

# **BOARD PACKET**

## **December 21, 2017**

**Special Meeting**



*Our Vision:*

*Champion Learning –  
Develop, Educate, and Inspire!*

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**BOARD MEETING AGENDA**

- A. ROLL CALL
- B. MEETING MINUTES (12-11-2017, closed minutes 12-11-2017)
- C. APPROVAL OF AGENDA
- D. SCHOOL PRESENTATIONS – none
- E. SUPERINTENDENT UPDATE
- F. STUDENT REPRESENTATIVES UPDATE
- G. **PUBLIC PARTICIPATION:** *Persons who wish to address the Board may complete a Public Comment Card to be presented to the Board president at the beginning of the meeting. Each speaker is allotted a maximum of 5 minutes unless otherwise notified. Each speaker will be asked to announce his/her name and indicate if he/she represents any organization or agency. No person may speak more than once on the same subject during a single meeting. For further details see our policy on Public Participation at Board Meetings.*
- H. CONSENT ITEMS – none
- I. ACTION ITEMS
  - 1. School Law & Policy Workshop: Critical Technology Issues
  - 2. Life Lease Amendment
  - 3. Approve Granger Contract – Bond Construction Management
  - 4. Approve TMP Contract – Bond Architects and
- J. DISCUSSION ITEMS – none
- K. PUBLIC PARTICIPATION: *See Policy 0167.3*
- L. BOARD COMMENTS
- M. INFORMATION ITEMS
  - 1. Nice Job Notes – November
- N. CLOSED SESSION – none

**CALENDAR**

- \*Thursday, January 4 – 5:00pm  
Facilities (Copeland)
- \*Monday, January 8<sup>th</sup> – 7:00pm  
Board Meeting (Creekside)
- \*Monday, January 22<sup>nd</sup> – 7:00pm  
Board Meeting (Creekside)
- \*Thursday, February 8<sup>th</sup> – 7:00pm  
Facilities (Copeland)

**BOARD NOTES – SPECIAL MEETING  
DECEMBER 21, 2017**

**A. ROLL CALL**

**B. MEETING MINUTES (12/11/17, closed session 12/11/2017)**

**C. APPROVAL OF AGENDA**

1. Approval of Agenda. Board policy provides that the Superintendent of Schools shall prepare an agenda for all Board meetings as directed by the President of the Board of Education.

\* An appropriate motion might be, "I move that the agenda be approved as presented/amended."

**D. SCHOOL PRESENTATIONS – none**

**E. SUPERINTENDENT UPDATE**

**F. STUDENT REPRESENTATIVES UPDATE**

- G. PUBLIC PARTICIPATION:** *Persons who wish to address the Board may complete a Public Comment Card to be presented to the Board president at the beginning of the meeting. Each speaker is allotted a maximum of 5 minutes unless otherwise notified. Each speaker will be asked to announce his/her name and indicate if he/she represents any organization or agency. No person may speak more than once on the same subject during a single meeting. For further details see our policy on Public Participation at Board Meetings.*

**H. CONSENT ITEMS – none**

**I. ACTION ITEMS**

1. School Law & Policy Workshop: Critical Technology Issues. January 12, MASB will be presenting a school law and policy seminar addressing many of the legal issues challenging school districts today as a result of students and staff misusing technology. The cost is \$180 per person plus travel expenses. Barbara Read would like to attend this workshop.

\* An appropriate motion might be, "I move that the registration fee plus expenses be approved for Board member Barbara Read (and any other board members who may be interested) to attend the MASB course *Critical Technology Issues* on Friday, January 12, 2018 from 9:00 AM – 3:00 PM in Lansing."

2. Life Lease Amendment. Board members will receive a handout on an amendment to an existing life lease at tonight's meeting.

3. Approve Granger Contract. Your packet includes a draft of a contract with Granger Construction for construction management related to the 2017 Bond Issue. This contract has been reviewed by district lawyers.

\* An appropriate motion might be, "I move that the Board of Education approve the attached contract with Granger Construction."

**BOARD NOTES – SPECIAL MEETING  
DECEMBER 21, 2017**

4. Approve TMP Contract. Your packet includes a draft of a contract related to the 2017 Bond Issue for TMP Architects. This contract has been reviewed by district lawyers.

\* An appropriate motion might be, "I move that the Board of Education approve the attached contract with TMP Architects."

**J. DISCUSSION ITEMS – none**

**K. PUBLIC PARTICIPATION:** *See Policy 0167.3 for details.*

**L. BOARD COMMENTS**

**M. INFORMATION ITEMS**

1. Nice Job Notes - November 2017

**N. CLOSED SESSION – none**

**DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION  
MEETING MINUTES – DECEMBER 11, 2017**

**A. ROLL CALL**

**Members Present:** Ron Darr, Daryl Kipke, Dick Lundy, Rob Mitzel, Barbara Read, Julie Schumaker, Michael Wendorf

**Members Absent:** student representatives Erin Evans, Hollie Pastorino

**Administrative & Supervisory Staff:** Jeremy Hilobuk, Craig McCalla, Sharon Raschke, Barb Santo, Mollie Sharrar, Chris Timmis, Hope Vestergaard, Gerrod Visel

**D.E.A.:** Jessica Baese

**D.E.S.P.A.:** none

**Transportation:** none

**Press:** Doug Marrin, We Love Dexter

**Guests:** Greg Brand, Tanya Dunn, Eric Kirk, Michelle Eaddy, Scott McLean

The meeting was called to order at approximately 7:03pm by Board President Michael Wendorf.

**B. MEETING MINUTES – 11/13/2017, 11/28/2017, Special Meeting 12/11/2017; Closed Minutes from 11/13/2017 and from Special Meeting 12/11/2017.**

The closed meeting minutes from 11/13/2017 had a typo. Julie Schumaker made a motion to approve the meeting minutes from 11/13/2017, 11/28/2017 and Special Meeting 12/11/2017, the closed minutes from 11/13/2017 as amended, and the special meeting closed minutes from 12/11/2017. Daryl Kipke supported the motion. **Motion Carried (unanimous).**

**C. APPROVAL OF AGENDA**

Board policy provides that the Superintendent of Schools shall prepare an agenda for all meetings as directed by the President of the Board of Education.

President Michael Wendorf noted that closed meeting minutes from 11/13/2017 and 12/11/2017 should be added to the agenda for approval.

Julie Schumaker made a motion to approve the agenda as amended. Rob Mitzel supported the motion. **Motion Carried (unanimous).**

**D. SCHOOL PRESENTATIONS**

1. Outgoing School Liaison Officer Jeremy Hilobuk thanked the Board of Education and Dexter Community Schools staff for their support during his 7.5-year tenure with DCS. New Liaison Officer Gerrod Visel, a Dexter resident and alumnus, introduced himself.

**E. SUPERINTENDENT UPDATE**

1. Liaison Officer. Superintendent Chris Timmis thanked Jeremy Hilobuk for his dedicated service.

**DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION  
MEETING MINUTES – DECEMBER 11, 2017**

2. Director of Facilities. The Superintendent introduced Eric Kirk, whose recommendation to be hired as Director of Facilities was on the evening's consent agenda.
3. MEMPSA Principal of the Year. The Superintendent informed the Board of Education that Cornerstone principal Craig McCalla has been named Outstanding Practicing Principal of 2017 by the Michigan Elementary and Middle School Principals Association (MEMSPA).

**F. STUDENT REPRESENTATIVES UPDATE – none**

**G. PUBLIC PARTICIPATION**

1. Craig McCalla thanked the Board of Education for their support and growth opportunities.
2. Barbara Read read a statement regarding Scott McLean's public comments at the 11/13/2017 Board meeting.

**H. CONSENT ITEMS**

The following consent items were approved in bulk. Julie Schumaker made a motion to approve all consent items. Ron Darr supported the motion. **Motion Carried (unanimous).**

1. Personnel – Request for Leave. The Board of Education approved the extension of Erin Knotts' leave through the rest of the 2017-18 academic year.
2. Personnel – New Hires. The Board approved a probationary teaching contract for Josh Friendly for the remainder of the 2017-18 school year. The Board also approved the contract for Director of Facilities Eric Kirk.

**I. ACTION ITEMS**

1. Gun-Free Resolution. Julie Schumaker made a motion that the Dexter Community Schools Board of Education, fulfilling their responsibility as School Board Trustees to provide for the safety of the students in our district, advocate for schools to be gun-free zones and therefore, oppose Senate Bills 584-586 and to convey to the Governor their opposition to the bills as presented and to support local decision making on this topic." Barbara Read supported the motion. **Motion Carried (unanimous).**
2. Accept Rotary Gift. Rob Mitzel made a motion that the Board of Education accept the gift of a service dog from the Dexter Rotary Club. Barbara Read supported the motion. **Motion Carried (6-0, Julie Schumaker abstained because she is Dexter Rotary Club President).**
3. Bid Package 03 – Masonry and Steel. Dick Lundy made a motion that the Board of Education award contracts and assign them to Granger Construction as shown in the attached recommendation letter dated December 7, 2017 for Bid Package No. 3 – Masonry and Structural & Miscellaneous Steel. Julie Schumaker supported the motion. **Motion Carried (unanimous).**

**J. DISCUSSION ITEMS – none**

**DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION  
MEETING MINUTES – DECEMBER 11, 2017**

**K. PUBLIC PARTICIPATION**

1. Field Hockey Coach Trish Macheimer requested that field and facility scheduling be drafted as soon as possible for spring sports.
2. Scott McLean thanked the Board for initiating an independent investigation in response to his 11/13/2017 public comments. He responded to some of the statements that Barbara Read made during the first public commentary at this meeting.

**L. BOARD COMMENTS**

1. Rob Mitzel suggested that Dr. Timmis schedule a Board Workshop in January.

**M. INFORMATION ITEMS**

1. Draft Finance Committee Minutes (11-8-2017)
2. Facilities Committee Minutes (11-9-17)
3. Draft Facilities Committee Minutes (11-28-17)
4. Nice Job Notes - October, 2017

Julie Schumaker made a motion that the Board move into closed session at approximately 7:46pm to discuss material exempt from disclosure (attorney-client privilege). Daryl Kipke supported the motion. **A two-thirds roll call vote was taken and the Motion Carried (unanimous).**

**N. CLOSED SESSION**

1. The Board discussed material exempt from disclosure.

Rob Mitzel made a motion that the Board return to open session at approximately 8:52pm. Julie Schumaker supported the motion. **A two-thirds roll call vote was taken and the Motion Carried (unanimous).**

Dick Lundy made a motion to adjourn the meeting at approximately 8:53pm. Julie Schumaker supported the motion. **Motion Carried (unanimous).**

MINUTES/hlv

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Ron Darr, Secretary  
Board of Education

**AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER**

THIS AGREEMENT, made as of the 9<sup>th</sup> day of August, 2017 is between

the Owner:                   Dexter Community Schools  
                                  Board of Education  
                                  7714 Ann Arbor Road  
                                  Dexter, Michigan 48130

and the Construction Manager:   Granger Construction Company  
  6267 Aurelius Road  
  P.O. Box 22187  
  Lansing, Michigan 48909

For the following Project:

Certain portions, as assigned by the Owner to the Construction Manager, of the 2017 School Building and Site Bonds projects as described in the Owner’s Application for Preliminary Qualification of the Bonds, numbered SBL/81-050-4-K12-16-01, dated March 27, 2017.

The Architect:   TMP Architecture, Inc.  
                          1191 W. Square Lake Road  
                          Bloomfield Hills, Michigan 48302

The Owner and the Construction Manager agree as set forth below.

**ARTICLE 1**  
**The Construction Team and Extent of Agreement**

The CONSTRUCTION MANAGER accepts the relationship of trust and confidence established between the Construction Manager and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish the Construction Manager’s best skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager agrees it will act in a fiduciary role in carrying out all its duties and responsibilities on behalf of the Owner; representing the Owner’s sole best interests in all matters. The Construction Manager agrees to furnish efficient business administration and superintendence and to use the Construction Manager’s best efforts to complete the Project in an expeditious and economical manner consistent with the interest of the Owner. The Construction Manager shall perform its services in a prompt manner in accordance with the standard of professional care and skill exercised by a construction manager of recognized experience and expertise in the construction of public school facilities contemplated by this Agreement. The Construction Manager shall be responsible for the degree of care and skill for all services provided pursuant to this Agreement, whether such services are provided directly by the Construction Manager, its employees, or agents, or by any consultant hired by the Construction Manager. Except with the Owner’s knowledge and prior written consent, the Construction Manager shall not engage in any activity, or accept any employment, engagement, interest, or contribution that would reasonably appear to compromise the Construction Manager’s judgment with respect to this Project.

1.1                   The Construction Team: The Construction Manager, the Owner, and the Architect called the “Construction Team” shall work from the beginning of design through construction completion and equipping and furnishing of the Project. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

1.2                   Extent of Agreement: This Agreement and all exhibits hereto represent the entire agreement between the Owner and the Construction Manager and supersede all prior negotiations, representations or agreements. When Drawings and Specifications are complete, they shall be identified by amendment to this

Agreement. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both the Owner and the Construction Manager.

1.3 Definitions:

1.3.1 The Project is the total construction of each portion of Work to be performed under this Agreement.

1.3.2 The Work is that part of the construction that a particular Trade Contractor is to perform.

1.3.3 Day shall mean calendar day unless otherwise specifically designed.

1.3.4 General Condition Items as used in this Agreement shall be deemed to mean the reasonable cost actually incurred for the provision of facilities or performance of Work by one or more Trade Contractors or the Construction Manager for items which do not lend themselves readily to inclusion in one of the separate Trade Contracts. General Condition Items shall include only those items approved in writing by the Owner and actually incurred, based on a complete budget, listing individual categories and costs, and attached to this Agreement as Exhibit A. General Condition Items may include, with the Owner's approval, any of the following: security personnel, scaffolding, hoists, signs, safety barricades, water, cleaning, dirt chutes, cranes, sheds, preparation for ceremonies (including minor construction activity in connection therewith), temporary toilets, fencing, sidewalk bridges, first aid station, trucking, temporary elevator, special equipment, winter protection, temporary heat, water, electricity, temporary protective enclosures, temporary roads, messengers, installation of the Owner furnished items, post and planking, general maintenance, refuse disposal, bench marks and monuments, storage on-site and off-site of long lead procurement items and miscellaneous minor construction work when it is not feasible nor required by law for the Owner or the Construction Manager to secure competitive bids or proposals thereon. Any equipment procured during the Project, including office equipment, shall become the property of the Owner, including proceeds or credit from sale or return of any such equipment. General Condition Items will be invoiced to the Owner at actual cost (without markup) and the Construction Manager shall supply the Owner with such supporting information relating to General Condition Items as the Owner may reasonably request.

1.3.5 Construction Contingency shall mean a separately identified line item in the Project Budget which is not allocated to any particular item of the Cost of the Project (as hereinafter described). The Construction Contingency is established for the Owner's benefit as may be required for costs incurred in the performance of the Work from unforeseen causes or details. The Construction Manager shall review the Construction Contingency on a periodic basis (but no less frequently than monthly) and shall make appropriate reductions, if necessary, in the Construction Contingency as the Project progresses. The Project budget shall be appropriately adjusted to reflect any reduction in the Construction Contingency.

1.3.6 Project Construction Budget shall mean the budgeted dollar amounts for materials, labor, equipment, and other items necessary to construct, equip and furnish the Project, the General Condition Items necessary to support construction, the Reimbursable Expenses, technology, technology infrastructure, equipping and furnishing of the Project, the Construction Contingency, the Construction Manager's Fee and all other items and costs regarding the total Project development.

1.3.7 Project Schedule shall mean a computer generated, report designating Project activities in graphic and statistical formats, including design, procurement, construction, equipping, furnishing and occupancy time durations, activity linkages and dependencies, resource allocations such as personnel, volumes of construction, dollars or other measurements necessary to ascertain the expected completion and rate of completion for the Project.

1.3.8 Project Documents shall mean correspondence, files, records, transmittals and other Project documentation developed during the course of planning, design, procurement, construction and occupancy of the Project. Project Documents include the Contract Documents issued by the Architect and record documents of the construction.

1.3.9 Reimbursable Expenses as used in this Agreement shall mean the reasonable costs actually incurred for transportation, traveling, moving, temporary subsistence and hotel expenses (see Exhibit A) of the Construction Manager, or its officers or employees, properly incurred in the discharge of duties connected with the Project (in accordance with the Construction Manager's standard personnel policy); telegrams, long distance telephone calls and telephone service at the site; facsimile, photocopying and reproduction charges; the cost of a job site computer, hardware, software, supplies; office expenses; and an office trailer. Reimbursable Expenses shall include only those items approved in writing by the Owner and actually incurred, based on a complete budget, listing individual categories and costs, and attached to this Agreement as Exhibit A. Any equipment purchased specifically for this project (i.e., not rented or leased), during the Project as a Reimbursable Expense shall become the property of the Owner upon completion. Reimbursable Expenses will be invoiced to the Owner at actual cost, without mark-up, and the Construction Manager shall supply the Owner with such supporting information relating to Reimbursable Expenses as the Owner may reasonably request.

## **ARTICLE 2**

### **Construction Manager's Services**

The Construction Manager will perform the following services under this Agreement, including those identified on the Responsibility Matrix attached hereto at Exhibit F, in each of the two phases described below, and in accordance with General Conditions or Supplementary Conditions as agreed upon by Owner, Construction Manager, and Architect. If there are any inconsistencies between this Agreement and the General Conditions or Supplementary Conditions, the terms of this Agreement shall govern.

#### **2.1 Preconstruction/Design Phase**

2.1.1 Consultation During Project Development: Schedule and attend regular meetings with the Architect during the development of conceptual and preliminary design to advise on site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost including costs of alternative designs or materials, preliminary budgets, and possible economies. For any remodeling, renovation or addition portions of the Project, while investigation of existing facilities shall remain primarily the obligation of the Architect, the Construction Manager shall conduct such investigation as is reasonable necessary for the Construction Manager to provide the services outlined in this Section 2.1.

2.1.2 Scheduling: Develop a Project Schedule that coordinates and integrates the Architect's design efforts, the Owner's responsibilities, the Construction Manager's efforts under this Agreement and the efforts of the various Trade Contractors. A copy of the Preliminary Project Schedule is attached as Exhibit B to this Agreement. Update the Project Schedule as mutually agreed by the Owner and the Construction Manager (but not more frequently than monthly) incorporating a detailed schedule for the construction, equipping and furnishing, operations of the Project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings and samples, and delivery of products requiring long lead-time procurement. Include the Owner's occupancy requirements showing portions of the Project having occupancy priority.

2.1.3 Project Construction Budget: Prepare a Project Construction Budget in form and content satisfactory to the Owner as soon as major Project requirements have been identified, and update periodically for the Owner's approval. Prepare an estimate based on a quantity survey of Drawings and Specifications at the end of the Schematic Design Phase for written approval by the Owner as the Revised Project Construction Budget. Update and refine the Project Construction Budget for the Owner's written approval as mutually agreed by the Owner and the Construction Manager as the development of the Drawings and Specifications proceeds, and advise the Owner and the Architect if it appears that the Project Construction Budget will not be met and make recommendations for corrective action. The preliminary Project Budget is attached as Exhibit C.

2.1.4 Coordination of Contract Documents: Review the Drawings and Specifications as they are being prepared, recommending in writing alternative solutions whenever design details affect construction feasibility or schedules without, however, assuming any of the Architect/Engineer's responsibilities for design. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time

requirements for procurement, installation and construction, and factors related to cost, including, but not limited to, costs of alternate designs or materials, and possible economies.

2.1.5 Construction Planning: Recommend for purchase and expedite the procurement of long-lead items to ensure their delivery by the required dates, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

2.1.5.1 Make recommendations to the Owner and the Architect regarding the division of Work in the Drawings and Specifications to facilitate the bidding and awarding of Trade Contracts, allowing for phased design and construction, taking into consideration such factors as time of performance, availability of labor (including, specifically, opportunity for local labor and trades), overlapping trade jurisdictions, and provisions for temporary facilities. Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required. Make recommendations for actions designed to minimize adverse effects of labor shortages.

2.1.5.2 Review the Drawings and Specifications with the Architect to eliminate areas of conflict and overlap in the Work to be performed by the various Trade Contractors and, in conjunction with the Owner, prepare prequalification criteria for bidders. Review the Drawings and Specifications and make recommendations as required to provide that: (1) the Work of the separate Trade Contractors is coordinated, (2) all requirements of the Project have been assigned to the appropriate Trade Contractor, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased design, construction, equipping and furnishing.

2.1.5.3 Establish bidding schedules. Assist the Architect in issuing bidding documents to bidders. Construct pre-bid conferences to familiarize bidders with the bidding documents, Project procedures and with any special systems, materials or methods. Assist the Architect with the receipt of questions from bidders, and with the issuance of Addenda. Develop Trade Contractor interest in the Project and as working Drawings and Specifications are completed, assist the Owner and the Architect in taking competitive bids on the Work of the various Trade Contractors. Prepare bid analysis and make recommendations to the Owner and the Architect for the award of contracts or rejection of bids. The Owner will award all Trade Contracts and then authorize the Construction Manager to enter directly into contracts with the Trade Contractor(s) pursuant to Article 4. Upon such authorization, Construction Manager shall promptly enter into contracts with the Trade Contractors.

2.1.5.4 Construction Manager shall ensure that the bidding procedure is in accordance with applicable statutes, including but not limited to MCLA 380.1267. Construction Manager shall also develop and maintain adequate records of the bidding procedure and bid awards to document compliance with said applicable statutes.

2.1.6 Equal Employment Opportunity: Determine applicable requirements for equal employment opportunity programs for inclusion in Project bidding documents and provide regular reporting to the Owner and the Architect on compliance with applicable requirements.

2.1.7 Value Engineering: Perform value engineering and life cycle analysis on building materials and systems, and make recommendations to the Architect and the Owner regarding such matters.

2.1.8 Functions: Provide the services of Functions, a division of the Construction Manager, as required to provide mechanical/electrical support and consultation in the design phase of the Project, in accordance with the Staff projections in Exhibit D.

2.1.9 (Deleted)

2.1.10 Furniture and Equipment: Coordinate with the Architect and the Owner in connection with the selection, procurement and installation of furniture, furnishings and related equipment to allow timely integration into the project.

2.1.11 (Deleted)

## 2.2 Construction Phase

2.2.0 The Construction Phase will commence with the award of the initial Trade Contract or purchase order and together with the Construction Manager's obligation to provide services under this Agreement, will end 30 days after final payment to all Trade Contractors.

2.2.1 Project Control: The Construction Manager shall provide administrative, management and related services as required to monitor and control the Work of the Trade Contractors and coordinate the Work and the General Condition Items with the activities and responsibilities of the Owner, Architect and Construction Manager to complete the Project in accordance with the Owner's objectives of quality, Project Schedule and Project Construction Budget.

2.2.1.1 The Construction Manager shall maintain a competent full-time staff at the Project site daily to coordinate and provide general direction and supervision of the Work and progress of the Trade Contractors on the Project, including enforcement of the Project Schedule and Cost Control.

2.2.1.2 Supervision. The Construction Manager shall permit only skilled and properly trained staff to manage, supervise and/or perform the Work. The key members of the Construction Manager's staff shall be persons acceptable to the Owner and identified in Exhibit D attached hereto. The key members of the Construction Manager's staff shall not be changed without the written consent of the Owner, unless such person becomes unable to perform any required duties due to death, disability or termination of employment with the Construction Manager. If a key member is no longer capable of performing in the capacity described in Exhibit D, the Owner and the Construction Manager shall agree on a mutually acceptable substitute.

2.2.1.3 The Construction Manager shall establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team.

2.2.1.4 The Construction Manager shall establish procedures for coordination among the Owner, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Project and implement such procedures.

2.2.1.5 The Construction Manager shall schedule, conduct and document progress meetings at least monthly, at which Trade Contractors, Owner, Architect and Construction Manager can discuss jointly such matters as procedures, progress, problems and scheduling. The Construction Manager shall prepare minutes of those meetings and promptly distribute copies to all parties in attendance and to the Owner.

2.2.1.6 The Construction Manager shall provide regular monitoring of the Project Schedule as construction progresses. The Construction Manager shall identify potential variances between scheduled and probable completion dates. The Construction Manager shall review schedule for Work not started or incomplete and recommend to the Owner, Architect and Trade Contractors adjustments in the schedule to meet the scheduled completion date. The Construction Manager shall provide monthly summary reports to the Owner, the Architect and all affected Trade Contractors of each monitoring, document all changes in the Project Schedule and deliver the Revised Project Schedule to all such parties.

2.2.1.7 The Construction Manager shall determine the adequacy of the Trade Contractors' personnel and equipment and the availability of materials and supplies to meet the Project Schedule. The Construction Manager shall recommend courses of action to the Owner and relevant Trade Contractors when requirements of a Trade Contract are not being met (with a copy to the Architect).

2.2.2 Physical Construction: The Construction Manager shall provide all supervision, services, utilities, etc., as Reimbursable and General Conditions Expenses defined in Article 7 which are necessary for the completion of the Project which are not provided by either the Trade Contractors or the Owner.

2.2.3 Cost Control: The Construction Manager shall develop and monitor an effective system of Project cost control. The Construction Manager shall revise and refine the initially approved Project Budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise Owner and Architect whenever projected cost exceeds budgets or estimates. The Construction Manager shall provide the Owner and the Architect with monthly summary reports relating to cost control. After the Construction Manager enters into contracts with the Trade Contractors, the Construction Manager shall assume full responsibility to the Owner for the completion of the Trade Contracts within the price set forth in the Contracts, subject only to Change Orders approved by the Owner.

2.2.3.1 The Construction Manager shall maintain cost accounting records on authorized Work performed under unit costs, actual costs for labor and material, or other bases requiring accounting records. The Construction Manager shall afford the Owner access to these records and preserve them for a period of seven (7) years after final payment.

2.2.4 Change Orders: The Construction Manager shall develop and implement a system for the preparation, review and processing of Change Orders. The Construction Manager shall recommend necessary or desirable changes to the Owner and Architect, review requests for changes, submit recommendations to the Owner and the Architect, and assist in negotiating Change Orders.

2.2.5 Payments to Trade Contractors: The Construction Manager shall develop and implement a procedure for the review, processing and payment of applications by Trade Contractors for progress and final payments, including, without limitation, receipt of sworn statements on a monthly basis, from the Construction Manager, Trade Contractors, known subcontractors of any tier and such other parties as the Owner may reasonably require.

2.2.6 Permits and Fees: The Construction Manager shall be responsible for obtaining all building permits and special permits for permanent improvements on behalf of the Owner, excluding permits for inspection or temporary facilities required to be obtained directly by the various Trade Contractors. The Construction Manager shall assist in obtaining approvals from all the authorities having jurisdiction.

2.2.7 Owner's Consultants: If required, the Construction Manager shall assist the Owner and the Architect in selecting and retaining professional services of a surveyor, testing laboratories and special consultants, and coordinate these services, without assuming any responsibility or liability of or for these consultants.

2.2.8 Inspection: The Construction Manager shall be responsible for the good and workmanlike performance of all construction performed on the Project. In this regard, the Construction Manager shall have the authority and responsibility to reject non-compliant Work and to require Trade Contractors to remove and correct all non-compliant Work. Construction Manager shall monitor and inspect the Work of the Trade Contractors to make sure there are no defects or deficiencies in the Work and that the Work is performed in a good workmanlike manner and conforms to all Contract Documents, including the Drawings, Specifications and Conditions of the Contracts (General, Supplementary, and other). The Construction Manager shall timely inform both the Owner and the Architect of any observed defects or deficiencies in the quality of workmanship of the various Trade Contractors. The Construction Manager's shall perform its supervision services in satisfaction of the requirements of Act No. 306 of the Public Acts of Michigan, 1937, as amended.

2.2.8.1 The Construction Manager will (1) implement for the Project a comprehensive, meaningful and effective safety program designed to encourage safe work habits and practices and reduce the occurrences of accidents and injuries, and (2) require all Trade Contractors and employers on the Project to supplement the safety program supplied by the Construction Manager with a like program developed and put in place by each Trade Contractor and employer on the Project.

2.2.9 Document Interpretation: The Construction Manager shall refer all questions for interpretation of the documents prepared by the Architect, to the Architect.

2.2.10 Shop Drawings and Samples: In collaboration with the Architect, the Construction Manager shall establish and implement electronic procedures for expediting the Architect's processing and of review shop drawings, samples, and other submittals from Trade Contractors. The Construction Manager shall receive from the Trade Contractors and review all such submittals, coordinate them with the information contained in related documents, and transmit them to the Architect for its review and comment.

2.2.11 Reports and Project Site Documents: The Construction Manager shall record the progress of the Project. The Construction Manager shall submit written progress reports to the Owner and the Architect, no less frequently than monthly, including information on the Trade Contractors' Work, and the percentage of completion. The Construction Manager shall keep a daily log including, construction quality control daily reports available to the Owner and the Architect. The Construction Manager shall receive and maintain secure files for Project Documents, including certificates of insurance. The Construction Manager shall provide Project files to the Owner upon Project completion. The Construction Manager shall photograph and/or videotape the progress of the Project on a regular basis and shall provide copies of all photographs and/or videotapes to the Owner.

2.2.11.1 The Construction Manager shall maintain at the Project site, on a current basis: records of all necessary Contracts, Drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other construction related documents, including all revisions. The Construction Manager shall obtain data from Trade Contractors and maintain a current set of record Drawings (as-builts), Specifications and operating manuals. These records may be electronic files. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect for review, processing and delivery to the Owner.

2.2.12 Substantial Completion: The Construction Manager shall assist the Architect in determining Substantial Completion of the Work or designated portions thereof and prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion.

2.2.13 Start-Up: With the Commissioning Agent, the Owner's maintenance personnel and the Architect's Engineers, the Construction Manager shall direct the checkout of utilities, operations systems and equipment for readiness and assist in their initial start-up and testing by the Trade Contractors.

2.2.14 Final Completion: The Construction Manager shall assist the Architect in determining final completion and provide written notice to the Owner and Architect that the Work is ready for final inspection. The Construction Manager shall secure and transmit to the Owner required guarantees, warranties, affidavits, releases, bonds, waivers, keys, manuals, and maintenance stocks.

2.2.15 Warranty: The Construction Manager warrants that all materials and equipment included in the Work will be new, unless otherwise specified, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. With respect to the same Work, the Construction Manager further agrees to correct of all Work defective in material and workmanship for a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others. The obligation of Construction Manager to warrant and correct defective workmanship and materials in this Section 2.2.15 shall continue after final payment, acceptance of the Work, and termination of the contract. The designation of the period of one year as a warranty period does not relieve Construction Manager or any Trade Contractor of obligations to perform the Work as required by the Contract Documents.

2.2.16 Furniture and Equipment: The Construction Manager shall provide coordination with the Owner as necessary for the timely installation of all moveable equipment and furniture for the Project.

2.2.17 Post-Occupancy Inspection: As a part of Construction Manager's warranty obligation, approximately 270 days after the Date of Substantial Completion of the Project, the Construction Manager shall inspect the Project and identify portions of the Project requiring correction, pursuant to the warranties provided in this Agreement and/or in the Trade Contracts. The Construction Manager shall coordinate such inspection with the Architect and shall review and implement the recommendations set forth in the report prepared by the Architect.

2.3 Additional Services

2.3.1 At the request of the Owner, the Construction Manager will provide the following additional services upon written agreement between the Owner and Construction Manager defining the extent of such additional services and the amount and manner in which the Construction Manager will be compensated for such additional services. Additional services shall include the following items:

2.3.2 Services related to investigation, appraisals or valuations of existing conditions, facilities or equipment, or verifying the accuracy of existing drawings or other Owner-furnished information beyond the designated Project sites, except as specifically noted elsewhere in this Agreement.

2.3.3 Services related to Owner-furnished equipment, furniture and furnishings which are not a part of this Agreement.

2.3.4 Services for tenant or rental spaces not a part of this Agreement.

2.3.5 Except as required in Section 2.2.13, obtaining or training maintenance personnel or negotiating maintenance service contracts.

2.3.6 Services related to technology and security equipment management, procurement, or installation.

**ARTICLE 3**  
**Owner's Responsibilities**

3.1 The Owner shall provide full 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.

3.2 The Owner shall designate a representative who shall be fully acquainted with the Project and has authority to issue and approve the Project Budget, authorize Change Orders, render decisions promptly and furnish information expeditiously subject to parameters set by the Owner. The Construction Manager acknowledges that the Owner is a public body and that in certain instances, the only party authorized to act on the Owner's behalf will be the Dexter Community Schools Board of Education. In such instances, the Owner's authorized representative shall consult with the Board of Education and shall communicate the Board of Education's response to the Construction Manager.

3.3 The Owner shall retain an Architect for design and to prepare Construction Documents for the Project. The Architect's services, duties and responsibilities are described in the Agreement between the Owner and the Architect, a copy of which will be furnished to the Construction Manager. The terms of any modification to the Agreement between the Owner and the Architect shall also be furnished to the Construction Manager.

3.4 The Owner shall furnish for the site(s) of the Project, to the extent required, all necessary surveys describing the physical characteristics, soil reports and subsurface investigations, legal limitations, utility locations, and a legal description.

3.5 The Construction Manager shall assist the Owner in securing, and the Owner shall pay for, all soils and sedimentation permits, building permits, special permits, environmental permits and other permits set forth as General Condition Items. The Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.6 The Owner shall furnish such legal services as may be required by the Owner for providing the items set forth in Paragraph 3.5, and such auditing services as the Owner may require.

3.7 The Construction Manager will be furnished, as an approved charge by the Owner to General Condition Items, one (1) set of reproducible Drawings and Specifications in an agreed electronic file format for execution of the Work and the Construction Manager will make copies of Drawings and Specifications reasonably necessary for the execution of the Work by the Trade Contractors.

3.8 The Owner shall provide the insurance for the Project as provided in Paragraph 11.4. The Construction Manager shall provide payment and performance bonds as provided in Paragraph 16.2, and the Owner shall pay for the associated premiums as an approved charge to General Condition Items.

3.9 The services, information, surveys and reports required by the above paragraphs or otherwise to be furnished by other consultants employed by the Owner, shall be furnished with reasonable promptness without expense to the Construction Manager and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.10 The Owner shall be under no duty to inspect, observe or investigate the Project; however, if the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, the Owner shall give prompt written notice thereof to the Construction Manager. The Owner's failure or omission to provide such notice shall not relieve the Construction Manager from its responsibilities under this Agreement.

3.11 The Owner shall furnish, prior to commencing work and at such future times as may be requested, reasonable evidence satisfactory to the Construction Manager that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, the Construction Manager is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop the Project upon 15 days notice to the Owner. The failure of the Construction Manager to insist upon the providing of this evidence at any one time shall not be a waiver of the Owner's obligation to make payments pursuant to this Agreement nor shall it be a waiver of the Construction Manager's right to request or insist that such evidence be provided at a later date.

3.12 The Owner shall communicate with the Trade Contractors only through the Construction Manager.

3.13 The Owner shall be responsible for the removal, encapsulation, transportation, and disposal of any existing hazardous material, including without limitation, any asbestos or asbestos-related products as may be required in connection with the Project. Construction Manager shall coordinate Project activities with the Owner's work required for the abatement of such hazardous material by the trade contractor.

#### **ARTICLE 4**

##### **Trade Contracts**

4.1 Bids for the Project Work to be done by the various Trade Contractors shall be taken by the Owner in accordance with applicable statutes, including but not limited to MCLA 380.1267. The Owner shall award or reject bids after consultation with the Architect and the Construction Manager. However, in no case will the Owner award a contract to any entity who has failed to meet the Construction Manager's Owner-approved written pre-qualification criteria. The Construction Manager shall be authorized to enter into the Trade Contracts directly with the Trade Contractors to whom the Owner has awarded contracts. Upon such authorization, the Construction Manager shall promptly enter into the contracts with the Trade Contractors.

4.2 All construction shall be performed under Trade Contracts authorized by the Owner. The form of Trade Contracts to be entered into by the Construction Manager and Trade Contractor(s), including the General and Supplementary Conditions to the Construction Contracts, shall be prepared by the Construction Manager in compliance with statutory requirements established by the State of Michigan and contracting policies of Owner, and satisfactory to both the Owner and the Construction Manager.

4.3 Construction Manager shall assume and accept all obligations and responsibilities of the Owner under the bid and the bid documents in the Trade Contracts, pursuant to which the Trade Contractors shall perform the work and/or provide the materials contemplated in the bid and bid documents. The Construction Manager shall assure that the Trade Contracts shall be fully and timely performed, for the benefit of the Owner, subject to the Owner's obligation to pay the Construction Manager all costs incurred under such Trade Contracts. Such Trade Contracts shall identify the Owner as a third-party beneficiary. The Owner shall be furnished payment and performance bonds in the amount of 100% for each portion of the Work to be performed under the Trade Contracts. The Construction Manager shall obtain appropriate guarantees and warranties from the Trade Contractors running directly to the Owner; provided, however, the foregoing shall in no way limit or excuse the Construction Manager's obligations pursuant to Subparagraph 2.2.15.

4.4 The Construction Manager shall be responsible to the Owner for acts and omissions of the Construction Manager's officers, agents and employees, Trade Contractors performing Work under a Contract executed by the Construction Manager, and such Trade Contractor's officers, agents, employees, Subcontractors and suppliers.

#### **ARTICLE 5** **Schedule**

5.1 The services to be provided under this Agreement shall be in general accordance with the Project Schedule as it may be modified from time to time by the Construction Manager pursuant to changes in the Project Schedule approved in writing by the Owner.

5.2 The Date of Substantial Completion of the Project, or designated portion thereof, shall be the date upon which construction is sufficiently complete in accordance with the Drawings and Specifications, and all approvals have been issued so that the Owner can reasonably occupy or utilize the Project, or designated portion thereof, for the use for which it is intended. Warranties called for by this Agreement or by the Drawings and Specifications shall commence on the Date of Substantial Completion of the Project or designated portion thereof.

5.3 If the Construction Manager is delayed at any time in the progress of the Project by any act or neglect of the Owner or the Architect or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Project by the Owner, or by labor disputes (other than those involving Construction Manager's personnel), fire, unavoidable casualties or any causes beyond the Construction Manager's reasonable control, the Date of Substantial Completion shall be extended by Change Order for a reasonable length of time; provided that, if the Construction Manager shall fail to make a written request to the Owner for such an extension within thirty (30) days of the event giving rise to the delay, the Construction Manager shall have waived its right to any extension as a result of such event.

#### **ARTICLE 6** **Construction Manager's Fee**

6.1 In consideration of the performance of the Contract, the Owner agrees to pay the Construction Manager in current funds as compensation for his services a Construction Manager's Fee of One Million Twenty-Three Thousand Forty-One dollars (\$1,023,041) which shall be paid in equal monthly installments as shown on Exhibit E, which may be adjusted to reflect changes in the project schedule.

6.2 Adjustments in Fee shall be made as follows:

6.2.1 There will be no fee adjustment for changes within original Project Budget (including contingency) and Project Schedule. However, if there are significant changes to the Project scope, thereby exceeding the Project Construction Budget or affecting the Project Schedule, including close out functions, there will be an equitable adjustment in the Construction Manager's Fee, reimbursables and General Condition Items to compensate the Construction Manager for increased expenses as demonstrated by the Construction Manager and agreed to by the Owner.

6.2.2 Subject to Paragraph 6.2.1, for delays in the Project not the fault or responsibility of the Construction Manager as provided in Paragraph 5.3, there will be an equitable adjustment in the Construction Manager's Fee and General Condition Items to compensate the Construction Manager for its increased expenses.

6.2.3 The Construction Manager shall be paid an additional pro rata fee as per Paragraph 6.2.2 of the construction cost if the Construction Manager is placed in charge of the reconstruction of any insured or uninsured loss to the Project; provided that in regard to any uninsured loss such loss arises through no fault of the Construction Manager.

6.3 Included in the Construction Manager's Fee are the following:

6.3.1 General operating expenses of the Construction Manager's principal office(s).

6.3.2 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Project.

6.3.3 Overhead or general expenses of any kind, except as may be expressly included in Article 7.

## **ARTICLE 7** **Cost of the Project**

7.1 The term Cost of the Project shall mean charges for services provided by the Construction Manager and costs necessarily incurred in the Project during either the Preconstruction/Design Phase or Construction Phase, and paid by the Construction Manager. Such costs shall include the items set forth below in this Article 7.

7.1.1 The Owner agrees to pay the Construction Manager for the Cost of the Project as defined in Article 7. Such payment shall be in addition to the Construction Manager's Fee stipulated in Article 6.

7.2 Cost Items; The following items shall be included in the Cost of the Project:

7.2.1 If agreed to in advance by the Owner (as evidenced by a written agreement), wages paid for trade labor in the direct employ of the Construction Manager in the performance of his Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon the Owner and Construction Manager, and including such welfare or other benefits, if any, as may be payable with respect thereto.

7.2.2 Charges for Site Office and other Reimbursable Expenses (including premiums for all insurances described in Section 7.2.7) actually incurred not to exceed Five Hundred Nine Thousand Five Hundred Seventy-Four dollars (\$509,574) as shown in Exhibit A; provided, however, the total of all Reimbursable Expenses including Site Office Reimbursable Expenses and Personnel Expense/Staff Reimbursables described in paragraph 7.2.2.4, and all costs for all performance, labor and material bonds described in Section 7.2.7 shall not exceed One Million Nine Hundred Forty-Three Thousand Five Hundred Seventy dollars (\$1,943,570). All savings in expenses shall revert to the Owner.

7.2.2.1 Personnel Expense of those employees stationed at the field office, in whatever capacity employed.

7.2.2.2 Personnel Expense at the hourly rate of employees in the home or regional office performing the functions of the construction supervision (including project executive), estimating, scheduling, purchasing, cost control, legal and safety, times the number of hours expended performing the function for the Project.

7.2.2.3 Personnel Expense/Staff Reimbursables is defined as the gross cost of salaries (including salary, insurance, and benefits) of the Construction Manager's employees engaged in performing the services under this Agreement, as identified in Exhibit D or as agreed to in writing by the Owner and the Construction Manager.

7.2.2.4 The total of Personnel Expense/Staff Reimbursables shall not exceed One Million Four Hundred Thirty-Three Thousand Nine-Hundred Ninety-Six dollars (\$1,433,996) as shown in Exhibit D unless agreed to in writing by written change order approved by the Owner and the Construction Manager.

7.2.2.5 The Construction Manager shall submit with each application for payment such information as the Owner shall reasonably require to determine the nature and scope of services for which reimbursement for Personnel Expense is being requested.

7.2.3 Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

7.2.4 Payments made by the Construction Manager to Trade Contractors for their Work performed pursuant to contract under this Agreement, including the cost of any Trade Contractor payment and performance bonds.

7.2.5 Cost, including transportation and maintenance, of all materials, supplies, equipment, vehicles, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the Work by the Construction Manager, and cost less salvage value on such items used but not consumed which remain the property of the Construction Manager.

7.2.6 Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area, which are employed in the performance of the Work by the Construction Manager.

7.2.7 Cost of the premiums for all insurance (including general liability and umbrella) which the Construction Manager is required to procure by this Agreement or is deemed necessary by the Construction Manager and agreed to in writing by the Owner, shall be four-tenths percent (0.40%) of the Cost of Construction of Forty-Nine Million Two Hundred Eight Thousand Four Hundred Eighty-Four dollars (\$49,208,484) which premiums are estimated at One Hundred Ninety-Five Thousand Eight Hundred dollars (\$195,800). Costs for Performance and Labor and Material Payment Bonds shall be provided shall be one and one-half percent (1.50%) of the Cost of Construction of Forty-Seven Million Six Hundred Twenty Thousand Three Hundred Thirty-Two dollars (\$47,620,332) which bonds are estimated at Seven Hundred Sixteen Thousand One Hundred Twenty-Nine dollars (\$716,129.)

7.2.8 Sales, use, gross receipts or similar taxes related to the Project imposed by any governmental authority, and for which the Construction Manager is liable.

7.2.9 Permit fees, licenses, tests, royalties, damages for infringement of patents and costs of defending suits therefor, and deposits lost for causes other than the Construction Manager's negligence. If royalties or losses and damages, including costs of defense, are incurred which arise from a particular design, process, or the product of a particular manufacturer or manufacturers specified by the Owner or Architect, and the Construction Manager has no reason to believe there will be infringement of patent rights, such royalties, losses and damages shall be paid by the Owner, but in no case shall they be the responsibility of the Construction Manager.

7.2.10 Losses, expenses or damages to the extent not compensated by insurance or otherwise, including settlement of Trade Contractor claims or disputes, unless it is the result of the Construction Manager's negligence or willful or wanton acts.

7.2.11 The cost of corrective or warranty work provided such work results from causes other than the negligence or willful or wanton acts of the Construction Manager, or the failure of the Construction Manager to carry out its obligations and responsibilities under this Contract.

7.2.12 Cost of General Condition Items shown in the Project Construction Budget as approved

in writing by the Owner.

7.2.13 Cost incurred due to an emergency affecting the safety of persons and property.

7.2.14 Legal costs reasonably and properly incurred by the Construction Manager in the discharge of its duties under this Agreement, other than legal costs arising from disputes between the Owner and the Construction Manager, which costs shall be the responsibility of each party for their own representation.

7.2.15 Cost of storage of Project records beyond seven (7) years after Project completion.

## **ARTICLE 8** **Changes in the Project**

8.1 The Owner, without invalidating this Agreement, may order Changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, in which case the Construction Manager's Fee and the Date of Substantial Completion shall be adjusted as mutually agreed in writing by the Owner and Construction Manager. All such Changes in the Project shall be authorized by Change Order.

8.1.1 A Change Order is a written order to the Construction Manager signed by the Owner or its authorized agent issued after the execution of this Agreement, authorizing a Change in the Project or the method or manner of performance and/or an adjustment in the Project Budget, the Construction Manager's Fee, or the Date of Substantial Completion. Each adjustment in the Project Budget resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Project and the Construction Manager's Fee.

8.1.2 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or as a result of several Change Orders that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Project Budget shall be equitably adjusted.

8.1.3 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance in a material fashion with the conditions indicated by the Drawings, Specifications, or Owner-furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Project Budget and the Date of Substantial Completion shall be equitably adjusted by Change Order upon claim by either party made within thirty (30) days after the first observance of the conditions; provided, however, the Construction Manager's failure to make a timely claim shall result in the Construction Manager waiving its right to any adjustment as a result of such event.

8.2 Claims for Additional Cost or Time

8.2.1 If the Construction Manager wishes to make a claim for an extension in the Date of Substantial Completion, he shall give the Owner written notice thereof within thirty (30) days after the Construction Manager has knowledge of the occurrence of the event giving rise to such claim. Claims arising from delay shall be made within thirty (30) days after the Construction Manager has knowledge of the event giving rise to the delay. No such claim shall be valid unless so made. Any change in the Project Budget or Date of Substantial Completion resulting from such claim shall be authorized by Change Order.

8.3 Minor Changes in the Project

8.3.1 The Architect will have authority to order minor Changes in the Project not involving a change in Trade Contract amount, an adjustment in the Project Budget or an extension of the Date of Substantial Completion and not inconsistent with the intent of the Drawings and Specifications. Such Changes may be effected by written order approved in writing by the Owner, and shall be binding on the Owner and the Construction Manager. Any

Changes involving a change in Trade Contract amounts shall require approval of the Owner by authorized Change Order.

#### 8.4 Emergencies

8.4.1 In any emergency affecting the safety of persons or property, the Construction Manager shall act, at the Construction Manager's discretion, to prevent threatened damage, injury or loss. Any increase in the Project Budget or extension of Date of Substantial Completion claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article.

### **ARTICLE 9** **Discounts**

All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the Cost of the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project. The Construction Manager shall not obtain for its own benefit any discounts, rebates or refunds in connection with the Work prior to providing the Owner with ten (10) days' prior written notice of the potential discount, rebate or refund, and an opportunity for the Owner to furnish to the Construction Manager funds necessary to obtain such discount, rebate or refund on behalf of the Owner.

### **ARTICLE 10** **Payments to the Construction Manager**

10.1 The Construction Manager shall submit monthly to the Owner a sworn statement together with such supporting documentation as the Owner may require showing in detail all moneys paid out, costs accumulated or costs incurred on account of the Cost of the Project or Reimbursable Expenses during the previous month and the amount of the Construction Manager's Fee due as provided in Article Six (6). Such statement shall include requests for payment on account of Changes in the Project which have been properly authorized by a Change Order. Payment by the Owner to the Construction Manager of the statement amount less retainage as hereinafter provided, shall be made within fifteen (15) days after it is submitted, and in accordance with the Architect's Certificate for Payment. The Owner shall withhold from each monthly payment an amount equal to ten percent (10%) on account of each Trade Contractor payment. At such time as each Trade Contractor's Work is fifty percent (50%) complete, no further retainage will be withheld, provided, in the Owner's and Construction Manager's opinions, the Trade Contractor is performing satisfactorily.

10.1.1 The Construction Manager shall maintain detailed statements, including without limitation, payroll records, receipted invoices, check vouchers, and any other evidence demonstrating costs incurred by the Construction Manager on account of the Cost of the Project, which records shall be available for the Owner's examination and copying at cost to the Owner during regular business hours for a period of not less than seven (7) years after substantial completion of any phase of the work.

10.2 Final payment for each phase of the work constituting the unpaid balance of the Cost of the Project and the Construction Manager's Fee shall be due and payable thirty (30) days after final completion each phase of the Project.

10.3 The Construction Manager shall promptly pay all the amounts due Trade Contractors or other persons with whom the Construction Manager has a Trade Contract upon receipt of any payment from the Owner, the application for which includes amounts due such Trade Contractor or other persons. Before issuance of final payment, the Construction Manager shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied. Along with each Application for Payment, Construction Manager will submit proof of payments made to all current Trade Contractors and suppliers.

10.4 If the Owner should fail to pay the Construction Manager within fifteen (15) days after the time the payment of any undisputed amount becomes due, then the Construction Manager may, upon seven (7) additional days' written notice to the Owner and the Architect, stop the Project until payment of the amount owing has been received.

10.5 Payments due but unpaid for a period of fifteen (15) days from the date due in Paragraph 10.1 shall bear interest of one half (1/2%) percent per month, (6%) per annum; provided, however, in no event shall interest be due and payable by the Owner to the Construction Manager, any Trade Contractor or any other party on any of the sums properly retained by the Owner, pursuant to any of the terms or provisions of the Contract Documents.

10.6 At the time of submittal of the final application for payment, if any good faith claims or disputes (supportable in accordance with the Contract Documents) exist between the Owner and the Construction Manager, such claims or disputes shall be identified in writing and excepted from the terms of the releases to be then delivered; provided, however, that final sworn statements and waivers of statutory bonds must be provided with respect to all Work, labor and materials, including any unresolved claims. When such claims are resolved, final unconditional releases shall be delivered as a condition of payment with respect to such amounts.

10.7 The Owner shall not be obligated to make payment to the Construction Manager under this Agreement, if any one or more of the following conditions exist:

10.7.1 The Construction Manager is in material default of any of its obligations under this Agreement or otherwise is in material default under any of the Contract Documents.

10.7.2 Any part of such payment is attributable to Work which is defective or not performed in accordance with the Drawings and Specifications, as determined by the Architect; provided, however, payment shall be made as to that part of the Work which is performed in accordance with the Drawings and Specifications and is not defective.

10.7.3 The Construction Manager has failed to make payments promptly to any Trade Contractor or for material or labor used in the Work for which the Owner has made payment to the Construction Manager.

10.7.4 Any part of such payment is attributable to Work with respect to which any party has filed a claim or with respect to which the Owner has been notified of a claim or dispute or has received reasonable evidence indicating the existence of such a claim or dispute.

10.8 The Construction Manager shall furnish to the Owner a consent of surety and/or such other documentation as the Owner shall reasonably require with respect to the release of any retained funds and/or final payment.

## ARTICLE 11

### **Insurance, Indemnity and Waiver of Subrogation**

11.1 Indemnity

11.1.1 The Construction Manager shall indemnify, defend and hold Owner, its board members, officers, employees and agents, harmless from and against any and all claims, losses, damages, and causes of action, including any judgments which may be entered against them, arising out or in connection with the Project, the performance of the Construction Manager's services in connection with the Project, or the performance of any Trade Contractor's service in connection with the Project. Construction Manager's obligation to defend, indemnify, and hold harmless Owner as described above shall not include those matters in which the claim arises out of allegations of the sole negligence of Owner, which indemnification is prohibited by MCLA 691.991, as amended. The Construction Manager shall cause each Trade Contractor to agree to indemnify and defend the Owner and the Construction Manager and hold them harmless from all claims for bodily injury and property damage that may arise

from the operations of such Trade Contractor's operations. Such provisions shall be in form satisfactory to the Construction Manager and the Owner.

11.1.2 The Owner shall cause any other contractor who may have a direct contract with the Owner to perform construction or installation work in the areas where Work will be performed under this Agreement, to agree to indemnify the Owner and the Construction Manager and hold them harmless from all claims for bodily injury and property damage (other than property insured under Paragraph 11.4) that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to the Construction Manager.

## 11.2 Construction Manager's Liability Insurance

11.2.1 Construction Manager will maintain the following insurance: broad form comprehensive (including explosion, collapse and underground coverage), general liability, operations and premises liability (including elevator liability), independent contractor's protective liability, complete operations and product liability (maintained in effect for a period of three years after the date of final payment), personal injury liability, broad form property damage liability endorsement, and blanket contractual liability insurance, which shall be written on an occurrence basis for not less than the following limits of liability, or any limits required by law, whichever is greater:

a) Worker's Compensation at the statutory limits and Employers Liability with a policy limit of not less than One Million Dollars (\$1,000,000).

b) Commercial General Comprehensive Liability with policy limits of not less than Five Million Dollars (\$5,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

c) Business Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

d) Products and Completed Operations - Same limits as above for 3 years, commencing with issuance of final Certificate of Payment.

d) Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.

e) Excess Umbrella Liability \$50,000,000.00 which is supplemental to the coverage amounts in 11.2.1 a) through e) above

Prior to the commencement of any Work, the Construction Manager shall file with the Owner valid certificates of insurance and amendatory riders or endorsements to the Construction Manager's insurance policies, all in form and substance satisfactory to the Owner, naming the Owner and its board members, officers, agents and employees or other persons or entities with an insurable interest designated by Owner as additional named insured thereunder. All endorsements or amendatory riders shall indicate that as to the additional named insureds, there shall be severability of interests under the insurance policies for all coverages provided under such insurance policies. The certificates and amendatory riders or endorsements shall clearly indicate the specific coverage and shall contain a provision requiring the giving of written notice to Owner at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies (as evidenced by return receipt of United States certified or registered mail). The Construction Manager shall require all Trade Contractors to provide the same insurance in amounts satisfactory to the Construction Manager and Owner, and provide evidence of such coverage to the Construction Manager and shall be provided to the Owner upon request.

## 11.3 Owner's Liability Insurance

11.3.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at its option, may purchase and maintain such insurance as will protect Owner against claims which may arise from operations under this Agreement.

#### 11.4 Insurance to Protect Project

11.4.1 The Owner shall maintain a builder's risk insurance in the amount sufficient to insure potential losses at any given time during the work. The Construction Manager shall provide cash flows and consult with the Owner to advise of the recommended amount of coverage as each phase of work begins. This insurance shall include as named insured the Owner, the Construction Manager and its Trade Contractors, and shall insure against loss from the perils of fire, extended coverage, and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, at least theft, vandalism, malicious mischief, transit, collapse, flood, earthquake, testing, and damage resulting from defective design, workmanship or material. The policy shall include any required construction temporary conditions and equipment damaged under any covered event. The Owner will be responsible for any co-insurance penalties or deductibles. The Construction Manager and Trade Contractors shall be named as additional insured under the Owner's property insurance covering any building construction underway and its contents.

11.4.1.1 If the Owner finds it necessary to occupy or use a portion or portions of the Project prior to Date of Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the Owner and Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy of policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of the Construction Manager to such occupancy or use shall not be unreasonably withheld.

11.4.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required or necessary. This insurance shall include the interests of the Owner, the Construction Manager and the Trade Contractors.

11.4.3 The Owner shall purchase and maintain such insurance as the Owner deem necessary to protect the Owner and Construction Manager against loss of use of Owner's property due to those perils insured pursuant to Subparagraph 11.4.1.

11.4.4 The Owner shall, if requested by the Construction Manager, provide valid certificates of insurance for all policies with the Construction Manager before an exposure to loss may occur. Copies of any subsequent endorsements will be furnished to the Construction Manager. The Construction Manager will be given thirty (30) days notice of cancellation, non-renewal, or material modification.

#### 11.5 Property Insurance Loss Adjustment

11.5.1 Subject to the terms of the applicable insurance coverage, any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as their interests may appear.

11.5.2 Subject to the terms of the applicable insurance coverage, upon the occurrence of an insured loss, monies received will be distributed in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions pursuant to Article 15.

#### 11.6 Waiver of Subrogation

11.6.1 The Owner and Construction Manager waive all rights against each other, Trade Contractors and their Trade Subcontractors for damages caused by perils covered by insurance provided under Paragraph 11.4, except such rights as they may have to the proceeds of such insurance held by the Owner and the Construction Manager as trustees. The Construction Manager shall require similar waivers from all Trade Contractors and their Trade Subcontractors.

11.6.2 The Owner and Construction Manager waive all rights against each other and the Trade Contractors and their Trade Subcontractors for loss or damage to any equipment used in connection with the Project covered by any property insurance. The Construction Manager shall require similar waivers from all Trade Contractors and their Trade Subcontractors.

11.6.3 The Owner waives subrogation against the Construction Manager, Trade Contractors, and their Trade Subcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

11.6.4 If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owners of such policies will cause them to be so endorsed.

**ARTICLE 12**  
**Termination of the Agreement and Owner's**  
**Right to Perform Construction Manager's Obligations**

12.1 Termination by the Construction Manager

12.1.1 If the Project, in whole or substantial part, is stopped for a period of thirty consecutive days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of thirty days by the Construction Manager for the Owner's failure to make any undisputed payment due under this Agreement, then the Construction Manager may, upon seven days' written notice to the Owner and the Architect, and during which period the Owner fails to perform such obligation, terminate this Agreement and recover from the Owner payment for all work executed, the unpaid balance of the Construction Manager's Fee earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, reasonable cancellation charges.

12.2 Owner's Right to Perform Construction Manager's Obligations and Termination by the Owner for Cause

12.2.1 If the Construction Manager fails to perform any of the Construction Manager's obligations under this Agreement, the Owner may, after seven days' written notice during which period the Construction Manager fails to perform such obligation, terminate this Agreement and/or make good such deficiencies and recover from the Construction Manager any loss, damage or expense sustained by the Owner as a result of such failure to perform or termination.

12.2.2 If the Construction Manager is adjudged a bankrupt, or if the Construction Manager makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if the Construction Manager persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if the Construction Manager fails to make proper payment to Trade Contractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a provision of the Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and the Construction Manager's surety, if any, seven days' written notice (during which period the Construction Manager fails to cure the violation) terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager and may finish the Project by whatever reasonable method the Owner may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed under Article 6.

12.3 Termination by Owner - Without Cause

12.3.1 If the Owner terminates this Agreement other than pursuant to Subparagraph 12.2.1, 12.2.2 or Subparagraph 12.3.2, the Owner shall reimburse the Construction Manager for any unpaid Cost of the Project due the Construction Manager under Article 7, plus the unpaid balance of the Construction Manager's Fee through the date of Termination in an amount as will increase the total of all payments on account of the Construction Manager's Fee to a sum which bears the same ratio to the Construction Manager's Fee as the Cost of the Project at the time of termination bears to a reasonable estimated Cost of the Project when complete. The Owner shall also pay to the Construction Manager fair compensation for demonstrated demobilization or other costs reasonably incurred by the Construction Manager in the interests of the Project and as agreed to by the Owner.

12.3.2 After the completion of the Preconstruction/Design Phase, if the final cost estimates make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the Construction Manager that portion of the Construction Manager's Fee in the amount then due in accordance with Subparagraph 6.1 plus any costs incurred pursuant to Article 7.

**ARTICLE 13**  
**Assignment and Governing Law**

13.1 Neither the Owner nor the Construction Manager shall assign their respective interests in this Agreement without the prior written consent of the other.

13.2 This Agreement shall be governed by the law of the State of Michigan.

**ARTICLE 14**  
**Miscellaneous Provisions**

14.1 It is expressly understood that the Owner shall be directly retaining the services of the Architect.

14.2 Notwithstanding anything contained herein, it is expressly understood that the Construction Manager's intellectual rights in the Construction Manager's project control systems, including without limitation, those relating to estimating, scheduling, purchasing, cost reporting, and project engineering systems, and all modifications, additions, or alterations thereto, are and shall remain the sole property of the Construction Manager.

14.3 It is expressly understood that in the event the Construction Manager incurs legal or other professional fees in the process of pursuing or defending a claim, suit or dispute with a Trade Contractor directly relating to the Project, then such fees shall be reimbursable to the Construction Manager as a cost of the Project pursuant to Article 7, unless such claim, suit or dispute is a result of negligence or willful misconduct of the Construction Manager.

14.4 Notwithstanding the event of any claim, dispute, or other matter in question arising out of or relating to this Agreement or the breach thereof, the Construction Manager shall carry on the Work and the Owner shall continue to make payments in accordance with this Agreement.

**ARTICLE 15**  
**Dispute Resolution**

15.1 The Owner and the Construction Manager agree to make a good faith effort to resolve any disputes arising under this Agreement in accordance with the following provisions:

15.1.1 The Construction Manager will not stop or delay performance of the Work because of the existence of a dispute between such parties or as the result of the failure to achieve final resolution of any such dispute. The Construction Manager will proceed to complete the Work in accordance with the Drawings and Specifications and in accordance with the Project Schedule.

15.1.2 The Owner and the Construction Manager agree to attempt to resolve all disputes which have been timely preserved in accordance with the following procedures:

15.1.2.1 The Owner's authorized Representative, the Architect and the Project Manager shall meet to review the underlying facts giving rise to the dispute and the proposed resolution thereof. If the parties agree on the method of resolving such dispute, such method shall be embodied in a written agreement signed by the Owner and the Construction Manager and a Change Order, if necessary, shall be prepared and executed.

15.1.2.2 If the Owner and the Construction Manager are unable to resolve any dispute in accordance with Clause 15.1.2.1 above, the Superintendent of Schools, or other designated person of the Owner and the Chief Executive Officer of the Construction Manager shall meet to review the underlying facts giving rise to the dispute and the proposed resolution thereof. If the parties agree on the method of resolving such dispute, such method shall be embodied in a written agreement signed by the Owner and the Construction Manager and a Change Order, if necessary, shall be prepared and executed. The written agreement may include matters relating to consolidation or joinder of related claims.

15.1.2.3 If the Owner and the Construction Manager are unable to resolve any dispute in accordance with the provisions in Clause 15.1.2.1 or 15.1.2.2 above, the President of the Board of Education of the Owner and the Chief Executive Officer of the Construction Manager shall meet in an attempt to identify a method of dispute resolution otherwise satisfactory to such parties, including, without limitation, arbitration, mediation or mini-trial. Absent such an agreement, the Owner or the Construction Manager shall be free to commence an action to enforce any or all remedies under this Agreement and available in law or equity to such party.

15.1.3 The Owner and the Construction Manager acknowledge and agree that, absent a written agreement providing for the resolution of a particular dispute, all negotiations and statements made in the course of such negotiations and discussions may not be used for any other purpose, including, without limitation, proof of admissions of liability or for any other evidentiary purposes. No negotiations or discussions undertaken pursuant to this Paragraph 15.1 shall constitute a waiver of, or be deemed to prejudice, the Owner's or the Construction Manager's rights under this Agreement, except to the extent specifically stated in a written agreement executed by both parties as to a particular dispute.

15.2 In the event of an arbitration arising out of, or relating to this Agreement, Owner reserves the right to insist that the arbitration hearing be conducted in the general area where the Owner's principal place of business is located.

## **ARTICLE 16**

### **OTHER CONDITIONS OR SERVICES**

16.1 The Construction Manager shall furnish the Owner with Payment and Performance Bonds (labor and material) each in an amount equal to 100% of the Construction Cost of the Project.

16.2 Typical General Condition Items will be identified in the Project Construction Budget. The Construction Manager will furnish the Owner with a list of all General Conditions Items that are not included in the Trade Contractor's bid packages.

16.3 The Construction Manager shall provide full time, on-site field supervision during the Construction Phase. The Construction Manager shall make available the services of those such individuals to provide the services defined as Basic Services or needed in the course of the Project to complete the Project as described in this Agreement. Prior to initial assignment and in the event that any individual is discharged, dies, is disabled or is promoted to take on a substantially different responsibility, the Construction Manager shall promptly submit to the Owner a qualification and experience resume' of the person(s) proposed as replacement(s) and shall furnish replacement(s) upon agreement or request by the Owner.

16.4 The Construction Manager shall not issue any Change Orders to Trade Contractors unless such Change Orders are within the project budget approved by the Board of Education. If changes are required within the approved project budget, the Construction Manager shall prepare change orders for approval of the Superintendent (or designee) in writing, along with the Construction Manager's certification that the individual project can still be

completed within the Board approved project budget. Should this certification not be provided, the Construction Manager shall submit such request to the Superintendent for review of the Board of Education. The Construction Manager is authorized to issue field orders in an amount not to exceed \$20,000, if in its professional opinion an issue is urgent as to potentially cause delay to the schedule of the project. The Construction Manager must advise the Superintendent of Schools or designee, gain verbal authorization and confirm in an email the same day the not to exceed value of such a field order. These field orders shall be included within the next written change order authorized by the Owner.

16.5 The Construction Manager shall inspect the Work of the Trade Contractors on the Project as it is being performed until final completion and acceptance of the Project by the Owner to fulfill Construction Manager's responsibilities and obligations under Paragraph 2.2.8 and to assure that the Work performed and the materials furnished are in accordance with the contract documents and that Work on the project is progressing in accordance with the Project Schedule. In the event that the quality control testing should indicate that the Work, as installed, does not meet the requirements of this Project, the Architect shall determine the extent of the Work that does not meet the requirements and the Construction Manager shall direct the Trade Contractor(s) to take appropriate corrective action, and advise the Owner of the corrective action.

16.6 The Construction Manager represents and warrants to the Owner that the Construction Manager is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required under this Agreement.

16.7 The Construction Manager represents and warrants to the Owner that the Construction Manager has visited the sites for the Projects, and has thoroughly familiarized itself with the local conditions under which the services required under this Agreement are to be performed.

16.8 The Construction Manager shall cause all of its employees, agents, contractors and consultants, and shall further cause all Trade Contractors and all of their employees, agents, contractors and consultants, and anyone working directly or indirectly under any of such parties, to comply with the laws of the State of Michigan prohibiting smoking on public school grounds.

16.9 In providing services under this Agreement, Construction Manager shall be acting in the capacity of an independent contractor.

16.10 Construction Manager shall insure that the Work complies with the Contract Documents and all applicable construction-related laws, ordinances, codes, rules, and regulations.

16.11 In addition to any other responsibilities of Construction Manager under this Agreement, Construction Manager shall be responsible for those services as indicated on the Responsibility Matrix attached as Exhibit F. If there is any inconsistency between this Agreement and the Responsibility Matrix, this Agreement shall prevail over and supersede the Responsibility Matrix.

16.12 Owner shall have the right to remove portions of the Project (as described in Owner's Application for Preliminary Qualification of the Bonds, numbered SBL/81-050-4-K12-16-01, dated March 27, 2017) from this Agreement. In the event the Owner removes a portion or portions of the Project, Construction Manager's compensation shall be adjusted to exclude the portion or portions of the Project removed from this Agreement. Owner shall also have the right to add work to the Project. In the event Owner adds work to the Project, Construction Manager's compensation shall be adjusted to include the work added to the Project.

OWNER:

**DEXTER COMMUNITY SCHOOLS**

By: \_\_\_\_\_

Its: President      Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: Secretary

CONSTRUCTION MANAGER:

**GRANGER CONSTRUCTION COMPANY**

By: \_\_\_\_\_

Its: President      Date: \_\_\_\_\_

Witness: \_\_\_\_\_

EXHIBIT A

TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

GENERAL CONDITION ITEMS

**General Conditions and Professional Services Summary**

		Column 1	Column 2	Column 3
Item Description		Original Budget	Approved Budget Changes	Current Budget (Col 1+2)
A.01	Performance Bond	\$ 716,129	\$ -	\$ 716,129
A.02	Environmental Assessment	\$ -	\$ -	\$ -
A.03	Surveys	\$ -	\$ -	\$ -
A.04	Geotechnical Engineer	\$ -	\$ -	\$ -
A.05	Materials Testing	\$ -	\$ -	\$ -
A.06	Roof Testing	\$ -	\$ -	\$ -
A.07	Mechanical Commissioning	\$ -	\$ -	\$ -
A.08	Document Reproduction	\$ -	\$ -	\$ -
A.09	Permits & Fees	\$ -	\$ -	\$ -
A.10	Miscellaneous	\$ 196,029	\$ -	\$ 196,029
<b>Subtotal General Conditions</b>		<b>\$ 912,158</b>	<b>\$ -</b>	<b>\$ 912,158</b>
B.01	CM Fee	\$ 1,023,041	\$ -	\$ 1,023,041
B.02	General Liability Insurance	\$ 195,800	\$ -	\$ 195,800
B.03	CM Site Office Reimbursable	\$ 150,124	\$ -	\$ 150,124
B.04	Preconstruction Reimbursable	\$ 100,000	\$ -	\$ 100,000
B.05	CM Staff Reimbursable	\$ 1,433,996	\$ -	\$ 1,433,996
B.06	Owner Agent	\$ 63,650	\$ -	\$ 63,650
<b>Subtotal CM Services</b>		<b>\$ 2,966,611</b>	<b>\$ -</b>	<b>\$ 2,966,611</b>
C.01	A/E Services	\$ 2,488,146	\$ -	\$ 2,488,146
C.02	A/E Reimburseables	\$ 608,267	\$ -	\$ 608,267
C.03	Sub-Consultants	\$ -	\$ -	\$ -
C.04	Other	\$ -	\$ -	\$ -
<b>Subtotal A/E Services</b>		<b>\$ 3,096,413</b>	<b>\$ -</b>	<b>\$ 3,096,413</b>

11/30/2017

**EXHIBIT B**

**TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER**

**PRELIMINARY PROJECT SCHEDULE**

**Phase One – New Elementary and Athletics fields at Creekside and High School**

Planning, Schematics & Design	July 2017 – December 2017
New Elementary, Construction - Phase 1	November 2017 – December 2018
Athletics Fields, Construction - Phase 1	December 2017 – December 2018

**Phase Two – Additions Renovations and Sitework at all buildings**

Planning, Schematics & Design	September 2017 – May 2018
Construction – Phase 2	April 2018 - December 2019

**Phase Three – Limited Work Required**

Construction – Phase 2	December 2018 – May 2020
------------------------	--------------------------

**Phase Four – Alternate Renovations and Sitework at all buildings**

Planning, Schematics & Design (Pre-Construction)	To be determined. Estimated 2021
Construction - Phase 4	To be determined. Estimated 2021

**EXHIBIT C**

**TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER**

**PRELIMINARY PROJECT BUDGET**

Projected CM Managed Cost Summary	Series 1 Bonds Issued 11/2017		Series 2 Bonds to be Issued 2021-2022
	Total Budget	Phases 1,2 & 3	Phase 4
		Base Bid	Base Bid
<b>Construction Costs</b>			
Project #01: New Elementary School	\$ 21,871,604	\$ 21,871,604	\$ -
Project #02: Cornerstone Elementary School	\$ 1,628,981	\$ 1,628,981	\$ -
Project #03: Wylie Elementary School	\$ 3,236,902	\$ 1,780,799	\$ 1,456,103
Project #04: Creekside Intermediate School	\$ 5,098,653	\$ 1,795,813	\$ 3,302,840
Project #05: Mill Creek Middle School	\$ 5,024,640	\$ 3,292,280	\$ 1,732,360
Project #06: Dexter High School	\$ 8,710,776	\$ 6,266,605	\$ 2,444,171
Project #07: Alternative Education	\$ 158,258	\$ 158,258	\$ -
Project #08: Bates Early Elementary	\$ 586,113	\$ 118,323	\$ 467,790
Project #09: Jenkins Early Childhood Center	\$ 616,713	\$ 319,422	\$ 297,291
Project #10: Copeland Administration Building	\$ 552,422	\$ 209,039	\$ 343,383
Project #11: Transportation Building	\$ 1,000	\$ -	\$ 1,000
Project #12: Proctor House	\$ 1,000	\$ -	\$ 1,000
Project #13: Naylor House	\$ 1,000	\$ -	\$ 1,000
Project #14: Avery House	\$ 1,000	\$ -	\$ 1,000
Project #15: Reallocated Construction	\$ 131,270	\$ 65,635	\$ 65,635
General Conditions Costs	\$ 912,158	\$ 716,690	\$ 195,468
Construction Manager Services	\$ 2,966,611	\$ 2,330,891	\$ 635,720
<b>SUBTOTAL CM Responsibility</b>	<b>\$ 51,499,101</b>	<b>\$ 40,554,339</b>	<b>\$ 10,944,762</b>
Loose Furnishings & Equipment	\$ -	\$ -	\$ -
Technology Equipment (All Phases)	\$ 675,994	\$ 249,103	\$ 426,891
A/E Services	\$ -	\$ -	\$ -
Project #07: Alternative Education	\$ -	\$ -	\$ -
Land Purchases (All Phases)	\$ -	\$ -	\$ -
Bus Purchases (All Phases)	\$ -	\$ -	\$ -
Reallocated Owner	\$ -	\$ -	\$ -
Election and Issuance Costs	\$ -	\$ -	\$ -
Projected Interest Earnings	\$ -	\$ -	\$ -
<b>SUBTOTAL Owner/CM Responsibility</b>	<b>\$ 675,994</b>	<b>\$ 249,103</b>	<b>\$ 426,891</b>
<b>TOTAL Project Cost / Phase</b>	<b>\$ 52,175,095</b>	<b>\$ 40,803,442</b>	<b>\$ 11,371,653</b>
<b>TOTAL Project Costs</b>			<b>\$ 52,175,095</b>

11/30/2017

Note 1: Construction Manager to provide management services for portion of security and infrastructure elements of technology shown above.

**EXHIBIT D**

**AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER**

**KEY PERSONNEL**

<b>Staff Member</b>	<b>Title</b>	<b>Hours</b>	<b>Rate</b>	<b>Total Cost</b>
Jerald Brand	Project Executive	376	\$ 95.00	\$ 35,720
Greg Brand	Senior Project Manager	1,298	\$ 70.00	90,896
To Be Assigned	Const. Superintendent 1	4,286	\$ 68.00	291,448
To Be Assigned	Const. Superintendent 2	1,200	\$ 68.00	81,600
Michael Nowosad	Project Manager	4,629	\$ 68.00	314,772
To Be Assigned	Project Manager Phase 4 (2022 assumed)	1,542	\$ 78.00	120,276
To Be Assigned	Project Engineer 1	4,183	\$ 48.00	200,784
To Be Assigned	Project Engineer 2	1,880	\$ 48.00	90,240
Beth Kromis	Project Coordinator	4,560	\$ 38.00	173,280
Brian Goodman	Corporate Safety Director	111	\$ 75.00	8,325
Amy Baldwin	Project Accountant	249	\$ 45.00	11,205
Becky O'Callaghan	Architectural Estimator	103	\$ 65.00	6,695
Rich Corona	Systems Engineer-Functions	103	\$ 85.00	8,755
		24,520		\$ 1,433,996

Note 1: The hourly rates shown shall be equitably adjusted between the parties should the scope or schedule of the project change materially.

Note 2: The Owner and Construction Manager have agreed that project management services are included for phase 4 work, but supervision and other on-site (field) staffing will be developed equitably as an additional service to this agreement, once the scope and timing of the work are further developed by the Owner and Construction Manager.

**EXHIBIT E**

**TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER**

**SCHEDULE OF MONTHLY PAYMENTS TO CONSTRUCTION MANAGER**

Construction Manager fee to be paid as follows:

20% of fee shall be paid for preconstruction phase services in equal monthly installments

80% of fee shall be paid for construction phase services in equal monthly installments

Staffing and general conditions costs shall be paid monthly as expended, not to exceed staffing budget shown on Exhibit D

See Approved Budget for all Construction Manager general conditions estimated costs.

See Approved Budget for all project related general condition costs

**EXHIBIT F -**

**TO AGREEMENT BETWEEN OWNER, CM AND ARCHITECT**

**RESPONSIBILITY MATRIX**

**PROJECT TEAM:**

OWNER: **DEXTER COMMUNITY SCHOOLS**

ARCHITECT: **TMP ARCHITECTURE, INC.**

CONSTRUCTION MANAGER: **GRANGER CONSTRUCTION COMPANY**

**INTRODUCTION:**

The following matrix lists functional tasks assigned to the members of the Dexter Community Schools Project Team. Tasks are listed by category and general sequence. Some tasks are clarified by endnotes.

**RESPONSIBILITY MATRIX**

	<b>Owner</b>	<b>A/E</b>	<b>CM</b>	<b>Endnote</b>
<b>TEAM SELECTION</b>	1	0	2	
Initiate Project	1	0	0	
Owner Selects CM	1	0	2	
Owner Selects AE	1	1	1	
Establish Team Responsibilities	1	1	1	
Establish Fees	1	1	1	
Execute Contractual Agreements	1	1	1*	
Establish Communication Procedures				
<b>BOND CAMPAIGN</b>				
Develop Owner's Program	1*	0	1	
Establish Owner's Budget	1	0	1	(1)
Establish Budget Guidelines and Controls	1	0	1*	
Analyze Program vs. Budget	1	0	1*	
Develop Hazardous Material Program	1	0	2	
Establish Site Requirements	1	0	2	
Conduct Site Evaluation	0	0	2	
Conduct Utilities Evaluation	0	0	2	
Develop Preliminary Project Master Schedule	1	0	1*	
Establish Preliminary Occupancy Schedule	1	0	1	(2)
Develop Preliminary Cash Flow Schedule	0	0	1	
Study Financial Feasibility	1	0	2	
Conduct Financing Studies	1	0	1	
Submit Necessary State or Federal Fund Applications	1	0	2	
<b>Board's Review &amp; Approval of Bond Application</b>	1	0	2	
Obtain State Approval of Bond Application	1	0	1*	
Fund Raising Promotion, Bond Campaign	1	2	2	
Obtain Financing & Invest Funds	1	0	2	
<b>SCOPE VALIDATION &amp; SCHEMATIC DESIGN</b>				
Study Spatial Relationships	2	1	2	
Prepare Functional and Flow Diagrams (N/A)	0	1	0	
Recommend Basic Materials & Systems	2	1	2	
Coordinate with Governmental Agencies and Utility companies	2	1*	1	(3)
Update Project Master Schedule	1	1	1*	

	Owner	A/E	CM	Endnote
Update Occupancy Schedule	1	2	1	
Prepare Detailed Design Schedule	2	1*	1	(4)
Complete Scope Validation Design Packages (schematic design.)	0	1	0	
Develop Schematic Estimate	0	2	1	
Analyze Estimate (Program/Budget/Estimate)	2	1	1*	
Refine Program (Relating to Bond Scope/Budget/Estimate)	1	1*	1	
Scope Validation Report	0	1*	1	
Retain Special Consultants	1	1	2	
<b>Board's Review and Approval of Schematic Design &amp; Estimate</b>	1	2	2	
(Schematic Phase may be combined with Design Development Phase with Owner approval)				
<b>DESIGN DEVELOPMENT</b>				
Review, evaluate and integrate Survey & Soils Testing data/ recommendations	0	1	2	(5)
Prepare Site Plan	0	1	0	
Evaluate Architectural Component & System Alternates	0	1	2	
Evaluate Structural Systems	0	1	2	
Evaluate Mechanical, Electrical & Data Systems	0	1	2	
Prepare Outline Specifications	0	1	2	
Prepare Commissioning Scope to engage Commissioning Agent (CxA)	0	1	2	
Coordinate Cx Plan with design	0	1	2	
Initiate Preliminary Utility Co. Review	2	1	2	
Complete Design Development Documents	0	1	0	
Prepare Design Development Estimate	0	2	1	
Analyze Estimate (Program/Budget/Estimate)	2	1	1*	
Conduct Value Engineering Analysis	0	1	1	(6)
Finalize Selection of Components & Systems	1	1*	2	
Design Development Report	0	1*	1	
<b>Board's Review &amp; Approval of Design Documents &amp; Estimate</b>	1	2	2	
Obtain Authorities with Jurisdiction & Agency Approvals	2	1	2	(7)
Obtain State Agency Approval	2	1	2	(7)
Obtain Dept. of Natural Resources Approval if Necessary	2	1	2	(7)
Prepare Local Planning or Zoning Board Approvals if Necessary	2	1	2	(7)
Update Master Schedule	1	1	1*	
Prepare Preliminary Construction Schedule	2	2	1	
Identify Long-Lead Purchase Items	0	2	1	
Prepare Long-Lead Purchase & Phased Construction Documents	0	1	2	
Bid and Purchase Long-Lead Items	2	2	1	
Evaluate Labor & Trade Contractor Market	0	0	1	
Establish General Conditions	2	2	1	
Update Cash Flow Schedule	0	0	1	
Establish Reporting & Accounting Procedures	2	2	1	
<b>CONSTRUCTION DOCUMENTS</b>				
Prepare Construction Plans & Technical Specifications	0	1	0	
Implement Phased Construction, if Applicable	2	2	1	
Review Construction Plans & Technical Specifications	2	1*	1	(8)
Final Government Agency Review Approval	2	1	2	
Final Insurance Requirements Review	1*	2	1	
Finalize Owner Occupancy Schedule	1	2	1*	
Coordinate Commissioning Plan with final specifications	2	1	2	
Prepare Project Manual	0	2	1	(9)
Establish Contract Conditions	2	2	1	(10)
Determine Bid Divisions of Work	0	2	1	
Update Construction Schedule	2	2	1	

	<b>Owner</b>	<b>A/E</b>	<b>CM</b>	<b>Endnote</b>
Prepare Trade Contractor Bid Lists	2	2	1	
Review Trade Contractor Bid Lists	1	1	1*	
Update Cash Flow Schedule	2	0	1	
Construction Document Report	0	1*	1	
<b>Board's Approval of Construction Documents &amp; Schedule</b>	1	2	1	
<b>BIDDING AND AWARDING</b>				
Advertise for Trade Contractor Bids	2	0	1	
Place Legal Ads for Bidding and post on DMB website	1*	2	1	
Distribute Bidding Documents	0	0	1	
Obtain Builders Risk Insurance	1*	0	1	(11)
Conduct Trade Contractor Pre-Bid Conference	0	2	1	(12)
Prepare & Distribute Addenda	0	1	1*	
Receive & Tabulate Trade Contractors' Bids	2	2	1	(13)
Evaluate Bids for Specification Compliance	0	1	1*	
Evaluate Bids and Make Award Recommendations	2	1	1*	
Conduct Pre-Award Conferences	2	1	1*	
Evaluate Cost of Project as Bid	2	2	1	
Update Construction & Master Schedule	0	0	1	
<b>Board's Review &amp; Approval of Trade Contracts</b>	1*	2	1	
Issue Notice to Proceed	1	0	1*	
Develop Detailed Construction Schedule	0	0	1	
Set Disbursement Schedules	0	0	1	
Issue Trade Contracts	1	0	1*	
<b>CONSTRUCTION</b>				
Mobilization for Construction	0	0	1	
Verify & Monitor Insurance & Bond Requirements	2	2	1	
Provide Full Time Field Coordination & Reporting	0	0	1	
Establish Beneficial Occupancy Schedule	2	2	1	
Review/inspect & Monitor Trade Contractors' Work	0	2	1	
Review/inspect for Conformance to Design	0	1	2	
Interpret Plans & Specifications	0	1	2	
Evaluate Progress & Update Construction Schedule	0	2	1	
Process Shop Drawings & Sample Control	0	2	1	
Check & Approve Shop Drawings & Samples	0	1	2	
Approve Trade Contractor Progress Payments	1	1	1*	(14)
Disperse Payments to Contractors	2	0	1	
Provide Project Cost Controls	0	0	1	
Conduct Job Meetings	0	2	1	
Prepare & Process Proposal Requests & Const. Change Directives	0	1	2	(15)
Prepare & Process Change Documents	0	1	1*	
Review & Approve Change Documents	1*	2	1	(16)
Administer Safety Program	0	0	1	
Administer Quality Control Program	0	2	1	(17)
Maintain Electronic Record Drawings	0	2	1	
Coordinate Owner Occupancy Schedule	1	2	1	
Participate in Commissioning Meetings	2	1	1*	
<b>CLOSE OUT &amp; OCCUPANCY</b>				
Prepare Punch List	0	1	1*	
Coordinate Completion of Punch List	0	2	1	
Certify Substantial Completion	2	1	2	
Obtain Final Approval from Agencies with Jurisdiction	0	1	2	
Conduct Demonstration on Systems & Equipment	1	1	1	(18)

	<b>Owner</b>	<b>A/E</b>	<b>CM</b>	<b>Endnote</b>
Start-Up & Recommended Maintenance	1	2	1	
Submit/Review Operation Manuals & Warranties	0	1	1*	
Inspect for Final Compliance with Documents	2	1	2	
Perform Final Accounting	0	0	1	
Determine Final Payments	1	1	1*	
Coordinate Work under Guarantee	0	2	1	
Provide Continuing Consultation in Post Occupancy	0	1	1	
<b>Owner's Acceptance</b>	1	0	0	

### **RESPONSIBILITY MATRIX ENDNOTES**

- (1) The Owner establishes limits of expenditures; the construction manager develops breakdowns of total cost.
- (2) The Owner sets the desired occupancy based on the construction duration anticipated by the construction manager.
- (3) Following consultation with the Owner, the architect/engineer coordinates governmental agency and utility company plan reviews as required and assisted by the construction manager during design. Roles will be reversed during construction.
- (4) The architect/engineer set their production schedules based on the overall project milestones established by the construction manager. Architect/engineer is responsible to meet the design schedule.
- (5) The architect/engineer defines the necessary surveys and soil tests to properly execute his work, which is contracted and paid for by the Owner to the survey and testing agency.
- (6) The construction manager recommends cost effective alternate systems for analysis by the architect/engineer with joint concurrence in recommending systems to the Owner for approval.
- (7) The architect/engineer will submit all required drawings, specifications, transmittals, applications and fees to the appropriate governing agencies after approval from the Owner. Owner to reimburse fees to architect/engineer.
- (8) The Owner reviews plans and specifications for program requirements, construction manager reviews for cost and duration control.
- (9) Construction manager to prepare description of work for each trade and equipment contractor in accordance with the architect/engineer's specifications.
- (10) Construction manager to initiate trade contract conditions to be reviewed and approved by the Owner.
- (11) Builders Risk Insurance obtained by Owner or Construction Manager if so directed by Owner.
- (12) Chaired by construction manager with architect/engineer in attendance for questions and drafting of addenda.
- (13) Owner receives bids, assisted by the construction manager at a public bid opening, with architect/engineer in attendance.

- (14) Construction manager prepares payment application, and along with architect/engineer approves certification for payment to trade contractors at joint meeting and submits summary to Owner for approval of payment.
- (15) Architect/engineer prepares proposal requests and construction change directives by trade or equipment contractors and submits to construction manager for distribution.
- (16) Architect/engineer and construction manager approve pricing, and Owner approves expenditure.
- (17) Architect/engineer establishes quality control plan in technical specifications and construction manager implements the plan.
- (18) Contractors to conduct demonstration to Owner with architect/engineer and construction manager in attendance.

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**AGREEMENT BETWEEN OWNER AND ARCHITECT**

**THIS AGREEMENT**, MADE AS OF the 9<sup>th</sup> of August, 2017 is between

the Owner: Dexter Community Schools  
Board of Education  
7714 Ann Arbor Road  
Dexter, Michigan 48130

and the Architect: TMP Architecture, Inc.  
1191 W. Square Lake Road  
Bloomfield Hills, Michigan 48302

For the following Project:

Certain portions, as assigned by the Owner to the Architect, of the 2017 School Building and Site Bonds projects as described in the Owner’s Application for Preliminary Qualification of the Bonds, numbered SBL/81-050-4-K12-16-01, dated March 27, 2017.

the Construction Manager: Granger Construction Company  
6267 Aurelius Road  
P. O. Box 22187  
Lansing, Michigan 48909

The Owner and the Architect agree as set forth below.

**ARTICLE 1**

**ARCHITECT’S SERVICES AND RESPONSIBILITIES**

**BASIC SERVICES**

Unless modified by Article 15, the Architect’s Basic Services shall be provided in conjunction with, and in reliance upon, the services of a Construction Manager as described in the Agreement Between Owner and Construction Manager. Basic Services shall consist of either four (4) or five (5) Phases described in Paragraphs 1.1 through 1.5, inclusive, and include usual and customary architectural, civil, traffic, structural, mechanical, electrical and acoustical engineering services and any other services necessary to produce a reasonably complete and accurate set of Construction Documents as described in Section 1.3, and any other services included in Article 15 as part of Basic Services. The first sequence of work for the new elementary school and certain athletic fields shown as Phase 1 of Exhibit A. Schematic and design development phases shall be combined into one phase. Succeeding phases may be undertaken in either 4 or 5 phases as the parties agree before the work begins for each phase.

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. The Architect shall establish and conduct a mutually agreed upon system of communications, review and revision vehicles to ensure an informed “Owner Approval Process” for each design phase. This process shall include a reasonable number of Owner review meetings with individuals designated by the Owner. The Architect shall conduct a reasonable and sufficient number of such meetings to ensure the owner’s full opportunity to make detailed reviews, suggest revisions, and make an informed approval of such revised designs. The time line for this process shall provide for sufficient time to allow for review, revision and finalization of plans for approval by the owner prior to timely commencement of the subsequent design phase. Finalized plans shall be provided to the Owner and Construction Manager in both reproducible drawing format and digital format as specified by the owner.

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 receive, review and evaluate 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.

The schedule agreed between the parties of this agreement is shown in Exhibit A. The Architect shall provide further input to the Owner and Construction Manager for inclusion in the detailed Project schedule prepared by the Construction Manager. The schedule input provided by the Architect 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.

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.

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 and obtain their approvals as required.

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, as determined by the Owner.

## **1.1 SCHEMATIC DESIGN PHASE**

**1.1.1** The Architect shall assist the Owner in the preparation of a program for the Project to ascertain the requirements of the Project and shall review and confirm the understanding of these requirements and other design parameters with the Owner.

**1.1.2** The Architect shall provide a preliminary evaluation of the program, schedule (compliant with Exhibit A of this agreement), and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

**1.1.3** The Architect shall review with the Owner and the Construction Manager site use and improvements; selection of materials, building systems and equipment; construction systems and methods of Project delivery.

**1.1.4** Based on the mutually agreed upon program and the Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings, outline specifications and other documents illustrating the scale and relationship of Project components.

**1.1.5** At intervals appropriate to the progress of the Schematic Design Phase, and in accordance with the Project schedule prepared by the Construction Manager in consultation with the Architect and the Owner ("Project Schedule"), the Architect shall provide schematic design studies for the Owner's and Construction Manager's review, which will be made so as to cause no delay to the Architect and in accordance with the Project Schedule. The design and specification information shall be provided to the Construction Manager electronically in 3D Revit electronic files insofar as is possible; and 2D pdf and AutoCAD file format if not available in 3D. A copy of the Project Schedule is attached to this Agreement as Exhibit A. The Project Schedule shall be periodically reviewed and revised by the Construction Manager, in consultation with the Owner and the Architect, in accordance with the terms and provisions of the Construction Management Agreement.

**1.1.6** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall 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.

**1.1.7** Upon completion of the Schematic Design Phase, the Architect shall provide the drawings, outline specifications and other documents approved by the Owner for the Construction Manager's use in preparing an estimate of Construction Cost.

## **1.2 DESIGN DEVELOPMENT PHASE**

**1.2.1** Based on the Owner's approval of the Schematic Design Documents any adjustments authorized in writing by the Owner in the program, schedule, or the Project budget, the Architect shall prepare, for approval by the Owner, the Design Development Documents consisting of drawings, outline specifications and other documents to fix and describe the size and character of the entire Project as to architectural, civil, traffic, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate; including, without limit, architectural landscaping, foodservice facilities, acoustical engineering, technology design, security improvements, pool, theater, and all other specialty consulting services required for the Project as described in the Owner's Application for Preliminary Qualification of the Bonds, numbered SBL/81-050-4-K12-16-01, dated March 27, 2017, and any other services included in Article 15 as part of Basic Services.

**1.2.2** At intervals appropriate to the progress of the Design Development Phase, and in accordance with the Project Schedule, the Architect shall provide design development documents for the Owner's and Construction Manager's review, which will be made so as to cause no delay to the Architect and in accordance with the Project Schedule. Before completion of this phase, the Architect shall meet with or otherwise formally communicate with all governmental authorities required to approve the contract documents and the entities providing utility services to review its design intent with these entities and to assure their requirements have been integrated within the Design Development documents before proceeding into Construction Documents Phase.

**1.2.3** Upon completion of the Design Development Phase, the Architect shall provide the Construction Manager with drawings, outline specifications and other documents approved by the Owner for use in preparing a further estimate of Construction Cost, and shall assist the Construction Manager in preparing such estimate of Construction Cost.

## **1.3 CONSTRUCTION DOCUMENTS PHASE**

**1.3.1** Based on the Owner's approval of the Design Development Documents, and any further adjustments in the scope or quality of the Project, schedule, or in the Project budget authorized in writing by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. 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. Within the Construction Documents, the Architect shall specify three (3) or more products or systems to provide best value and encourage competition in bidding. Should the Architect recommend fewer products or systems for any reason, the Architect shall gain the Owner's and the Construction Manager's written concurrence before issuing the Construction Documents. The Architect shall not specify delegated design by any other party as a part of the Construction Documents for any portion of the Work without the Construction Manager's written concurrence. Said Construction Documents shall comply with applicable laws, statutes, ordinances, codes, rules and regulations and shall be complete and unambiguous. Approval by the Owner shall not constitute approval of the means, techniques or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only.

**1.3.2** The Architect shall keep the Construction Manager informed of any changes in requirements or in construction materials as the Drawings and Specifications are developed so that the Construction Manager can adjust the estimate of Construction Cost appropriately.

**1.3.3** 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.

**1.3.4** The Architect shall assist the Owner and the Construction Manager in connection with filing documents required for the approvals of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for filing documents on behalf of Owner required by the State of Michigan and the local officials.

**1.3.5** The Architect shall be responsible for the coordination of all Drawings and other documents relating to the Architect's Basic Services for the Project, regardless of whether the Drawings and other documents are prepared or performed by the Architect or by the Architect's consultants. The Architect shall be responsible for coordination and internal checking of all Drawings and for the accuracy of all dimensional information contained in the Drawings, as fully as if each Drawing were prepared by the Architect. The Architect shall be responsible for the completeness and accuracy of all Drawings and Specifications submitted by the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes in effect at that time, including, without limit, those applying to environmental, fire safety, barrier-free, American's With Disabilities Act and health requirements.

**1.3.6** The Architect shall provide services in connection with alternative designs for cost estimating or bidding purposes to assure the budget is maintained and to assure the Owner is able to obtain maximum desired scope within its available funds. Should the bids received exceed the available funds for the project, the Architect shall redesign and revise drawings as required to allow the Owner to receive bids that are within available funds at no additional cost to the Owner.

**1.3.7** The Architect may rely upon previous design documents provided by the Owner for general knowledge and dimensional information only. The Architect shall inspect the existing facilities as required to develop additions and renovations described within the Owner's bond documents and assure the Architect's new designs are well integrated within the existing systems and facilities, are fully compliant with all building codes, rules and regulations and provide best value to the Owner.

## **1.4 BIDDING OR NEGOTIATION PHASE**

**1.4.1** The Architect, following the Owner's approval of the Construction Documents and the latest estimate of Construction Cost, 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 competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

**1.4.2** The Architect shall assist the Owner and Construction Manager in bidding the Project by

- (a) providing electronic files in agreed format for use as Bidding Documents for distribution to prospective bidders,
- (b) participating in any pre-bid conferences for prospective bidders, and
- (c) preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda, and.
- (d) assisting the Construction Manager in conducting pre-award conferences with bidders.

**1.4.3** 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.

## **1.5 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

**1.5.1** The Construction Phase will commence with the award of the initial Contract for Construction between the Construction Manager and a Contractor and, together with the Architect's obligation to provide Basic Services under this Agreement, will end three hundred sixty (360) days after the Date of Substantial Completion of the Project.

**1.5.2** Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect, in cooperation with the Construction Manager, shall provide administration of the Contracts for Construction as set forth below and in the Conditions of the Contracts (General and Supplementary), as prepared by the Construction Manager and approved by the Owner and the Architect.

**1.5.3** The Architect and the Construction Manager shall advise and consult with the Owner during the Construction Phase. All instructions to the Contractors shall be forwarded through the Construction Manager. The Architect and the Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.18.

**1.5.4** The Architect shall visit the site as often as necessary and at intervals appropriate to the stage of construction (with particular emphasis on structural work), or as otherwise agreed by the Architect in writing, to become familiar with the progress and quality of Work, to determine if Work is proceeding in accordance with the Contract Documents, and to satisfy Architect's responsibilities under Act No. 306 of the Public Acts of 1937. On the basis of such on-site observations as an architect, the Architect shall keep the Owner regularly informed of the progress and quality of Work, and shall guard the Owner against defects and deficiencies in Work of the Contractors and any failure to carry out the Work in accordance with the Construction Documents and the Project schedule, and shall promptly report to the Owner and the Construction Manager in writing (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. In no event shall the Architect's site visits be less frequent than one (1) day each week. The Architect will assure that personnel visiting the site are qualified to inspect the various stages of construction of the Project (i.e., structural, civil, mechanical, electrical, interiors and/or other disciplines). The Architect shall promptly issue to the Owner a field report summarizing the results of the Architect's visits to the Project. However, the Owner and Architect agree that supervision services as required by the above mentioned Public Act shall be a contractual responsibility of the Construction Manager.

**1.5.5** Except as required by Act No. 306 of the Public Acts of 1937, as amended, and the responsibilities of the Architect under Subparagraph 1.5.4 above, Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out Work in accordance with the Contract Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, Subcontractors, any of their agents or employees, or any other persons performing any Work, nor shall the Architect be responsible for the Construction Manager's obligations. Nothing contained in this Agreement shall be construed to limit in any way the Architect's duties and responsibilities under Act No. 306 of the Public Acts of 1937, as amended, or Act No. 299 of the Public Acts of 1980, as amended.

**1.5.6** The Architect shall at all times have access to Work wherever it is in preparation or progress. The Architect shall inform the Construction Manager of its intent to visit and inspect the site(s) before entering the site, and fully comply with the safety procedures and rules of the Construction Manager while on site.

**1.5.7** Based on the Architect's observations at the site, the recommendations of the Construction Manager and an evaluation of the Project Application for Payment, the Architect shall review and approve the amounts to be paid to the Contractors and shall issue a Project Certificate for Payment in such amounts, as provided in the Contract Documents.

**1.5.8** The issuance of a Project Certificate for Payment shall constitute a representation by the Architect to the Owner that, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Project Application for Payment, Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of Work is in accordance with the Contract Documents (subject to an evaluation of Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Project Certificate for Payment); and that the Contractors are entitled to payment in the amount certified. However, the issuance of a Project Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how or for what purpose the Contractors have used the monies paid on account of the Contract Sums.

**1.5.9** The Architect shall be the initial interpreter of the requirements of the Contract Documents and the initial interpreter of the performance thereunder by the Owner, the Construction Manager and the Contractors. The Architect shall render interpretations necessary for the proper execution or progress of Work, with reasonable promptness and in accordance with agreed upon time limits. The Architect shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractors relating to the execution or progress of Work or the interpretation of the Contract Documents.

**1.5.10** All 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 graphic form. In the capacity of initial interpreter, the Architect shall endeavor to secure faithful performance by the Owner, the Construction Manager and the Contractors, shall not show partiality, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

**1.5.11** The Architect's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

**1.5.12** The Architect, in consultation with Owner and Construction Manager, shall have authority and responsibility to reject Work which does not conform to the Contract Documents, and whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect shall have authority to require special inspection or testing of Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed; but the Architect shall take such action only after consultation with the Construction Manager. The Architect shall obtain the Owner's written approval prior to ordering any special inspection or testing of Work in accordance with the provisions of the Contract Documents.

**1.5.13** The Architect shall receive Contractors' submittals such as Shop Drawings, Product Data and Samples, after they have been reviewed and approved for submittal by the Construction Manager, and the Architect shall review and approve or take other appropriate action upon them, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. Requests for Information (RFI's) from the Construction Manager shall be responded to within seven (7) calendar days or less and submittals shall be reviewed and responded to within 14 calendar days or less unless otherwise defined in the construction documents previously approved by the Owner and Construction Manager. In any case, such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**1.5.14** The Architect shall review and sign or take other appropriate action on Change Orders prepared by the Construction Manager for the Owner's authorization in accordance with the Contract Documents.

**1.5.15** The Architect shall have authority to order minor changes in Work not involving an adjustment in a Contract Sum or an extension of a Contract Time and which are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the Construction Manager. The Construction Manager shall promptly forward to the Owner a copy of each written order issued pursuant to this Subparagraph 1.5.15.

**1.5.16** The Architect, assisted by the Construction Manager, shall conduct inspections to determine the Dates of Substantial Completion and final completion and shall issue appropriate Project Certificates for Payment. The Architect, the

Owner and the Construction Manager shall execute a certificate establishing the Date of Substantial Completion within thirty (30) days after the Date of Substantial Completion.

**1.5.17** The Architect shall assist the Construction Manager in receiving and forwarding to the Owner for the Owner's review written warranties and related documents assembled by the Contractors.

**1.5.18** The extent of the duties, responsibilities and limitations of authority of the Architect as a representative of the Owner during construction shall not be modified or extended without the written consent of the Owner and the Architect, with a copy of such amendment forwarded to the Construction Manager.

**1.5.19** The Architect shall prepare a set of electronic reproducible record drawings showing significant changes in Work made during construction based on marked-up prints, drawings and other data furnished to the Architect. The Architect shall deliver such electronic reproducible record drawings (together with reproducible computer disks of all computer-aided design and drafting done in connection with the Project) within thirty (30) days after the Date of Substantial Completion of the Project. This service does not include redrafting the original plans.

**1.5.20** The Architect shall provide assistance to the Construction Manager and Trade Contractors in the utilization of the equipment or systems included in the Project, such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

**1.5.21** Approximately two hundred seventy (270) days after the Date of Substantial Completion of the Project, the Architect shall visit the Project and identify portions of the Project requiring correction pursuant to the warranties provided by the Construction Manager and/or the Contractors. The Architect shall promptly prepare a report setting forth the results of the Architect's inspection and shall forward copies to the Owner and the Construction Manager.

## **1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

**1.6.1** If the Owner and the Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

**1.6.2** Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect, as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

**1.6.3** Through the observations of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in Work, but the furnishings of such Project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

## **1.7 ADDITIONAL SERVICES**

The following services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

**1.7.1** Providing financial feasibility or other special studies.

**1.7.2** Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, for the Project.

**1.7.3** Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase, except that the Architect shall provide as Basic Services alternates agreed between the parties during Design Development to allow the Owner to obtain maximum value for their available project budget.

**1.7.4** Providing services to make measured drawings of existing facilities, or to verify the accuracy of drawings or other information furnished by Owner.

**1.7.5** Providing coordination of work performed by separate contractors or by the Owner's own forces.

**1.7.6** Providing services in connection with the work of separate consultants, other than the Construction Manager, retained by the Owner.

**1.7.7** Providing services for planning tenant or rental spaces.

**1.7.8** Making revisions to Drawings, Specifications or other documents when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the issuance of such documents (provided Architect had no knowledge of the proposed enactment or revisions of such codes, laws or regulations prior to the issuance of such documents for bid by Contractors).

**1.7.9** Making investigations, surveys, valuations, inventories, detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

**1.7.10** Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work; provided that such consultation and/or service arises through no fault of the Architect.

**1.7.11** Providing services made necessary by the failure of performance, the termination or default of the Construction Manager; by default of a Contractor; by major defects or deficiencies in the Work of any Contractor; or by failure of performance of either the Construction Manager or any Contractor under the Contracts for Construction; provided that, in any such event, such services are required through no fault of the Architect.

**1.7.12** Providing services more than three hundred sixty (360) days after the Date of Substantial Completion of the Project.

**1.7.13** Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding; provided that, such hearing or proceeding arises through no fault of the Architect.

**1.7.14** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

## **1.8 TIME**

**1.8.1** The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which shall be adjusted until approved by the Owner in writing as the Project proceeds, and which may include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The Architect shall consult with the Construction Manager to coordinate the Architect's time schedule with the Project Schedule. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect. The Owner and the Architect agree that the Project Schedule attached to this Agreement as Exhibit A shall constitute the Project Schedule referenced in this Subparagraph, as such Project Schedule shall be modified by the Construction Manager from time to time.

## **ARTICLE 2**

### **THE OWNER'S RESPONSIBILITIES**

**2.1** The Owner, with the assistance of the Architect, shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems (including information technology), site requirements, and moveable equipment and furnishings requirements.

**2.2** The Owner shall provide a budget for the Project based on consultation with the Architect and the Construction Manager, which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the Owner. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project and their source.

**2.3** The Owner shall designate a representative authorized to act in the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect's services. The Architect acknowledges that the Owner is a public body and that in certain instances, the only party authorized to act on the Owner's behalf will be the Dexter Community Schools Board of Education. In such instances, the Owner's authorized representative shall consult with the Board of Education and shall communicate the Board of Education's response to the Architect.

**2.4** The Owner shall retain a construction manager to manage the Project. The Construction Manager's services, duties and responsibilities will be as described in the Agreement Between Owner and Construction Manager, a copy of which, together with any amendments thereto, will be furnished to the Architect. The Architect shall not be responsible for the acts taken by the Construction Manager.

**2.5** The Owner shall furnish a legal description and a certified land survey of the site, if required, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

**2.6** The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

**2.7** The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law upon written request of the Architect.

**2.8** The Owner shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, including such auditing services as the Owner may require to verify the Project Applications for Payment or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the Owner. The legal, accounting and insurance counseling services provided by the Owner pursuant to this Paragraph 2.8 shall be such services as shall be required by the Owner. The Architect shall be responsible for furnishing legal, accounting and insurance counseling services as the Architect may deem necessary for the performance of the Architect's duties and obligations under this Agreement.

**2.9** The services, information, surveys and reports required by Paragraphs 2.5 through 2.8, inclusive, shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon their accuracy and completeness, unless the Architect is aware that such information is inaccurate.

**2.10** If the Owner observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect and the Construction Manager. Notwithstanding the foregoing, the Owner shall be under no affirmative duty to inspect the Project for any fault or defect or for nonconformance with the Contract Documents.

**2.11** The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and Work of the Contractors. The Owner shall furnish the required information and services in a timely manner and in accordance with the Project Schedule as such Project Schedule shall be modified by the Construction Manager from time to time.

### **ARTICLE 3**

#### **CONSTRUCTION COST**

##### **3.1 DEFINITION**

**3.1.1** The Construction Cost for each building or site or portion of the Project shall be the total cost or estimated cost to the Owner for each respective portion of the Project designed or specified by the Architect and Construction Manager as approved by the Owner.

**3.1.2** The Construction Cost shall also include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by the Architect. It shall also include the Construction Manager's compensation for services, Reimbursable Costs and the cost of work provided by the Construction Manager.

**3.1.3** Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way any portions of the Project removed by the Owner pursuant to Paragraph 15.8, or other costs which are the responsibility of the Owner as provided in Article 2.

##### **3.2 RESPONSIBILITY FOR CONSTRUCTION COST**

**3.2.1** The Architect, as a design professional familiar with the construction industry, shall assist the Construction Manager in evaluating the Owner's Project budget and shall review the estimates of Construction Cost prepared by the Construction Manager. It is recognized, however, that neither the Architect, the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over the Contractors' methods of determining Bid prices, or over 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 Project budget proposed, established or approved by the Owner, if any, or from the estimate of Construction Cost or other cost estimate or evaluation prepared by the Construction Manager.

**3.2.2** The Owner and the Architect acknowledge and agree that a fixed limit of Construction Cost shall be established for each building or site or portion of the Project. The fixed limit of Construction Cost for each building or site is shown on Exhibit B. The fixed limit of Construction Cost for each building or site may be adjusted from time-to-time with the Owner's written approval.

**3.2.3** If Bids are not received within one hundred eighty (180) days of the originally scheduled time for the receipt of such Bids (as established in the Project Schedule), due to causes beyond the Architect's control, the fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the originally scheduled date and the date on which Bids are received. The Construction Manager shall recommend to the Owner and the Architect the appropriate adjustments to the fixed limit of Construction Cost required pursuant to this Subparagraph 3.2.3.

**3.2.4** If the fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the sum of the lowest figures from bona fide, responsible and responsive Bids or negotiated proposals, plus the Construction

Manager's estimate of other elements of Construction Cost for any building or site of the Project, the Owner shall (1) authorize rebidding or renegotiation of the work for the building or site within a reasonable time, (2) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (3) cooperate in revising the Project scope and quality as required to reduce the Construction Cost of that building or site. In the case of item (3), the Architect shall modify the Drawings and Specifications as necessary to comply with the fixed limit of Construction Cost, without additional cost to the Owner.

#### **ARTICLE 4**

##### **HOURLY BILLING RATES**

**4.1** The Hourly Billing Rates of the Architect's personnel engaged on the Project is set forth on Exhibit C attached to this Agreement. Hourly rates shall only apply to additional services authorized in advance in writing by the Owner. No adjustment shall apply to Basic Services or agreed alternate work. The Hourly Billing Rates shall not be adjusted by the Architect prior to January 1, 2018, and, thereafter, adjustments to the Hourly Billing Rates may be made no more frequently than every twelve (12) months, after giving written notice to the Owner; provided, however, in no event shall the Hourly Billing Rates increase by more than three percent (3.00%) per year.

#### **ARTICLE 5**

##### **REIMBURSABLE EXPENSES**

**5.1** Reimbursable Expenses are in addition to the compensation for Basic and Additional Services, and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project. The fixed Not To Exceed Allowance for Reimbursable Expenses is \$109,000. Reimbursable Expenses are listed in the following Subparagraphs:

**5.1.1** Fees paid for securing approvals of authorities having jurisdiction over the Project, as determined by the Owner. The estimate of fees for authorities with jurisdiction approvals is \$ 80,000.

**5.1.2** Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants. The estimate of reimbursable expenses for printing, postage and shipping is \$9,000. This amount shall not be exceeded without Owner's prior written approval.

**5.1.3** The estimate of fees to be paid for the services of a traffic engineering consultant is \$20,000.

**5.1.4** Expense of photographic production techniques when used in connection with Additional Services.

**5.1.5** If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

**5.1.6** If authorized in advance and in writing by the Owner, expense of color renderings, models and mock-ups.

**5.2** Notwithstanding anything in this Agreement to the contrary, computer-aided design and/or drafting fees and expenses shall not constitute a Reimbursable Expense in the performance of the Architect's Basic Services under this Agreement.

**5.3** Deleted.

**5.4** The Owner and the Architect acknowledge and agree that there will be no Reimbursable Expenses incurred in connection with the performance of the duties and obligations of the Architect and its consultants under this Agreement, other than those identified in paragraphs 5.1, 5.2, and 5.5.

**5.5** The cost of specialty Consultants retained by the Architect (not already included as part of the Architect's Basic Services team), with the Owner's written approval for specialty services ( other than traffic, technology, and security, which are already quoted as allowance amounts to this Agreement, should the Owner elect to have this work performed under this Agreement). Provided, however, the cost of these services shall be charged to the Owner at cost.

## **ARTICLE 6**

### **PAYMENTS TO THE ARCHITECT**

#### **6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

**6.1.1** An initial payment, if any, as set forth in Paragraph 14.1 is the minimum payment under this Agreement.

**6.1.2** Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

**6.1.3** If and to the extent that the period initially established for the Construction Phase of the Project is exceeded or extended through no fault of the Architect, compensation for Basic Services required for such extended period of Administration of the Construction Contracts shall be equitably adjusted.

**6.1.4** When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.2.2, based on (1) the lowest figures from bona fide Bids or negotiated proposals, or (2) if no such Bids or proposals are received, the most recent estimate of Construction Cost for such portions of the Project.

#### **6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES**

**6.2.1** Payments on account of the Architect's Additional Services, as defined in Paragraph 1.7, and for Reimbursable Expenses, as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred, together with such supporting documentation as the Owner may reasonably require.

#### **6.3 PAYMENTS WITHHELD**

**6.3.1** No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of changes in Construction Cost other than those for which the Owner reasonably believes the Architect is responsible for, in which case the disputed amount will be placed in a separate account until the matter is settled or determined by the legal process.

#### **6.4 PROJECT SUSPENSION OR ABANDONMENT**

**6.4.1** If the Project is suspended or abandoned in whole or in part for more than three (3) months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than three (3) months, the Architect's compensation shall be equitably adjusted.

## **ARTICLE 7**

### **ARCHITECT'S ACCOUNTING RECORDS**

**7.1** Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of Hourly Billing Rates shall be kept on the basis of generally accepted accounting principles and

shall be available to the Owner or the Owner's authorized representative at mutually convenient times. These records shall be preserved by the Architect for a period of three (3) years after final payment to the Architect.

## **ARTICLE 8**

### **OWNERSHIP AND USE OF DOCUMENTS**

**8.1** The Drawings and Specifications prepared by the Architect for the Project (including all materials stored on computer disks) are the property of both the Owner and the Architect. The Drawings and Specifications may be used by Owner and its consultants for the Owner's other projects, including future projects, with written notice to the Architect. Owner shall obtain independent professional advice to assure that all Drawings and Specifications meet legal requirements and applicable building and safety codes. The Owner and its consultants may, as necessary, use the Drawings and Specifications in connection with any future use the Owner may undertake, such as a new project, any additions to the Project or, in the event Architect is terminated hereunder, for purposes of completing the Project. In such the event the Architect is terminated, however, Owner shall advise the Architect in writing of such use of the Drawings and Specifications, and Owner shall obtain independent professional advice on the additional work or completion of the Project so as to assure that all Drawings and Specifications meet legal requirements and applicable building and safety codes, and may be used by Owner in any manner that it deems appropriate.

**8.2** Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

## **ARTICLE 9**

### **DISPUTE RESOLUTION**

**9.1** Unless the parties agree otherwise, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as provided herein as a condition precedent to litigation:

**9.1.1** The party bringing a claim shall give notice to the other party and, in writing, propose a meeting within fourteen (14) days after the claim arises in which to discuss and attempt to resolve the claim. The Architect's Chief Executive Officer and the Superintendent of Schools shall be engaged in this meeting.

**9.1.2** In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to subparagraph A above. The mediator shall render his or her decision within fourteen (14) days of said meeting.

**9.1.3** The purpose of mediation is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award.

**9.1.4** In the event the independent mediator's attempt to resolve the dispute between the parties fails, then each party will be free to pursue recovery of claims at law.

**9.1.5** During the pendency of this alternative dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.

**9.2** If the parties do not resolve a dispute through mediation pursuant to this Section 9.1, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

## **ARTICLE 10**

### **TERMINATION OF AGREEMENT**

**10.1** This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

**10.2** This Agreement may be terminated by the Owner upon at least seven (7) days' written notice to the Architect in the event that the Project or any phase is permanently abandoned.

**10.3** In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to the termination date, together with Reimbursable Expenses then due.

**10.4** This Agreement may be terminated by the Owner, without cause, upon seven (7) days' written notice to the Architect. In the event of termination by the Owner pursuant to this Paragraph 10.4, the Architect shall be compensated as provided in Paragraph 10.3.

**10.5** In the event the Owner terminates this Agreement pursuant to Paragraph 10.1, the Architect shall receive no fees, costs or reimbursable expenses other than those due for services actually performed and expenses actually incurred prior to the date of termination.

## **ARTICLE 11**

### **MISCELLANEOUS PROVISIONS**

**11.1** This Agreement shall be governed by the laws of the State of Michigan.

**11.2** Terms in this Agreement shall have the same meaning as those in the Conditions of the Contracts (General and Supplementary) prepared by the Construction Manager and approved by the Owner and the Architect.

**11.3** The Architect shall not specify any asbestos-containing building material ("ACBM"), lead-containing materials ("LCM") nor any other US EPA currently listed hazardous materials to be used in the construction of the Project. Upon the issuance of the final Certificate of Payment, the Architect shall cause the Contractors to certify to the Owner, the Architect and the Construction Manager that, to the best of the Contractors' knowledge, no ACBMs and/or LCMs, as the case may be, were used in the construction, equipping or furnishing of the Project.

**11.4** The Architect shall maintain throughout the term of this Agreement and for a period of three (3) years after issuance of a Certificate of Substantial Completion for the Project, errors and omissions insurance in the minimum amount of Two Million Dollars \$2,000,000.00 in a form and with a US domiciled insurance company satisfactory to the Owner.

**11.5** The Architect shall maintain the following insurance for the duration of this Agreement. The Architect shall ensure that its consultants maintain equal or greater insurance policies.

**11.5.1** Comprehensive General Liability with policy limits of not less than Five Million Dollars (\$5,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

**11.5.2** Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

**11.5.3** 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.

**11.5.4** Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars (\$1,000,000).

**11.5.5** Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.

**11.5.6** The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements of this Section 11.5. The certificates will show the Owner as an additional named insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. The Architect shall be listed as a certificate holder or as an additional insured on its consultants' insurance policies, copies of which shall be provided to the Owner

**11.6** All services provided by the Architect under this Agreement shall be performed with the standard of professional care and skill exercised by an architect of recognized experience and expertise in the design and construction of public school facilities. Architect shall be responsible for the degree of care and skill for all services provided hereunder whether such services are provided directly by the Architect, its employees or agents, or by any consultants hired by the Architect.

**11.7** Attached to this Agreement as Exhibit D is a project organization chart setting out the Architect's personnel, and their responsibilities in connection with the Project, together with certain consultants or outside firms which the Architect will use in connection with the performance of its services on the Project. The Architect shall not make any changes in such personnel or consultants without the prior written approval of the Owner. In the event of the termination, death, disability, transfer or promotion to take on a substantially different responsibility, or in the event that the Owner has any reasonable objection to any person or consultant, the Architect shall promptly propose and employ a substitute acceptable to the Owner.

**11.8** The Architect represents and warrants to the Owner that the Architect is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required under this Agreement.

**11.9** The Architect represents and warrants to the Owner that the Architect has visited the sites for the Project and has thoroughly familiarized itself with the local conditions under which the services required under this Agreement are to be performed.

**11.10** The Architect shall cause all of its employees, agents, contractors and consultants to comply with the laws of the State of Michigan prohibiting smoking on public school grounds.

## **ARTICLE 12**

### **SUCCESSORS AND ASSIGNS**

**12.1** The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.

## **ARTICLE 13**

### **EXTENT OF 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 the Owner and the Architect.

**13.2** Nothing contained herein shall be deemed to create any contractual relationship between the Architect and the Construction Manager or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything

contained in this Agreement be deemed to give any third party any claim or right of action against the Owner or the Architect which does not otherwise exist without regard to this Agreement.

## ARTICLE 14

### BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

**14.1** AN INITIAL PAYMENT of Zero and 00/100 Dollars (\$0) shall be made upon execution of this Agreement.

#### **14.2 BASIC COMPENSATION**

**14.2.1** FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services and the Menu of Architectural Services (Exhibit E), Basic Compensation shall be computed as follows:

A fixed fee of \$1,786,218 for services rendered with respect to Phases 1, 2, and 3 shown on Exhibit A which the Owner plans to fund from the proceeds of its first series (2017) of school building and site bonds, and a fixed fee of \$592,928 for services rendered with respect to Phase 4 shown on Exhibit A which the Owner plans to fund from the proceeds of its second series of school building and site bonds anticipated to be issued in 2021 or 2022. Calculation of the fixed fee broken down by project and phase is shown on Exhibit B. The fixed fee includes all professional design services necessary for the respective phases, except for certain costs which will be billed as a not to exceed reimbursable expense as provided in paragraphs 5.5 and 14.5. The fixed fee includes the costs of services relating to coordinating the Architect's services with the services of the traffic engineer, technology consultant and security consultant as necessary. The fixed fee is based upon the Architect providing services for the work descriptions shown as Basic Services attached as Exhibit E. Any payments by Owner to Architect for services performed prior to the execution of this Agreement shall be applied against the fixed fee for the amounts shown in Exhibit B.

Payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for **each** Phase shall equal the following percentages of the total Basic Compensation payable for each different component (site) of the Project:

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%)

**14.3** FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, compensation shall be computed separately in accordance with Subparagraph 1.6.2., and shall be a stipulated sum to be agreed upon by the Owner and the Architect or based upon the hourly rates quoted in Exhibit C if so directed in writing by Owner prior to the commencement of such services.

#### **14.4 COMPENSATION FOR ADDITIONAL SERVICES**

**14.4.1** FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, compensation shall be computed as follows: a stipulated sum or sums as agreed to between Owner and Architect or based on the Hourly Billing Rates in Exhibit C (with a maximum not to exceed figure or figures) to be agreed upon by the Owner and the Architect prior to the commencement of such services.

**14.4.2** ADDITIONAL SERVICES OF CONSULTANTS will be considered as reimbursable expenses under paragraph 14.5 below, with no multiple applied.

**14.5** FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of one (1) times the amounts expended by the Architect and the Architect's employees in the interest of the Project. There will be no multiple applied to the costs of consultants.

**14.6** Payments due the Architect and unpaid under this Agreement for a period of forty-five (45) days from the date of invoice shall bear interest from the date payment is due at the rate of one percent (1%) per month.

**14.7** The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

**14.7.1** IF THE SCOPE of the Project or the Architect's services is changed materially, the amounts of compensation shall be negotiated between the parties.

**14.7.2** IF THE SERVICES covered by this Agreement have not been completed within sixty (60) months of the date hereof, through no fault of the Architect, the rates set forth herein shall be equitably adjusted with any increase not to exceed three percent (3%).

## ARTICLE 15

### OTHER CONDITIONS OR SERVICES

**15.1** The terms and provisions of the attached Addenda are incorporated by reference.

**15.2** Architect agrees to defend, indemnify, hold harmless and protect the Owner, its officials, officers, employees, and agents, against any and all claims, losses, liability, damage, cost, and expenses, including reasonable attorney's fees, as a result of or due, to the negligent acts, errors, or omissions of the Architect, its agents, employees, consultants, or its subcontractors.

**15.3** Architect and its subcontractors and consultants shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

**15.4** If any provision of this Agreement is in conflict with the provisions of any other document, including the Construction Documents, General Conditions or Supplementary Conditions, etc., the provision of this Agreement shall prevail.

**15.5** Owner shall have the right to approve or disapprove of the Architect's Work on each phase of each project site, including, but not limited to, Schematic Design, Design Development Phase, Construction Documents Phase, Bidding and Negotiating Phase, or Construction Documents Phase work and other design work or documents. In the event that any phase of the Architect's Work is not approved by the Owner, the Architect shall proceed, when requested by the Owner, with revisions to the design work or documents prepared for that phase to attempt to satisfy Owner's objections. These revisions will be made without additional compensation, unless revisions are made to drawings previously approved under previous phases, in which case such revision services shall be paid as additional services.

**15.6** If errors and omissions in the project are detected in the plans and specifications before the work is in place, the costs of any re-design required to incorporate the item or feature omitted or correct the error shall be borne by the Architect. Any additional construction costs in this instance resulting from the inclusion of the omitted item or feature or to correct the error shall be borne by the Owner. If, however, the error or omission is not detected until after work is in place and removal and replacement of a portion of the construction is required, and if incorporation of the omitted item or feature should reasonably and properly have been provided by the Architect, then the cost of the removal and the reconstruction required to begin incorporation of the omitted item or feature shall also be borne by the Architect and the cost of the omitted items shall be borne by the Owner. If the error is not detected until after the work is in place, the Architect shall also bear the cost of removal and replacement of any construction erroneously emplaced and the cost of the omitted items shall be borne by the Owner.

**15.6** In addition to any other Basic Services required to be performed under Paragraphs 1.1 through 1.5 and any other Paragraphs of this Agreement, Architect shall perform as Basic Services all those services marked as Basic Services on the Menu of Architectural Services attached as Exhibit E.

**15.7** In addition to any other responsibilities of Architect under this Agreement, Architect shall be responsible for those services as indicated on the Responsibility Matrix attached as Exhibit F. If there is any inconsistency between this Agreement and the Responsibility Matrix, this Agreement shall prevail over and supersede the Responsibility Matrix.

**15.8** Owner shall have the right to remove portions of the Project (as described in Owner's Application for Preliminary Qualification of the Bonds, numbered SBL/81-050-4-K12-16-01, dated March 27, 2017) from this Agreement. In the event the Owner removes a portion or portions of the Project, Architect's compensation shall be adjusted to exclude the portion or portions of the Project removed from this Agreement. Owner shall also have the right to add work to the Project. In the event Owner adds work to the Project, Architect's compensation shall be based on the Hourly Billing Rates set forth in Exhibit C or on another basis as mutually agreed upon in writing between Owner and Architect.

**OWNER:**

**ARCHITECT:**

**DEXTER COMMUNITY SCHOOLS**

**TMP ARCHITECTURE, INC.**

By: \_\_\_\_\_  
Its: President Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: President Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Secretary Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A - TO AGREEMENT BETWEEN OWNER AND ARCHITECT  
PROJECT SCHEDULE**

**Phase One – New Elementary, Athletics fields at Creekside, 8100 Shield Rd. and High School**

Planning, Schematics & Design Development	July 2017 – August 2017
New Elementary, Construction Documents - Phase 1	September 2017 – December 2017
Bid Pack #1 (Earthwork & Stormwater)	<b>Due:</b> September 29, 2017
Bid Pack #2 (Underground Utilities & Foundations)	<b>Due:</b> October 11, 2017
Bid Pack #3 (Masonry & Steel)	<b>Due:</b> October 30, 2017
Bid Pack #4 (Building & Sitework)	<b>Due:</b> December 15, 2017
Athletics Fields, Construction Documents - Phase 1	September 2017 – December 2017
Bid Pack #1 (Earthwork, Storm, Underground Utilities)	<b>Due:</b> September 29, 2017
Bid Pack #2 (Systems, Sitework & Turf)	<b>Due:</b> December 15, 2017

**Phase Two – Additions Renovations and Sitework at all buildings**

Planning, Schematics & Design Development	September 2017 – January 2018
Construction Documents – Phase 2	February 2018 - May 2018
Bid Pack #1 (Earthwork, Structural & Underground Utilities)	<b>Due:</b> March 30, 2018
Bid Pack #2 (Building, Systems & Sitework)	<b>Due:</b> May 25, 2018

**Phase Three – No Design Required**

**Phase Four –  
Renovations and Sitework at all buildings**

Planning, Schematics & Design Development	To be determined. Estimated 2021
Construction Documents	To be determined. Estimated 2021

**EXHIBIT B - TO AGREEMENT BETWEEN OWNER AND ARCHITECT  
BUDGETED SCOPE OF WORK**



**Dexter Community Schools  
2017 Bond - Budget Report**

Description of Work	Projected Design Cost Summary		Series 1 Bonds Issued 11/2017		Series 2 Bonds to be Issued 2021-2022	
	Total Budget	Total Base Fees	Phases 1,2 & 3 Budget	Phases 1,2 & 3 Base Fees	Phase 4 Budget	Phase 4 Base Fees
<b>Construction Costs</b>						
Project #01: New Elementary School	\$ 19,265,375	\$ 747,417	\$ 19,265,375	\$ 747,417	\$ -	\$ -
Project #02: Cornerstone Elementary School	\$ 3,574,071	\$ 196,442	\$ 3,574,071	\$ 196,442	\$ -	\$ -
Project #03: Wylie Elementary School	\$ 3,087,922	\$ 185,275	\$ 1,698,837	\$ 101,930	\$ 1,389,086	\$ 83,345
Project #04: Creekside Intermediate School	\$ 4,806,839	\$ 297,602	\$ 1,277,733	\$ 79,107	\$ 3,529,106	\$ 218,495
Project #05: Mill Creek Middle School	\$ 4,835,149	\$ 278,007	\$ 3,168,120	\$ 182,158	\$ 1,667,029	\$ 95,849
Project #06: Dexter High School	\$ 8,135,760	\$ 488,146	\$ 5,852,934	\$ 351,176	\$ 2,282,826	\$ 136,970
Project #07: Alternative Education	\$ 114,000	\$ 6,840	\$ 114,000	\$ 6,840	\$ -	\$ -
Project #08: Bates Early Elementary	\$ 569,610	\$ 38,224	\$ 114,991	\$ 7,717	\$ 454,619	\$ 30,507
Project #09: Jenkins Early Childhood Center	\$ 590,555	\$ 39,750	\$ 305,874	\$ 20,588	\$ 284,681	\$ 19,162
Project #10: Copeland Administration Building	\$ 204,984	\$ 13,836	\$ 77,567	\$ 5,236	\$ 127,417	\$ 8,600
Project #11: Transportation Building	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project #12: Proctor House	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project #13: Naylor House	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project #14: Avery House	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project #15: Reallocated Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Conditions Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Manager Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL Construction Responsibility</b>	<b>\$ 45,184,266</b>	<b>\$ 2,291,539</b>	<b>\$ 35,449,502</b>	<b>\$ 1,698,611</b>	<b>\$ 9,734,763</b>	<b>\$ 592,928</b>
Loose Furnishings & Equipment	\$ 1,530,180	\$ 87,607	\$ 1,530,180	\$ 87,607	\$ -	\$ -
Technology Equipment (All Phases)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A/E Services (Reimbursables)	\$ -	\$ 109,000	\$ -	\$ 109,000	\$ -	\$ -
Land Purchases (All Phases)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bus Purchases (All Phases)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reallocated Owner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Election and Issuance Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Interest Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL Owner Responsibility</b>	<b>\$ 1,530,180</b>	<b>\$ 196,607</b>	<b>\$ 1,530,180</b>	<b>\$ 196,607</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL Project Costs</b>	<b>\$ 46,714,446</b>	<b>\$ 2,488,146</b>	<b>\$ 36,979,682</b>	<b>\$ 1,895,218</b>	<b>\$ 9,734,763</b>	<b>\$ 592,928</b>
						<b>\$ 2,488,146</b>

11/30/2017

Dexter Community Schools - Fee Summary		TMP Proposal based on Bond Application					TMP	TMP Contract Workpapers		Bond budget
Facility	New Construction Value	Fee %	Stipulated Sum	Renovations Value	Fee %	Stipulated Sum	Total Fee	Tech Value/ Adjusted contracted	Construction Value contracted	11/30 to balance
<b>1. New Elementary School</b>	\$ 18,653,200								\$ 18,903,375	\$ 19,265,375
Code/Program & Design Update		6% * 42.5%	\$ 475,657						\$ 475,657	
FFE	\$ 1,148,365	3.75%	\$ 43,064					\$ 883,190		
Tech/Security	\$ 388,425	6.00%	\$ 23,306					\$ 250,175	\$ 15,011	
Construction Admin		6% * 20%	\$ 223,838						\$ 223,838	
Project Closeout		6% * 1%	\$ 11,192						\$ 11,192	
Traffic Consultant allowance			\$ 20,000							
<b>Total New Elementary School</b>	<b>\$ 20,189,990</b>	<b>3.95%</b>	<b>\$ 797,056</b>				<b>\$ 797,056</b>		<b>\$ 725,697</b>	
<b>2. Cornerstone Elementary School</b>	\$ 2,400,400			\$ 1,143,671					\$ 3,574,071	
Design		5.25% * 79%	\$ 99,557		6% * 79%	\$ 54,210			\$ 153,767	
FFE	\$ 271,338	3.75%	\$ 10,175	\$ 271,338	3.75%	\$ 10,175		\$ 70,000		
Tech/Security	\$ 236,500	6.00%	\$ 14,190	\$ 236,500	6.00%	\$ 14,190		\$ 30,000	\$ 1,800	
Construction Admin		5.25% * 20%	\$ 25,204		6% * 20%	\$ 13,724			\$ 38,928	
Project Closeout		5.25% * 1%	\$ 1,260		6% * 1%	\$ 686			\$ 1,946	
<b>Total Cornerstone Elementary</b>	<b>\$ 2,908,238</b>	<b>5.17%</b>	<b>\$ 150,386</b>	<b>\$ 1,651,509</b>	<b>5.63%</b>	<b>\$ 92,985</b>	<b>\$ 243,372</b>		<b>\$ 196,441</b>	
<b>3. Wylie Elementary School</b>				\$ 2,937,922					\$ 3,087,922	
Design					6% * 79%	\$ 139,258			\$ 139,258	
FFE				\$ 837,165	3.75%	\$ 31,394		\$ 167,690		
Tech/Security				\$ 499,275	6.00%	\$ 29,957		\$ 150,000	\$ 9,000	
Construction Admin					6% * 20%	\$ 35,255			\$ 35,255	
Project Closeout					6% * 1%	\$ 1,763			\$ 1,763	
<b>Total Wylie Elementary School</b>				<b>\$ 4,274,362</b>	<b>5.56%</b>	<b>\$ 237,626</b>	<b>\$ 237,626</b>		<b>\$ 185,275</b>	
<b>4. Creekside Elementary School</b>				\$ 3,676,839					\$ 3,706,839	\$ 4,806,839
Design					6.25% * 79%	\$ 181,544			\$ 181,544	
FFE				\$ 1,011,936	3.75%	\$ 37,948				
Tech/Security				\$ 633,075	6.00%	\$ 37,985		\$ 30,000	\$ 1,800	
Construction Admin					6.25% * 20%	\$ 45,960			\$ 45,960	
Project Closeout					6.25% * 1%	\$ 2,298			\$ 2,298	
<b>Total Creekside Elementary School</b>				<b>\$ 5,321,850</b>	<b>5.74%</b>	<b>\$ 305,735</b>	<b>\$ 305,735</b>		<b>\$ 231,602</b>	
<b>5. Mill Creek Middle School</b>	\$ 2,420,360			\$ 2,376,789					\$ 4,947,149	\$ 4,835,149
Design		5.5% * 79%	\$ 105,165		6% * 79%	\$ 112,660			\$ 217,824	
FFE	\$ 685,113	3.75%	\$ 25,692	\$ 685,113	3.75%	\$ 25,692		\$ 105,300		
Tech/Security	\$ 344,263	6.00%	\$ 20,656	\$ 344,263	6.00%	\$ 20,656		\$ 150,000	\$ 9,000	
Construction Admin		5.5% * 20%	\$ 26,624		6% * 20%	\$ 28,521			\$ 55,145	
Project Closeout		5.5% * 1%	\$ 1,331		6% * 1%	\$ 1,426			\$ 2,757	
<b>Total Mill Creek Middle School</b>	<b>\$ 3,449,735</b>	<b>5.20%</b>	<b>\$ 179,467</b>	<b>\$ 3,406,164</b>	<b>5.55%</b>	<b>\$ 188,955</b>	<b>\$ 368,422</b>		<b>\$ 284,727</b>	
<b>6. Dexter High School</b>	\$ 1,300,200			\$ 8,235,560				\$ (250,000)	\$ (15,000)	\$ 9,485,760
Design		6% * 79%	\$ 61,629		6% * 79%	\$ 390,366			\$ 451,995	\$ 8,135,760
FFE	\$ 815,250	3.75%	\$ 30,572	\$ 815,250	3.75%	\$ 30,572		\$ 70,000		\$ 37,043,123
Tech/Security	\$ 818,313	6.00%	\$ 49,099	\$ 818,313	6.00%	\$ 49,099		\$ 200,000	\$ 12,000	\$ 37,043,123
Construction Admin		6% * 20%	\$ 15,602		6% * 20%	\$ 98,827			\$ 114,429	(totals to account for project transfers)
Project Closeout		6% * 1%	\$ 780		6% * 1%	\$ 4,941			\$ 5,721	
<b>Dexter High School</b>	<b>\$ 2,933,763</b>	<b>5.37%</b>	<b>\$ 157,683</b>	<b>\$ 9,869,123</b>	<b>5.81%</b>	<b>\$ 573,804</b>	<b>\$ 731,487</b>		<b>\$ 569,146</b>	
<b>7. Dexter Alternative Education</b>	\$ 354,000			\$ 160,176					\$ 114,000	
Design		6% * 79%	\$ 16,780		6.5% * 79%	\$ 8,225		\$ 100,000	\$ 6,000	
FFE	\$ 19,863	3.75%	\$ 745	\$ 19,863	3.75%	\$ 745				
Tech/Security	\$ 15,000	6.00%	\$ 900	\$ 15,000	6.00%	\$ 900		\$ 14,000	\$ 840	
Construction Admin		6% * 20%	\$ 4,248		6.5% * 20%	\$ 2,082				
Project Closeout		6% * 1%	\$ 212		6.75% * 1%	\$ 108				
<b>Dexter Alternative Education</b>	<b>\$ 388,863</b>	<b>5.89%</b>	<b>\$ 22,885</b>	<b>\$ 195,038</b>	<b>6.18%</b>	<b>\$ 12,060</b>	<b>\$ 34,945</b>		<b>\$ 6,840</b>	
<b>Sub-Total - New Construction</b>	<b>\$ 29,870,588</b>	<b>4.38%</b>	<b>\$ 1,307,477</b>							
<b>Sub-Total - Renovations</b>				<b>\$ 24,718,046</b>	<b>5.71%</b>	<b>\$ 1,411,165</b>				
<b>Sub-Total - Fees Projects 1-7</b>							<b>\$ 2,718,642</b>			
<b>Dexter Community Schools - Fee Summary / page 2</b>							<b>TMP</b>			
Facility	New Construction Value	Fee %	Stipulated Sum	Renovations Value	Fee %	Stipulated Sum	Total Fee			
<b>8. Bates Early Elementary School</b>				\$ 539,610					\$ 569,610	
Design					6.75% * 79%	\$ 28,775			\$ 28,775	
FFE				\$ 277,107	3.75%	\$ 10,392				
Tech/Security				\$ 348,775	6.00%	\$ 20,927		\$ 30,000	\$ 1,800	
Construction Admin					6.75% * 20%	\$ 7,285			\$ 7,285	
Project Closeout					6.75% * 1%	\$ 364			\$ 364	
<b>Total Bates Early Elementary</b>				<b>\$ 1,165,492</b>	<b>5.81%</b>	<b>\$ 67,742</b>	<b>\$ 67,742</b>		<b>\$ 38,224</b>	
<b>9. Jenkins Early Childhood Center</b>				\$ 575,555					\$ 590,555	
Design					6.75% * 79%	\$ 30,691			\$ 30,691	
FFE				\$ 64,300	3.75%	\$ 2,411				
Tech/Security				\$ 113,625	6.00%	\$ 6,818		\$ 15,000	\$ 900	
Construction Admin					6.75% * 20%	\$ 7,770			\$ 7,770	
Project Closeout					6.75% * 1%	\$ 388			\$ 388	
<b>Total Jenkins Early Childhood Center</b>				<b>\$ 753,480</b>	<b>6.38%</b>	<b>\$ 48,079</b>	<b>\$ 48,079</b>		<b>\$ 39,750</b>	

<b>10. Copeland Administration Center</b>	\$ 535,220					\$ 204,984	\$ 204,984
Design		6.75% * 79%	\$ 28,541			\$ 204,984	\$ 13,816
FFE	\$ 115,850	3.75%	\$ 4,344				
Tech/Security	\$ -	6.00%	\$ -				
Construction Admin		6.75% * 20%	\$ 7,225				
Project Closeout		6.75% * 1%	\$ 361				
<b>Total Copeland Administration</b>	<b>\$ 651,070</b>	<b>6.22%</b>	<b>\$ 40,472</b>	<b>\$ 40,472</b>		<b>\$ 13,816</b>	
<b>11. Transportation Center</b>	<b>\$ 74,887</b>						
Design		7.5% * 79%	\$ 4,437				
FFE	\$ 213,000	3.75%	\$ 8,021				
Tech/Security	\$ -	6.00%	\$ -				
Construction Admin		7.5% * 20%	\$ 1,123				
Project Closeout		7.5% * 1%	\$ 362				
<b>Total Transportation Center</b>	<b>\$ 268,787</b>	<b>4.90%</b>	<b>\$ 14,143</b>	<b>\$ 14,143</b>			
<b>12. Proctor House</b>	<b>\$ 5,400</b>						
Design		9.5% * 79%	\$ 405				
FFE	\$ 21,400	3.75%	\$ 1,178				
Tech/Security	\$ -	6.00%	\$ -				
Construction Admin		9.5% * 20%	\$ 103				
Project Closeout		100%	\$ 100				
<b>Total Proctor House</b>	<b>\$ 36,800</b>	<b>4.85%</b>	<b>\$ 1,785</b>	<b>\$ 1,785</b>			
<b>13. Naylor House</b>	<b>\$ 17,280</b>						
Design		8.5% * 79%	\$ 1,160				
FFE	\$ -	3.75%	\$ -				
Tech/Security	\$ -	6.00%	\$ -				
Construction Admin		8.5% * 20%	\$ 294				
Project Closeout		150%	\$ 150				
<b>Total Naylor House</b>	<b>\$ 17,280</b>	<b>9.28%</b>	<b>\$ 1,604</b>	<b>\$ 1,604</b>			
<b>14. Avery House</b>	<b>\$ 17,280</b>						
Design		8.5% * 79%	\$ 1,160				
FFE	\$ -	3.75%	\$ -				
Tech/Security	\$ -	6.00%	\$ -				
Construction Admin		8.5% * 20%	\$ 294				
Project Closeout		150%	\$ 150				
<b>Total Avery House</b>	<b>\$ 17,280</b>	<b>9.28%</b>	<b>\$ 1,604</b>	<b>\$ 1,604</b>			
<b>Sub-Total - New Construction</b>	<b>\$ -</b>		<b>\$ -</b>				
<b>Sub-Total - Renovations</b>	<b>\$ 2,930,189</b>	<b>5.99%</b>	<b>\$ 175,429</b>				
<b>Sub-Total - Fees Projects 8-14</b>				<b>\$ 175,429</b>			

TMP Fees on Construction and Technology per building							\$ 2,291,539	
Construction Value								\$ 45,184,266
Technology value included in Construction value							\$ 869,175	
FFE Per TMP Design portion							\$ 1,296,180	\$ 48,607
FFE Pilot Classroom design proposal							\$ 234,000	\$ 39,000
Total TMP Contract							\$ 1,530,180	\$ 2,879,146
Reimbursables								\$ 20,000
traffic consultant								\$ 9,000
reimbursables reproduction								\$ 80,000
permits and fees								\$ 2,488,146
Total TMP Budget (01)								

**EXHIBIT C-TO AGREEMENT BETWEEN OWNER AND ARCHITECT  
HOURLY BILLING RATES**

**ARCHITECT PERSONNEL**

**HOURLY RATE**

Principal	\$185.00/HR
Project Manager/Planner	\$140.00/HR
Architect	\$110.00/HR
Architectural Designer	\$ 90.00/HR
Interior Designer	\$ 95.00/HR
Construction Administrator	\$105.00/HR
Specification Writer	\$100.00/HR
CADD/Revit Operator	\$ 50.00/HR

**MECHANICAL/ ELECTRICAL/ PLUMBING/ STRUCTURAL ENGINEERING RATES**

Principal	\$171.00/HR
Engineer V	\$132.00/HR
Engineer I	\$ 80.00/HR
Designer I	\$ 69.00/HR
CADD Operator I	\$ 41.00/HR

**LANDSCAPE AND CIVIL ENGINEERING RATES**

Principal	\$140.00/HR
Sr. Engineer	\$130.00/HR
Engineer	\$ 95.00/HR
Project Professional Designer	\$ 90.00/HR
CADD/Revit Operator/Intern	\$ 55.00/HR

The hourly rates indicated above may be adjusted in accordance with Paragraph 4.1.

**EXHIBIT D - TO AGREEMENT BETWEEN OWNER AND ARCHITECT  
ARCHITECT'S PERSONNEL ASSIGNED TO THE PROJECT**

<u>Person:</u>	<u>Title:</u>
Timothy A. Casai, FAIA	Principal in Charge
Eric L. Geiser, AIA	Project Manager
David W. Larson, AIA	Project Designer
John M. Miliacca, AIA	Elementary Project Architect
Michael Evans, AIA	Other Projects Architect / Educational Code Specialist
Laura C. Casai, IIDA, LEED AP	Interior Designer
Thomas V. Kowalski, AIA, LEED AP	Elementary Construction Administrator
Michael S. Xenos	Other Projects Construction Administrator

**ARCHITECT'S CONSULTANTS FOR THE PROJECT**

<u>Consultant</u>	<u>Service</u>	<u>Person</u>
Peter Basso Associates, Inc.	Lead Mechanical Engineer	Steven V. Mrak, PE
Peter Basso Associates, Inc.	Lead Electrical Engineer	Scott T. Peck, PE
Structural Design, Inc.	Lead Structural Engineer	Anders Sjogren, PE
Beckett & Raeder, Inc.	Lead Civil Engineer	Kristofer Enlow, PE
Beckett & Raeder, Inc.	Lead Landscape Architect	C. Carey Baker, PLA, ASLA
Midwestern Consulting, Inc.	Senior Transportation Engineer	James J. Valenta, PE
E F Whitney, Inc.	Food Service Designer	Ed Whitney
CommTech, Inc.	Technology/Security Consultant	Bret Emerson, RCDD/NTS
Boner Associates, Inc.	Acoustical Consultant	Richard E. Boner

**EXHIBIT E - TO AGREEMENT BETWEEN OWNER AND ARCHITECT  
MENU OF ARCHITECTURAL SERVICES**

A. PURPOSE. This Menu of Services (hereinafter "Menu") is a checklist of professional services and functions as a guide to further describe those tasks to be performed by the Architect for this particular Project as set forth, in Article 2 of the attached Agreement. The Menu also introduces Pre-Design Phase services, Post Construction Phase Services, Supplemental services, and designates which services are deemed Basic Services or Additional Services for this Project.

The Menu is not intended in any way to alter, amend, change or supersede the terms of the Agreement Between Owner and Architect to which this Exhibit E is attached. In the event of any conflict between the Agreement Between Owner and Architect and this Exhibit E, the Agreement Between Owner and Architect shall control.

- B. DESIGNATIONS. The following notations are applicable for each Menu item:
- B: Basic Services
  - A: Additional Services
  - X: Not Required/Not Applicable

Those Menu items which have traditionally been designated as Basic Services have been "pre-designated" below by inserting a "B" in the check list.

C. PREDESIGN PHASE I. In the Predesign Phase the Architect will provide the following services to assist the Owner in establishing the program, financial and time requirements, and limitations for the project.

1. Project Administration services consisting of predesign administrative functions including:
  - B Initial consultation in development of the Project.
  - B Preparation of compensation estimates and professional services agreement(s).
  - B Project-related research.
  - B Conferences.
  - B Communications and progress reports.
  - B Travel time.
2. Owner-supplied Data Coordination services consisting of predesign activities including:
  - B Review and coordination of data furnished for the Project as a responsibility of the Owner.
  - B Assistance to Owner in obtaining existing drawings and related data.
  - B Assistance to owner in obtaining soils investigation services.
  - B Assistance to Owner in obtaining topographic survey(s).
  - B Assistance to owner in obtaining Phase I, Phase II and/or Baseline Environmental Assessment.
3. Facility Needs Study for each building and site in the District consisting of:
  - B Inspection and evaluation to identify and recommend major renovation and additional space needs for each.
  - X Estimate of construction costs.
  - B Estimate of Furniture and Equipment costs.
  - B Consultation with and recommendation for selection of projects to be included in the bond issue application.
4. Programming services required to establish the following detailed requirements for the Project:
  - B Design objectives, limitations and criteria.
  - B Space requirements.
  - B Space relations.
  - X Number and functional responsibilities of personnel.
  - B Flexibility and expansibility.
  - B Special equipment and systems.
  - B Site requirements.

5. Space Schematics/Flow Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:
  - B Internal functions.
  - B Human and vehicular flow patterns.
  - B General space allocations.
  - B Special facilities and equipment.
  - B Flexibility and expansibility.
6. Existing Facilities Surveys services consisting of researching, assembling and reviewing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:
  - B Photography or videography
  - B Field measurements and review of existing drawings, except if extensively required for Transportation Center and Copeland Senior Center, then as an additional service.
  - B Analysis of existing architectural elements.
  - B Analysis of existing structural capabilities.
  - B Analysis of existing mechanical capabilities.
  - B Analysis of existing electrical capabilities.
7. Project Budgeting services relating to development of a Predesign Phase Estimate of Construction Cost(s) based on programming studies.
  - B Assistance to Construction Manager in preparation and concurrences with various elements of Project Budget.
  - B Establishment of Contingency Budget.
8. Bond Issue Application services relating to Michigan Treasury Department's Application for Preliminary Qualification of Bonds.
  - X Coordination and consultation with Owner, Bonding Attorney and Financial Consultant necessary for preparation of Application.
  - Compilation and preparation of:
    - X Summary of Estimated Costs for all Construction Projects Proposed in this Application form.
    - X Summary-Existing and Proposed School Plant form.
    - X Project Cost Calculation form.
    - X Estimated Size and Cost of Proposed Construction Project forms with necessary attachments for each facility included in the Project.
    - X Site Acquisition and Development form.
    - X Certifications of forms prepared by Architect.
    - X Attendance with Owner at all Treasury Department preliminary qualification meetings directly related to this Project.
9. Presentation services consisting of presentations of Predesign Phase analyses and recommendations by the Architect/Engineer to the following owner representatives:
  - X Board/Administration/Staff
  - X Citizens committee(s).

D. SCHEMATIC DESIGN PHASE. In the Schematic Design Phase, the Architect will provide the following services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the Owner. Design will be conceptual in character based on the program and requirements developed under the Pre-Design Phase of the project and approved by the Owner.

1. Project Administration services consisting of schematic design administrative functions including:
  - B Consultation.
  - B Conferences.
  - B Communications and progress reports.
  - B Travel time.
2. Disciplines Coordination/Document Checking services consisting of schematic design activities for:

- B Coordination between the architectural/engineering work of other involved disciplines for the Project.
- B Review and checking of documents prepared for the Project.
- 3. Agency Consulting/Review/Approval services consisting of schematic design activities including:
  - B Agency consultations.
  - B Research and/or review of critical applicable regulations.
  - B Assistance in the preparation of written and graphic explanatory materials.
  - B Appearances on Owners behalf at agency and Owner meetings.
- 4. Owner supplied Data Coordination services consisting of schematic design activities including:
  - B Review and coordination of data furnished for the Project as a responsibility of the Owner.
  - B Assistance in establishing criteria.
  - B Assistance in obtaining data.
- 5. Architectural Design/Documentation services responding to program requirements and consisting of preparation of:
  - B Conceptual site and building plans.
  - B Preliminary building elevations.
  - B Preliminary selection of building systems and materials.
  - B Development of approximate dimensions, areas and volumes.
  - B Perspective sketch(es).
- 6. Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
  - B A proposed structural system.
- 7. Mechanical Design/Documentation services consisting of consideration of materials, systems and equipment and development of conceptual design solutions for:
  - B Energy source(s).
  - B Energy conservation.
  - B Heating and ventilating.
  - B Air conditioning.
  - B Plumbing.
  - B Fire protection.
  - B Develop Commissioning Model.
- 8. Electrical Design/Documentation consisting of consideration of systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and work with consultant on development of conceptual design solutions for:
  - B Power service and distribution.
  - B Lighting.
  - B Telephones.
  - B Fire detection and alarms.
  - B Security systems.
  - B Electronic communications.
  - B Special electrical systems.
  - B Technology infrastructure coordination.
  - B Develop Commissioning Model.
- 9. Civil Design/Documentation consisting of consideration of materials, systems and development of conceptual design solutions for:
  - B On-site utility systems.
  - B Fire protection systems.
  - B Drainage systems.
  - B Paving/site improvements.
  - B Site lighting/ electrical/ data improvements.
- 10. Interior planning services based on functional relationships, consideration of materials, systems and equipment and development of conceptual design solutions to establish furniture and equipment locations, etc.

- B Furniture, furnishings and loose equipment layouts for new construction and renovated spaces.
  - A Furniture, furnishings and loose equipment layouts for existing non-renovated spaces.
11. Materials Specifications consisting of:
    - B Identification of potential architectural materials systems and equipment.
    - B Coordination of similar work by other disciplines.
  12. Statement of Estimated Construction Cost services consisting of development of an estimated construction cost range for each Project based on the most recent schematic design studies.
    - B Assistance to Construction Manager in preparation and concurrence with various elements of Construction Cost.
    - B Establishment of project Contingency Fund.
  13. Presentations services consisting of presentations of Schematic Design Documents by the Architect/Engineer to the following Owner representatives.
    - B Board/Administration/Staff.
    - B Citizen committee(s).

E. DESIGN DEVELOPMENT PHASE. In the Design Development Phase, the Architect will provide the following services necessary to prepare, from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, civil, mechanical and electrical systems, materials, equipment and such other elements as may be appropriate for the approval by the Owner.

1. Project Administration services consisting of design development administrative functions including:
  - B Consultation.
  - B Conferences.
  - B Communications and progress reports.
  - B Travel time.
2. Disciplines Coordination/Document Checking services consisting of design development activities for:
  - B Coordination between the architectural/engineering work and the work of other involved disciplines of the Project.
  - B Review and checking of documents prepared for the Project.
3. Agency Consulting/Review/Approval services consisting of design development activities including:
  - B Agency consultations.
  - B Research and/or review of critical applicable regulations.
  - B Assistance in the preparation of written and graphic explanatory materials.
  - B Appearances on Owner's behalf at agency and owner meetings.
4. Owner supplied Data Coordination services consisting of design development activities including:
  - B Review and coordination of data furnished for the Project as a responsibility of the Owner.
  - B Assistance in obtaining data.
5. Architectural Design services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
  - B Plans, sections and elevations.
  - B Three dimensional sketches.
  - B Typical construction details.
  - A Physical study model(s).
  - B Materials selection
  - B Equipment layouts
  - B Refinement of commissioning plans.
6. Structural Design services consisting of continued development of structural system(s) and Schematic Design Documents in sufficient detail to establish:
  - B Basic structural system and dimensions.
  - B Structural design criteria.

- B Foundation design criteria.
- B Preliminary sizing of major structural components.
- B Critical coordination clearances.
- 7. Mechanical Design services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications to establish:
  - B Approximate equipment sizes and capacities.
  - B Preliminary equipment, piping and ductwork layouts.
  - B Required space for equipment.
  - B Required chases and clearance.
  - B Refinement of commissioning plans.
- 8. Electrical Design services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications to establish:
  - B Criteria for lighting, electrical and communications systems and preliminary layout for all such systems.
  - B Criteria for data systems and preliminary layout for all such systems for all new construction and collaboration lab spaces.
  - A Criteria for data systems and preliminary layout for all such systems for other renovated spaces.
  - B Approximate sizes and capacities of major components and system components.
  - B Preliminary equipment layouts, electrical distribution and low voltage distribution.
  - B Required space for equipment.
  - B Required chases and clearances.
  - B Refinement of commissioning plans.
- 9. B Civil Design services consisting of continued development and expansion of civil Schematic Design Documents to establish the final scope and preliminary details for on-site civil engineering work.
- 10. Materials Specifications services consisting of activities by architectural personnel in:
  - B Review and coordination with Construction Manager's proposed General and Supplementary Conditions of the Contract for Construction.
  - B Development of outline Specifications and brief form identification of significant architectural materials, systems and equipment.
  - B Coordination of similar activities of other disciplines.
  - B Production of design manual including design criteria and outline Specifications or materials list.
  - B Assistance to the Owner in the selection and preparation of a Color and Material Finish Schedule for the Project.
- 11. Statement of Estimated Construction Cost services consisting of updating and refining the Schematic Design Phase Statement of Construction Cost of the Project.
  - B Assistance to Construction Manager in preparation and concurrence with various elements of Construction Cost.
  - B Establishment of project Contingency Fund.
- 12. Presentations services consisting of presentations of Design Development Drawings and other documents by the Architect/Engineer to the following owner representatives:
  - B Boards/Administration/Staff.
  - B Citizen committee(s).

F. CONSTRUCTION DOCUMENTS PHASE. In the Construction Documents Phase, the Architect will provide the following services necessary to prepare from the approved Design Development Documents, for approval by the owner, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project, and bidding and contracting for the construction of the Project.

- 1. Project Administration services consisting of construction documents administrative functions including:
  - B Consultation.
  - B Conferences.
  - B Communications and progress reports.

- B Travel time.
- 2. Disciplines Coordination/Document Checking services consisting of construction documents activities for:
  - B Coordination between the architectural/engineering work and the work of Consultants and other involved disciplines for the Project.
  - B Review and checking of documents prepared for the Project.
- 3. Agency Consulting/Review/Approval services relating to applicable laws, statutes, regulations and codes of regulating entities and consisting of Construction Documents Phase activities for:
  - B Coordination with Owner's asbestos /hazardous material abatement Consultant.
  - B Agency and utility consultations.
  - B Research of applicable regulations.
  - B Application for and acquisition of all agency and utility approvals.
  - B Appearances on Owner's behalf at agency and Owner meetings.
- 4. Owner supplied Data Coordination services consisting of activities relating to the construction documents including:
  - B Review and coordination of data furnished for the Project as a responsibility of the Owner.
  - B Assistance in establishing criteria.
  - B Assistance in obtaining data.
- 5. B Architectural/Engineering design services consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- 6. B Structural Design services consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.
- 7. B Mechanical Design services consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.
- 8. B Electrical Design services consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
- 9. B Civil and Landscape Design services consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.
- 10. Materials Specifications consisting of activities of architectural personnel in:
  - B Development and preparation of architectural Specifications describing materials, system and equipment, workmanship, quality and performance criteria required for the construction of the Project.
  - B Preparation of commissioning requirements and coordination with the drawings and specifications.
  - B Coordination of the development of Specifications by other disciplines
  - B Assist the Owner and Construction Manager in development and preparation of Bidding Documents which describe the time, place and conditions of bidding, bidding forms, and the form (s) of Agreement between the Owner and Contractor(s).
  - B Assistance to the Owner and Construction Manager in development and preparation of the Conditions of the Contract (General, Supplementary, and other Condition(s).
  - B Compilation of Project Manual including coordination of Conditions of the Contract, as well as complete development of Bidding Documents and Specifications.
- 11. Special Bidding Documents/Scheduling services consisting of:
  - B Preparation and coordination of Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work.
  - B Preparation and coordination of Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
  - B Preparation and coordination of Drawings, Specifications, and Bidding Documents for multiple prime contracts for subdivisions of the Work.
  - B Review and update of established schedules for the Project.

- B Review and response to questions and constructability comments from the Owner and Construction Manager before issuing final bid construction documents for the Project. For items the Architect agrees are appropriate in further clarifying or explaining the design intent, incorporate responses to questions and constructability comments or recommendations.

These services are to be utilized at the discretion of the Architect for benefit of the Owner or at the Owner's reasonable request, and do not represent services provided by a Construction Manager.

12. Statement of Estimated Construction Cost services consisting of advising the Owner of any adjustments to, and, when the Construction Documents are approximately 90% complete, updating the Design Development Phase Statement of Construction Cost of the Project.
  - B Assistance to Construction Manager in preparation and concurrence with various elements of Construction Cost.
  - B Establishment of project Contingency Fund.
13. Presentations services consisting of Construction Documents and other graphic displays by the Architect/Engineer to the following:
  - B Boards/Administration/Staff
  - B Citizen committee(s)

G. BIDDING OR NEGOTIATION PHASE. In the Bidding or Negotiation Phase the Architect will provide the following basic services necessary to assist the owner in obtaining competitive bids and in awarding and preparing contracts for construction based on the Owner's approval of the final Construction Documents and most recent Statement of Estimated Construction Costs.

1. Project Administration services consisting of bidding or negotiation administrative functions including:
  - B Consultation.
  - B Conferences.
  - B Communications and progress reports.
  - B Travel time.
2. Bidding Materials services consisting of organizing and handling Bidding Documents for:
  - B Coordination.
  - X Reproduction.
  - X Distribution and distribution records.
  - B Providing reproducible Drawings and Technical Specifications in agreed electronic format to the Construction Manager for use during Bidding Phase.
3. B Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
4. Bidding/Negotiations services consisting of:
  - B Assistance to Owner in establishing list of Bidders.
  - B Assistance to Owner in preparation/release of Advertisement for Bids.
  - B Participation in pre-bid conferences.
  - B Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
  - B Attendance at bid opening(s).
  - B Documentation and distribution of bidding results to owner.
5. B Analysis of Alternates/Substitutions services consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.
6. Bid Evaluation services consisting of:
  - B Assistance in receipt of Bids or proposals.
  - B Participation in reviews of Bids or proposals.
  - B Evaluation of Bids or proposals and report to Owner of findings.

- B Participation in negotiations prior to or following decisions on award of the Contract (s) for construction.
7. Construction Contract Agreements services consisting of:
- B Assistance in the notification of Contract award(s).
  - B Assistance in preparation of construction contract Agreement forms for approval by Owner.
  - X Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).
  - X Receipt, distribution and processing, for Owner's approval of required certificates of insurance, bonds and similar documents.
  - X Preparation and distribution of Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE. In the Construction Contract Administration Phase, the Architect will provide the following basic services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction and on-site project representation to observe the construction process on behalf of the Owner.

1. Project Administration services consisting of construction contract administrative functions including:
- B Consultation.
  - B Conferences.
  - B Communications and progress reports.
  - B Travel time.
  - B Coordination of multiple-prime construction contracts.
- B Participation in commissioning meetings, inspections and testing.2. Office Construction Administration services consisting of:
- B Processing of submittals, including receipt, review of and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents. Submittals shall be reviewed and responded to within 2 weeks of receipt within Construction Manager's electronic file management systems. Exceptions to this turn-around time to be discussed clearly before issuance and consensus reached by the Owner and Construction Manager, and stipulated in technical specifications to be made clear to bidders. Access to Construction Manager's file management systems shall be at no cost to Architect.
  - B Distribution of submittals to Owner, Contractor and/or Architect/Engineer's representative as required.
  - X Maintenance of master file of submittals.
  - B Related communications.
3. The provision of Periodic or Continuous Project Representation in the field shall be as determined by the Owner and the terms and conditions of the Agreement between Owner and Architect for each specific project.
- A Continuous Project Representatives) (Checking of this service will require negotiation of the parties relative to paragraphs 2.6.5, 3.2 and Article 11 - Compensation).
  - B Periodic Project Representative(s)(see Paragraph 2.6.5).
4. Coordination services relating to independent inspection and testing agencies, consisting of Administration of field testing required by the Contract Documents.
- X Administration of field testing required by the Contract Documents.
  - X Arranging for and coordination of testing and inspection on Owner's behalf.
  - B Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.
5. Supplemental Documents services consisting of:
- B Preparation and distribution of supplemental Drawings, Specifications and interpretations in response to requests for information by Contractor(s) or the Owner and as required by construction conditions of the work.
  - B Forwarding Owner's instructions and providing guidance to the Contractor(s) on the owner's behalf relative to changed requirements and schedule revisions.

6. Quotation Requests/Change Orders services consisting of:
  - B Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
  - B Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
  - B Review and recommendations relative to changes in time for Substantial Completion.
  - B Assist Construction Manager in negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.
  - B Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
  - B Coordination with Construction Manager of communications, approvals, notifications and record-keeping relative to changes in the Work.
7. B Project Schedule Monitoring services consisting of monitoring the progress of the Contractor(s) relative to established schedules and making status reports to Owner.
8. Construction Cost Accounting services consisting of:
  - X Maintenance of records of payments on account of the Construction Contract Sum(s) . and all changes thereto.
  - B Evaluation of Applications for Payment.
  - B Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.
9. Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
  - B A field visit with the Owner's representative to check conformity of the Work to the Contract Documents to the list submitted by the Contractor(s) of items to be completed or corrected for each project.
  - B Issuance of Certificate(s) of Substantial Completion.
  - B Recommendations of the amount(s) to be withheld until final completion.
  - X Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
  - B Field inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance.
  - B Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any.
  - B Field inspection(s) with the Owner's representative to verify final completion of the Work.
  - B Review and approve receipt and transmittal to the Owner of the guarantees, warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the owner against liens.
  - B Issuance of final Certificate(s) for Payment.

I. POST CONSTRUCTION PHASE. In the Post Construction Phase, the Architect will provide the following services necessary to assist the owner in the use and occupancy of the facility on a Project-by-Project basis.

1. Project Administration services consisting of post construction administrative functions including:
  - B Consultation
  - B Conferences
  - B Communications and progress reports.
  - B Travel time.
2. Maintenance and Operational Programming services consisting of:
  - A Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment.
  - A Assistance in arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturer's representatives. Attendance at such meetings coordinated by others and scheduled in advance, is included as a Basic service.
  - A Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.
3. Start-Up Assistance services consisting of:

- B On-site observation and assistance in the execution of the commissioning plan for building systems during construction and prior to initial occupancy when so requested to attend by Commissioning Agent and/ or Construction Manager.
  - B On-site observation and assistance in the operation of building systems during initial occupancy.
  - B Assistance and coordination of remedial work by the Contractor(s) after final completion.
4. Record Drawings services consisting of:
- X Making arrangements for obtaining from Contractor(s) information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
  - B Review this information and advise the Owner that the “as-built” information submitted by the Contractors is appropriately complete and that “as-built” changes identified on the Contractors’ submitted record documents are materially compliant with the design intent of the Architect. Assemble all of the information received from the Contractors into a single complete set of Contractor certified and Architect reviewed “as-built” documents.
  - B Scan a complete set of Contractor certified and Architect reviewed “as-built” documents and transmit the document to the Owner electronically (in an agreed file type and format), on archival grade DVD ROM(s) (or other agreed media) and the assembled paper Contractor certified and Architect reviewed “as-built” documents.
  - B In addition to scanning the documents as described above, transfer all of the “as-built” information into the Architect’s native CAD files as required to provide a completely integrated CAD document set to the Owner to allow and transmit that information with limited license (agreed by the Architect and Owner in writing) to the Owner electronically (CAD and PDF or other agreed file type and format), on archival grade DVD ROM(s) (or other agreed media) and the assembled paper Contractor certified and Architect reviewed “as-built” documents.
  - B Transmittal of Contractor information record drawings to the Owner.
5. Post Construction Evaluation services consisting of an on-site visit to the project nine months after completion of construction for:
- B Warranty items in defect.
  - B Defective work and/or materials under contract requirements.
  - B Incomplete work by the Contractor under contract requirements.
  - B Report to Contractor of the defective Work and/or material to be corrected.

J. SUPPLEMENTAL SERVICES. In addition to the Basic Services provided by the Architect, the following Supplemental Services are provided and/or arranged by the Architect as required when requested and approved by the Owner. If shown as Basic Services (B), they are to be provided as part of Basic Services.

These Supplemental Services may be provided during a single phase of the Basic Services or during several phases of the project as directed by the Owner.

- 1. Special Studies services consisting of investigation, research and analysis of the Owner’s special requirements for the Project and documentation of findings, conclusions and recommendations for:
  - A Master planning to provide design services relative to future facilities, systems and equipment not intended to be constructed as part of this Project.
  - A Feasibility studies consisting of investigation, research, studies, analysis and final reporting on proposed Projects or other purposes.
- 2. Model Construction services consisting of preparation of:
  - X Large scale block model(s) of structure(s) designed for the Project.
  - X Large scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design.
- 3. Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:
  - A A given planning and design solution for the Project.
  - A Alternative planning and design solutions for the Project.
  - A Selected systems, subsystems or building components proposed for the Project.

4. Renderings services related to providing graphic pictorial representations of the proposed Project consisting of:
  - B Black and white elevation view(s).
  - B Black and white perspective view(s).
  - B Elevation view(s) in color.
  - B Perspective view(s) in color.
5. Specialized Promotions/Public Relations services relating to presentations to the public or identified groups consisting of:
  - B Preparation of special brochures and/or promotional pieces.
  - B Assistance in production and distribution of promotional materials.
  - B Presentations at public relations and/or promotional meetings.
6. Special Disciplines Consultation services consisting of retaining, directing and coordinating the work of special disciplines Consultants whose specialized training, experience or knowledge relative to specific elements and features of the Project are requested and approved by the Owner.
  - B Acoustics.
  - B Audio-Visual, as part of the communications and/or educational technology systems design.
  - B Communications – coordinate with technology consultant.
  - B Educational Technology System Design – coordinate with technology consultant.
  - B Food Service.
  - B Landscape Architecture.
  - A Surveys - Land and Topographical.
  - A Soils/Foundations.
  - B Traffic/Parking (allowance).
7. B Value Analysis services consisting of the review during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the Owner.
8. A Quantity Survey services consisting of a detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations.
9. Energy Study services consisting of special analyses of mechanical systems, fuel costs, and energy conservation options for the Owner's consideration.
  - B Construction Phase
  - A Post-Construction Phase
10. Special furniture or furnishings design services related to Architect-designed special furniture, furnishings and/or equipment incorporated into the Project and consisting of:
  - B Design and documentation.
  - B Specifications or standards.
  - B Management of procurement.
  - B Coordination of installation.
  - B Purchase on the Owner's behalf.
11. Serving as witness for the Owner in a public hearing, arbitration proceeding, administrative law proceeding, or legal proceeding.
  - B During Project phases
  - A Post-Construction phase

**EXHIBIT F - TO AGREEMENT BETWEEN OWNER AND ARCHITECT  
RESPONSIBILITY MATRIX**

**PROJECT TEAM:**

OWNER: **DEXTER COMMUNITY SCHOOLS**

ARCHITECT: **TMP ARCHITECTURE, INC.**

CONSTRUCTION MANAGER: **GRANGER CONSTRUCTION COMPANY**

**INTRODUCTION:**

The following matrix lists functional tasks assigned to the members of the Dexter Community Schools Project Team. Tasks are listed by category and general sequence. Some tasks are clarified by endnotes.

**RESPONSIBILITY MATRIX**

	<b>Owner</b>	<b>A/E</b>	<b>CM</b>	<b>Endnote</b>
<b>TEAM SELECTION</b>	1	0	2	
Initiate Project	1	0	0	
Owner Selects CM	1	0	2	
Owner Selects AE	1	1	1	
Establish Team Responsibilities	1	1	1	
Establish Fees	1	1	1	
Execute Contractual Agreements	1	1	1*	
Establish Communication Procedures				
<b>BOND CAMPAIGN</b>				
Develop Owner's Program	1*	0	1	
Establish Owner's Budget	1	0	1	(1)
Establish Budget Guidelines and Controls	1	0	1*	
Analyze Program vs. Budget	1	0	1*	
Develop Hazardous Material Program	1	0	2	
Establish Site Requirements	1	0	2	
Conduct Site Evaluation	0	0	2	
Conduct Utilities Evaluation	0	0	2	
Develop Preliminary Project Master Schedule	1	0	1*	
Establish Preliminary Occupancy Schedule	1	0	1	(2)
Develop Preliminary Cash Flow Schedule	0	0	1	
Study Financial Feasibility	1	0	2	
Conduct Financing Studies	1	0	1	
Submit Necessary State or Federal Fund Applications	1	0	2	
<b>Board's Review &amp; Approval of Bond Application</b>	1	0	2	
Obtain State Approval of Bond Application	1	0	1*	
Fund Raising Promotion, Bond Campaign	1	2	2	
Obtain Financing & Invest Funds	1	0	2	
<b>SCOPE VALIDATION &amp; SCHEMATIC DESIGN</b>				
Study Spatial Relationships	2	1	2	
Prepare Functional and Flow Diagrams (N/A)	0	1	0	
Recommend Basic Materials & Systems	2	1	2	
Coordinate with Governmental Agencies and Utility companies	2	1*	1	(3)
Update Project Master Schedule	1	1	1*	
Update Occupancy Schedule	1	2	1	
Prepare Detailed Design Schedule	2	1*	1	(4)
Complete Scope Validation Design Packages (schematic design.)	0	1	0	
Develop Schematic Estimate	0	2	1	

	Owner	A/E	CM	Endno
Analyze Estimate (Program/Budget/Estimate)	2	1	1*	
Refine Program (Relating to Bond Scope/Budget/Estimate)	1	1*	1	
Scope Validation Report	0	1*	1	
Retain Special Consultants	1	1	2	
<b>Board's Review and Approval of Schematic Design &amp; Estimate</b>	1	2	2	
(Schematic Phase may be combined with Design Development Phase with Owner approval)				
<b>DESIGN DEVELOPMENT</b>				
Review, evaluate and integrate Survey & Soils Testing data/ recommendations	0	1	2	(5)
Prepare Site Plan	0	1	0	
Evaluate Architectural Component & System Alternates	0	1	2	
Evaluate Structural Systems	0	1	2	
Evaluate Mechanical, Electrical & Data Systems	0	1	2	
Prepare Outline Specifications	0	1	2	
Prepare Commissioning Scope to engage Commissioning Agent (CxA)	0	1	2	
Coordinate Cx Plan with design	0	1	2	
Initiate Preliminary Utility Co. Review	2	1	2	
Complete Design Development Documents	0	1	0	
Prepare Design Development Estimate	0	2	1	
Analyze Estimate (Program/Budget/Estimate)	2	1	1*	
Conduct Value Engineering Analysis	0	1	1	(6)
Finalize Selection of Components & Systems	1	1*	2	
Design Development Report	0	1*	1	
<b>Board's Review &amp; Approval of Design Documents &amp; Estimate</b>	1	2	2	
Obtain Fed./State/Local Bldg. & Health Agency Approvals as necessary	2	1	2	(7)
Obtain State Agency Approval	2	1	2	(7)
Obtain Dept. of Natural Resources Approval if Necessary	2	1	2	(7)
Prepare Local Planning or Zoning Board Approvals if Necessary	2	1	2	(7)
Update Master Schedule	1	1	1*	
Prepare Preliminary Construction Schedule	2	2	1	
Identify Long-Lead Purchase Items	0	2	1	
Prepare Long-Lead Purchase & Phased Construction Documents	0	1	2	
Bid and Purchase Long-Lead Items	2	2	1	
Evaluate Labor & Trade Contractor Market	0	0	1	
Establish General Conditions	2	2	1	
Update Cash Flow Schedule	0	0	1	
Establish Reporting & Accounting Procedures	2	2	1	
<b>CONSTRUCTION DOCUMENTS</b>				
Prepare Construction Plans & Technical Specifications	0	1	0	
Implement Phased Construction, if Applicable	2	2	1	
Review Construction Plans & Technical Specifications	2	1*	1	(8)
Final Government Agency Review Approval	2	1	2	
Final Insurance Requirements Review	1*	2	1	
Finalize Owner Occupancy Schedule	1	2	1*	
Coordinate Commissioning Plan with final specifications	2	1	2	
Prepare Project Manual	0	2	1	(9)
Establish Contract Conditions	2	2	1	(10)
Determine Bid Divisions of Work	0	2	1	
Update Construction Schedule	2	2	1	
Prepare Trade Contractor Bid Lists	2	2	1	
Review Trade Contractor Bid Lists	1	1	1*	
Update Cash Flow Schedule	2	0	1	
Construction Document Report	0	1*	1	
<b>Board's Approval of Construction Documents &amp; Schedule</b>	1	2	1	

	Owner	A/E	CM	Endno
<b>BIDDING AND AWARDING</b>				
Advertise for Trade Contractor Bids	2	0	1	
Place Legal Ads for Bidding and post on DMB website	1*	2	1	
Distribute Bidding Documents	0	0	1	
Obtain Builders Risk Insurance	1*	0	1	(11)
Conduct Trade Contractor Pre-Bid Conference	0	2	1	(12)
Prepare & Distribute Addenda	0	1	1*	
Receive & Tabulate Trade Contractors' Bids	2	2	1	(13)
Evaluate Bids for Specification Compliance	0	1	1*	
Evaluate Bids and Make Award Recommendations	2	1	1*	
Conduct Pre-Award Conferences	2	1	1*	
Evaluate Cost of Project as Bid	2	2	1	
Update Construction & Master Schedule	0	0	1	
<b>Board's Review &amp; Approval of Trade Contracts</b>	1*	2	1	
Issue Notice to Proceed	1	0	1*	
Develop Detailed Construction Schedule	0	0	1	
Set Disbursement Schedules	0	0	1	
Issue Trade Contracts	1	0	1*	
<b>CONSTRUCTION</b>				
Mobilization for Construction	0	0	1	
Verify & Monitor Insurance & Bond Requirements	2	2	1	
Provide Full Time Field Coordination & Reporting	0	0	1	
Establish Beneficial Occupancy Schedule	2	2	1	
Review/inspect & Monitor Trade Contractors' Work	0	2	1	
Review/inspect for Conformance to Design	0	1	2	
Interpret Plans & Specifications	0	1	2	
Evaluate Progress & Update Construction Schedule	0	2	1	
Process Shop Drawings & Sample Control	0	2	1	
Check & Approve Shop Drawings & Samples	0	1	2	
Approve Trade Contractor Progress Payments	1	1	1*	(14)
Disperse Payments to Contractors	2	0	1	
Provide Project Cost Controls	0	0	1	
Conduct Job Meetings	0	2	1	
Prepare & Process Proposal Requests & Const. Change Directives	0	1	2	(15)
Prepare & Process Change Documents	0	1	1*	
Review & Approve Change Documents	1*	2	1	(16)
Administer Safety Program	0	0	1	
Administer Quality Control Program	0	2	1	(17)
Maintain Electronic Record Drawings	0	2	1	
Coordinate Owner Occupancy Schedule	1	2	1	
Participate in Commissioning Meetings	2	1	1*	
<b>CLOSE OUT &amp; OCCUPANCY</b>				
Prepare Punch List	0	1	1*	
Coordinate Completion of Punch List	0	2	1	
Certify Substantial Completion	2	1	2	
Obtain Final Approval from Agencies with Jurisdiction	0	1	2	
Conduct Demonstration on Systems & Equipment	1	1	1	(18)
Start-Up & Recommended Maintenance	1	2	1	
Submit/Review Operation Manuals & Warranties	0	1	1*	
Inspect for Final Compliance with Documents	2	1	2	
Perform Final Accounting	0	0	1	
Determine Final Payments	1	1	1*	
Coordinate Work under Guarantee	0	2	1	
Provide Continuing Consultation in Post Occupancy	0	1	1	
<b>Owner's Acceptance</b>	1	0	0	

## **RESPONSIBILITY MATRIX ENDNOTES**

- (1) The Owner establishes limits of expenditures; the construction manager develops breakdowns of total cost.
- (2) The Owner sets the desired occupancy based on the construction duration anticipated by the construction manager.
- (3) Following consultation with the Owner, the architect/engineer coordinates governmental agency and utility company plan reviews as required and assisted by the construction manager during design. Roles will be reversed during construction.
- (4) The architect/engineer set their production schedules based on the overall project milestones established by the construction manager. Architect/engineer is responsible to meet the design schedule.
- (5) The architect/engineer defines the necessary surveys and soil tests to properly execute his work, which is contracted and paid for by the Owner to the survey and testing agency.
- (6) The construction manager recommends cost effective alternate systems for analysis by the architect/engineer with joint concurrence in recommending systems to the Owner for approval.
- (7) The architect/engineer will submit all required drawings, specifications, transmittals, applications and fees to the appropriate governing agencies after approval from the Owner. Owner to reimburse fees to architect/engineer.
- (8) The Owner reviews plans and specifications for program requirements, construction manager reviews for cost and duration control.
- (9) Construction manager to prepare description of work for each trade and equipment contractor in accordance with the architect/engineer's specifications.
- (10) Construction manager to initiate trade contract conditions to be reviewed and approved by the Owner.
- (11) Builders Risk Insurance obtained by Owner or Construction Manager if so directed by Owner.
- (12) Chaired by construction manager with architect/engineer in attendance for questions and drafting of addenda.
- (13) Owner receives bids, assisted by the construction manager at a public bid opening, with architect/engineer in attendance.
- (14) Construction manager prepares payment application, and along with architect/engineer approves certification for payment to trade contractors at joint meeting and submits summary to Owner for approval of payment.
- (15) Architect/engineer prepares proposal requests and construction change directives by trade or equipment contractors and submits to construction manager for distribution.
- (16) Architect/engineer and construction manager approve pricing, and Owner approves expenditure.
- (17) Architect/engineer establishes quality control plan in technical specifications and construction manager implements the plan.
- (18) Contractors to conduct demonstration to Owner with architect/engineer and construction manager in attendance.



## Dexter Community Schools Nice Job Notes NOVEMBER 2017

Vicki Allie	Jen Drenner	Dave Kozakiewicz	Lori Schmidt (2)
Joel Anderson	Jaime Dudash	Megan LaBarre	Ryan Schoch
Emily Arbour (2)	Lisa Dunn	Nate Lamb	Lynnette
Laura Armbruster	Krista Early (2)	Jess Leonard	Schwartzenger
Emily Arnold	Deb Eber	Ryan Maki	Katie See
Juanita Bailey	Nik Eberly	Darlene Manross	Debbi Seelinger
Elaine Barbieri	Erica Ehinger	Deb Marsh	Kristi Shaffer
Jim Barnes	Val Eninsche	Jennifer Mattison	Mollie Sharrar
Scott Bartz	Deb Featherly (2)	Aidan McConnell	Janine Shoner
Gina Benson	Beth Fowler	Janet Mead (2)	Tracie Sikora
Liz Berghorst	Rob Grams	Andy Mellifont	Mary Jo Sinelli (2)
Lynze Bergmann	Natalie Hanlon	Lisa Melvin (2)	David Sinopoli
Morris Boyd	Charlotte Hawley	Laura Misevich	Vicki Sipple
Kate Boynton (2)	Alex Heidtke	Olivia Moeller	Ryan Spencer
Carol Bradshaw	Abby Herman	Brian Morey	Paula Staebler
Jill Breitag	Lisa Himle	Rick Munir (2)	Brenda Stanton
Beth Brooks	Alice Hinterman	Jennifer Naughton	Wendy Steadman
Eleanor Budd	Leslie Hite (2)	Theresa Nelligan	Jennifer Steele
Brad Buelow	Don Holiday	Jesse Nelson	Patti Steinbrecher (2)
Kirsten Butler	Sharon Holmes	Julie Nichols	Gabrielle Stewart
Michael Butler	Bill Ivan	Anmarie Nowak	Hannah Stewart
Monica Butvilas	Phil Jacobs	Samantha Oliver	Neil Stinebaugh
Barbara Cansfield	Jennifer Johnson	Linda Paciorka	Carmen Stinebaugh
Amanda Carlock	Lisa Jones	Kim Pardo	Patrick Stolkey
Patti Casavant	Annette Jones	Natalie Park	Kathy Suttona
Cassiana Castilho-Lima	Jon Keith	Brett Pedersen	Alan Szuma
Cortni Chambers	Susan Kemble	Renee Petik	Leah Tatara
Evan Chapell	Ashley Kerns	Caleb Polacek	Chris Timmis
Janine Comella (2)	Brodie Killian	Jennifer Porcarro	Amanda VanDusen
Jill Covington	Beau Kimmey	Jim Pratl	Maria Vazquez-Brieva
Becky Cudini	Maureen Kline	Nancy Regan	Brenda Voutyras
Jeff Dagg	Anthony Koch (2)	Amy Sadler	Chris Whittaker
Andy Damman	Roxanne Kohler (2)	Debbie Sakowski	Carla Wilson
B & G Department	Kirsten Korff	Maggie Scheurer	Rachel Wilson

**NOVEMBER TOTAL = 149**

**RUNNING TOTAL = 35407**