with and at the direction of the Owner, shall provide such modifications in the Contract Documents as necessary to bring the cost of the Project within the budget, unless Owner directs the Architect to bid a project estimated over budget.

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

**§ 3.5.3.3** The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

**§ 3.5.3.4** The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager 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** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect 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 the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect'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 Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the end of the one year Contractor's construction warranty period.

#### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect 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, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

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

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect'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 the Architect 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, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect'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** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

**§ 3.6.3.2** The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect'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) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 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 has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.4** The Architect shall maintain a record of the applications and certificates for payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager 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 the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect'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 Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, 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. The Architect'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 shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect 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** The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

**§ 3.6.5.3** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and



completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

#### ARTICLE 4 ADDITIONAL SERVICES

**§ 4.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.  
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Basic Services	
§ 4.1.2 Multiple preliminary designs	N/P	
§ 4.1.3 Measured drawings	Owner	
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site evaluation and planning (B203™–2007)	Basic Services	
§ 4.1.6 Building information modeling	N/P	
§ 4.1.7 Civil engineering	Basic Services	
§ 4.1.8 Landscape design	Basic Services	
§ 4.1.9 Architectural interior design (B252™–2007)	Basic Services	
§ 4.1.10 Value analysis (B204™–2007)	N/P	
§ 4.1.11 Detailed cost estimating	Basic Services	
§ 4.1.12 On-site project representation (B207™–2008)	N/P	
§ 4.1.13 Conformed construction documents	N/P	
§ 4.1.14 As-designed record drawings	N/P	
§ 4.1.15 As-constructed record drawings	N/P	
§ 4.1.16 Post occupancy evaluation	N/P	
§ 4.1.17 Facility support services (B210™–2007)	N/P	
§ 4.1.18 Tenant-related services	N/P	
§ 4.1.19 Coordination of Owner's consultants	Architect	See 4.2
§ 4.1.20 Telecommunications/data design	N/P	See 4.2
§ 4.1.21 Security evaluation and planning (B206™–2007)	N/P	
§ 4.1.22 Commissioning (B211™–2007)	N/P	
§ 4.1.23 Extensive environmentally responsible design	N/P	
§ 4.1.24 LEED® certification (B214™–2007)	N/P	
§ 4.1.25 Historic preservation (B205™–2007)	N/P	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™–2007)	N/P	See 4.2

**§ 4.2** Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.



Architect will coordinate efforts of Engineering services hired directly by Owner as they relate to the contracted work. For telecommunications and data design Architect will provide typical infrastructure for building, but will not be responsible for design and acquisition of any phone systems, computers or similar equipment to be utilized in building. Architect will provide basic layouts for furniture, fixtures and equipment as a result of information gathered during design process. This is not intended to be a comprehensive list of FF&E needs, but rather a design concept of how FF&E might be used in the design of the space.

**§ 4.3** Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.3.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's prior written authorization and Architect is not entitled to compensation for additional services if such written authorization is not given:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

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

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .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;
  - .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
  - .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

*(Paragraph Deleted)*

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 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 the Architect 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 Contractor 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. Any additional costs incurred or anticipated by the Architect shall be submitted to the Owner for agreement in writing prior to proceeding.

§ 5.5 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 the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.



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

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

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect'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 in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 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.

§ 5.10 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. The Owner's obligation to furnish legal services does not require the Owner to defend or indemnify the Architect or the Architect's alleged wrongful or negligent acts.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager 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. However, failure to provide such notice does not relieve the Architect from its obligations under this agreement.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's Services.

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

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

## 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 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, 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 may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect 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, the Architect 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 Architect.

**§ 6.3** The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

**§ 6.3.1** If the Architect is providing detailed cost estimating services, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

**§ 6.4** If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.5** If the estimate of the Cost of the Work at the conclusion of the Design Development Phase 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 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

**§ 6.6** If the Owner chooses to proceed under Section 6.5.2, the Architect, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6. If the budget or scope is increased by the Owner, the Architect shall submit any additional fees based on the scope increase for the Owner's approval prior to proceeding.

**§ 6.7** After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's 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 the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect'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, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect 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 the Architect and Architect's 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 the Architect 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 the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect 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 A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, 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.

*(Paragraph Deleted)*

### **§ 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 as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.



§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 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:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)*

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

*(Paragraphs Deleted)*

#### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the



interruption and resumption of the Architect's services. The Architect'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 fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 This Agreement may be terminated by the Owner upon seven (7) days written notice to Architect in its sole discretion. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than 15 days following said notice.

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

*(Paragraph Deleted)*

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect 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.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect 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 Architect.

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it

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to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 Owner irrevocably assigns to Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. Owner shall cooperate with Architect to establish Architect's eligibility for these federal tax credits. Architect shall be responsible for the costs of the independent third party energy study and certification.

## ARTICLE 11 COMPENSATION

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

*(Insert amount of, or basis for, compensation.)*

A. Format for Fixed Fees Assigned to Specific Projects:

- \*New Building: 6% x Construction Cost Estimate
- \*Additions with Remodeling: 7.5% x Construction Cost Estimate
- \*Remodeling: 7.5% x Construction Cost Estimate
- \* "Gut" Job Renovations: 8.5% x Construction Cost Estimate

Commissioning by separate contract.

B. Furnish and Equipment Services (if requested)

Fixed Fee Based on 6% of the Furnishings Cost Documented by Wold

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

For any proposed additional services, Architect will propose Fixed Fees as defined in 11.1 in written form for approval before proceeding. If the Owner prefers an Hourly rate, it shall be proposed as 1.25 x (salary plus overhead)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

For any proposed additional services, Architect will propose Fixed Fees as defined in 11.1 in written form for approval before proceeding. If the Owner prefers an Hourly rate, it shall be proposed as 1.25 x (salary plus overhead)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect times 1.25.

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

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

**§ 11.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect 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 hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**Employee or Category**

**Rate (\$0.00)**

**§ 11.8 Compensation for Reimbursable Expenses**

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

- .1 Mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project, including government agency review and permit fees;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;

*(Paragraphs Deleted)*

- .8 Architect's 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 the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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

**§ 11.9 Compensation for Use of Architect's Instruments of Service**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

**§ 11.10 Payments to the Architect**

**§ 11.10.1** An initial payment of zero ( \$ 0.00 ) 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.

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§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-five ( 35 ) 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 the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

Local rate of interest as set by Minnesota Statute Section 549.09.

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

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Supporting documentation will be submitted with invoices for review.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents:  
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

\_\_\_\_\_  
OWNER(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
ARCHITECT(Signature)

Vaughn Dierks | AIA, LEED AP  
Partner

\_\_\_\_\_  
(Printed name and title)

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LongfellowEarly Childhood

Banks	13
Dorey	17
Gross	12
Kremin	7
Kruse	10
O'Connor	4
Roth	7
Schnorr	10
Sorenson	8
Waters	20
Webster	4
Winter	14
<b>** TOTAL</b>	<b>126</b>

Greenvale Park

K	Flicek	15	
K	Hagberg	14	
K	Solinger (Malecha)	15	
K	Ziemann	15	
1	Landry	26	C
1	Nivala	15	
1	Peterson	18	
1	Zach	21	
2	Amundson	24	C
2	Bulfer	13	
2	Johnson	12	
2	Larson	13	
3	Alvarez, C	24	C
3	McLaughlin	19	
3	Timerson	18	
3	Youngblut	18	
4	Clarey	19	
4	Dimick	18	
4	Garcia	23	C
4	Ennis (Hetzel)	19	
5	Alvarez, R	22	C
5	Harding	17	
5	Sickler	18	
5	Spitzack	19	
	<b>TOTAL</b>	<b>435</b>	

Middle School

Grade 6-2025	339
Grade 7-2024	334
Grade 8 (*inc. 7 - 1/2 day)-2023	302.5
<b>TOTAL</b>	<b>975.5</b>

\*7 (3.5) St. Dominic's students attend 1/2 day

High School

Grade 9-2022	352
Grade 10-2021	356
Grade 11-2020	310
Grade 12-2019	332
<b>TOTAL</b>	<b>1350</b>

Early Childhood**	126
Kindergarten-2031	248
Grade 1-2030	267
Grade 2-2029	247
Grade 3-2028	278
Grade 4-2027	291
Grade 5-2026	275
<b>Total K-5</b>	<b>1732</b>
<b>Total Middle School</b>	<b>975.5</b>
<b>Total High School</b>	<b>1350</b>
<b>GRAND TOTAL</b>	<b>4057.5</b>
<b>ALC 9-12</b>	<b>126</b>
<b>GRAND TOTAL with ALC</b>	<b>4183.5</b>

Full Time only

(excluding EC and

Part-time/Independent

Study ALC)

3982.5

Sibley

Grade	Teacher	
K	Born	24
K	Downs	21
K	Heil	24
K	Matson	23
1	Craft	24
1	Sasse	23
1	Sieger	25
1	Swenson	24
2	Baker	23
2	Seeberg	21
2	Soderlund	21
2	Spitzack	22
3	Guggisberg	25
3	Jandro	25
3	Johnson	28
3	Sweeney	24
4	Fox	24
4	Haar	23
4	McManus	22
4	Rud	24
5	Baragary	28
5	Malecha	28
5	Ostermann	21
5	Stulken	28
	<b>TOTAL</b>	<b>575</b>

Bridgewater

K	Cade	19
K	Danielson	19
K	Allison	19
K	Haley	19
K	Tran	21
1	Charlton	21
1	Ellerbush	21
1	Hall	22
1	Hodel	
1	(Lanza)	27
2	Lane	24
2	Lofquist	26
2	Rubin	23
2	Schwaab	25
3	Larson	27
3	Sickler	24
3	Temple	23
3	Truman	23
4	Holden	24
4	Ryan	24
4	Schuster	24
4	Shepherd	23
4	Swenson	24
5	DeVries	25
5	Duchene	24
5	Kohl	23
5	Rauk	22
	<b>TOTAL</b>	<b>596</b>

ALC

Grade	F/T	**P/T	**I/S	TOTAL
Grade 9-2021	2	0	2	2
Grade 10-2020	6	0	13	19
Grade 11-2019	15	0	21	36
Grade 12-2018	30	0	39	69
<b>TOTAL</b>	<b>53</b>	<b>0</b>	<b>75</b>	<b>126</b>

Enrollments represent 100% enrolled except where indicated by \*\*

Half day St. Dominic's students are represented by \*



							2018-2019						
School and Grade Level	September 4th	September 7th	September 14th	September 21st	October 1st	November 1st	December 3rd	January 2nd	February 1st	March 1st	April 2nd	May 1st	End of Year 6/7/19
<b>Longfellow</b>													
Early Childhood	84	82	85	87	86	98	110	109	115	126			
<b>Total</b>	<b>84</b>	<b>82</b>	<b>85</b>	<b>87</b>	<b>86</b>	<b>98</b>	<b>110</b>	<b>109</b>	<b>115</b>	<b>126</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Greenvale Park</b>													
Grade K-2031	58	58	59	60	59	57	57	57	58	59			
Grade 1-2030	84	84	83	83	83	83	82	81	80	80			
Grade 2-2029	62	62	62	62	62	62	62	61	61	62			
Grade 3-2028	81	80	80	79	80	81	80	79	78	79			
Grade 4-2027	73	72	72	72	72	74	77	77	79	79			
Grade 5-2026	76	75	75	75	75	77	78	77	76	76			
<b>Total</b>	<b>434</b>	<b>431</b>	<b>431</b>	<b>431</b>	<b>431</b>	<b>434</b>	<b>436</b>	<b>432</b>	<b>432</b>	<b>435</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Sibley</b>													
Grade K-2031	95	95	95	95	95	94	93	93	92	92			
Grade 1-2030	97	97	96	96	95	97	96	96	96	96			
Grade 2-2029	87	87	87	87	87	87	88	88	87	87			
Grade 3-2028	102	103	103	103	103	103	102	102	102	102			
Grade 4-2027	91	92	92	92	92	93	92	92	93	93			
Grade 5-2026	105	105	105	105	105	104	104	105	105	105			
<b>Total</b>	<b>577</b>	<b>579</b>	<b>578</b>	<b>578</b>	<b>577</b>	<b>578</b>	<b>575</b>	<b>576</b>	<b>575</b>	<b>575</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Bridgewater</b>													
Grade K-2031	100	95	95	97	97	96	97	97	96	96			
Grade 1-2030	94	94	94	94	94	93	92	90	90	91			
Grade 2-2029	98	97	97	97	97	97	97	97	98	98			
Grade 3-2028	98	99	99	98	98	98	98	98	98	97			
Grade 4-2027	116	117	117	117	117	119	120	120	119	120			
Grade 5-2026	93	95	95	95	95	94	93	93	94	94			
<b>Total</b>	<b>599</b>	<b>597</b>	<b>597</b>	<b>598</b>	<b>598</b>	<b>597</b>	<b>597</b>	<b>595</b>	<b>595</b>	<b>596</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Middle School</b>													
Grade 6-2025	342	340	339	339	340	339	339	338	338	339			
Grade 7-2024	330	329	329	329	329	331	334	334	336	334			
Grade 8-2023	298	298	298	296	296	296	297	296	301	299			
St. Dominics	3.5	4	4	4	4	3.5	3.5	3.5	3.5	3.5			
<b>Total</b>	<b>973.5</b>	<b>971.0</b>	<b>970.0</b>	<b>968.0</b>	<b>969.0</b>	<b>969.5</b>	<b>973.5</b>	<b>971.5</b>	<b>978.5</b>	<b>975.5</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
<b>High School</b>													
Grade 9-2022	348	352	352	353	353	354	354	353	353	352			
Grade 10-2021	323	358	357	357	356	355	355	354	356	356			
Grade 11-2020	361	321	323	322	321	315	312	313	311	310			
Grade 12-2019	356	345	344	346	342	339	335	333	333	332			
<b>Total</b>	<b>1388</b>	<b>1376</b>	<b>1376</b>	<b>1378</b>	<b>1372</b>	<b>1363</b>	<b>1356</b>	<b>1353</b>	<b>1353</b>	<b>1350</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ALC</b>													
Grade 9-2022	2	2	2	2	2	3	3	2	2	2			
Grade 10-2021	3	3	6	7	7	7	9	12	12	19			
Grade 11-2020	11	15	17	22	22	25	26	26	27	36			
Grade 12-2019	43	52	56	60	60	67	71	64	59	69			
<b>Total</b>	<b>59</b>	<b>72</b>	<b>81</b>	<b>91</b>	<b>91</b>	<b>102</b>	<b>109</b>	<b>104</b>	<b>100</b>	<b>126</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Grand Total</b>	<b>4114.5</b>	<b>4108.0</b>	<b>4118.0</b>	<b>4131.0</b>	<b>4124.0</b>	<b>4141.5</b>	<b>4156.5</b>	<b>4140.5</b>	<b>4148.5</b>	<b>4183.5</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
Full Time only (excluding EC and Part-time/Independent Study ALC)	4025.0	4007.0	4004.0	4003.0	3996.0	3990.5	3990.5	3980.5	3980.5	3982.5			