

## **Request for Proposal**

### **LAKELAND SCHOOL CORPORATION**

The purpose of this Request for Proposal (RFP) is to invite qualified Construction Manager as Constructor (CMc) firms to submit proposals for providing comprehensive construction management services to Lakeland Schools. The selected firm will be responsible for overseeing all phases of the project, from pre-construction planning through project completion, in accordance with the terms described in this solicitation.

**Solicitation For:** CMc Services

**Response Due Date: February 5th, 2026 by 11:00 AM EST**

## **SECTION I: GENERAL INFORMATION AND REQUESTED SERVICES**

### **1.1 INTRODUCTION**

LAKELAND SCHOOL CORPORATION (School) intends to solicit responses to this Request for Proposals (RFP) in accordance with specifications contained in this document. This RFP is being posted to Eastern Engineering website for downloading. A nominal fee will be charged for providing paper copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

### **1.2 DEFINITIONS AND ABBREVIATIONS**

Award Recommendation	School's summary to School board of the proposals and suggestion on offeror selection for purposes of beginning CMC contract negotiations.
Contract Award	The acceptance of the Award Recommendation by School Board
CMC	The offeror who responds to this solicitation by submitting an offer, to whom the award is made under the applicable RFP award standard and who then enters into a CMC contract with School.
Project	The construction, remodeling, rehabilitation, or repair of buildings or other facilities owned by School as described in this RFP.
Offer or Proposal	A response submitted by an offeror to this RFP.
Offeror or Respondent	An offeror as defined in Ind. Code § 5-32-2-12. School will not consider a proposal responsive if two or more offerors submit a joint or combined

proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for performance of the contract.

Services	(1) Preconstruction phase services, including advice during the preconstruction phase of the project as described in this RFP. (2) Consultation, collaboration, project construction management, and other services as described in this RFP, regarding the construction during and after the design and construction phases. However, the CMc may not procure the project professional architectural and engineering design services. School must directly contract for the services of the architect and engineer of record. (3) Development of a construction schedule, estimated cost of construction, and analysis of qualifications of first tier subcontractors. (4) Subject to the CMc contract, a guarantee of: (A) the cost of the project; and (B) the project schedule.
Total Bid Amount	The amount that the Respondent proposes that represents their total, all - inclusive price.

### 1.3 AWARDS UNDER THE RFP

It is the intent the award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to School, taking into consideration price and the other evaluation factors set forth in the request for proposal.

### 1.4 SUMMARY SCOPE OF SERVICES

School seeks to Respondent to outline how it would offer Services based upon the following Project parameters:

Location	Property Info
Lakeland Jr/ Sr. High School and Lakeland Primary School	Primary: 1 Lemaster Cir, Lagrange, IN 46761 Jr./Senior HS: 0805 E 075 N, Lagrange, IN 46761

- a. Review: School shall be entitled to final review and approval of all Services prior to payment. School and CMC will adhere to mutually agreed upon timelines for reviews (including review by departments), approval and dates, with Services to be supplied according to the schedule outlined in the CMC contract.
- b. Financial Breakdown requirements are present in Exhibit A, sample contract is attached as Exhibit B, and Preliminary plans and building scope objectives are attached as Exhibit C. Mechanical and Electrical Narratives for the Jr/Sr. Highschool and the Primary School were

added. The presentation from the Pre-Bid Walkthrough with the plans and existing photos are included as Exhibit D.

- c. When School makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the arrangement, the contract may be canceled.

## 1.5 RFP OUTLINE

Section	Description
General Information and Requested Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the services being solicited by School via this RFP
Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Proposal Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate Respondents' proposals

## 1.6 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the date, time and location specified in the Summary of Milestones. At this conference, potential, interested Respondents may ask questions about the RFP and RFP process. Respondents are reminded no answers issued verbally at any time are binding on School and any information provided at the conference, unless it is later issued in writing, also is not binding on School.

## 1.7 QUESTION/INQUIRY PROCESS

Questions/Inquiries may be submitted via email to [jdweimer@lakelandlakers.net](mailto:jdweimer@lakelandlakers.net) and [kkeaffaber@krmarchitecture.com](mailto:kkeaffaber@krmarchitecture.com) and must be received by the deadline indicated.

The subject line of the email submissions must clearly state the following:

CMC Contract Proposal – [INSERT COMPANY NAME]

School will compile a list of any questions/inquiries submitted by Respondents. No Respondent shall rely upon, take any action, or make any decision based upon verbal communications with any School employee.

**Other than the designated person shown in this RFP, inquiries and/or communications are not to be directed to any board member, employee, contractor associated or affiliated with School.** Such action will most likely disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on School website. If such addenda is necessary, School may extend the due date and time of proposals to accommodate such additional information requirements.

#### 1.8 DUE DATE FOR PROPOSALS

Each Respondent submit three (3) complete hard copies of the proposal and one (1) digital copy, including the Transmittal Letter and other related documentation as required in this RFP. All proposals must be sent (or hand delivered) and received along with electronic copy via USB Flash Drive before the deadline in the Summary of Milestones section to:

**Mr. Jerod Weimer, LAKELAND SCHOOL CORPORATION, 0825 E 075 N,  
LaGrange, IN 46761**

Regardless of delivery method, all proposals must be **sealed** and identified with the RFP information. School will not accept any incomplete proposals. Any proposal received by School after the deadline will not be considered even if postmarked before the deadline.

School accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

#### 1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made consistent with the submittal of the original response, acceptable to School and clearly identified as a modification. Only Respondent's authorized representative may modify or withdraw its proposal and prior to the deadline.

#### 1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 60 days from the proposal due date.

#### 1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

School reserves the right to request clarifications on proposals submitted to School. School also reserves the right to conduct discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal



revision, etc. Additionally and in conducting discussions, School may use information derived from proposals submitted by competing Respondents if the identity of the Respondent providing the information is not disclosed to others. School will provide equivalent information to all Respondents which have been chosen for discussions. Discussions, along with negotiations with responsible Respondents may be conducted for any appropriate purpose.

#### 1.12 BEST AND FINAL OFFER

School may request best and final offers from those Respondents determined by School to be reasonably viable for contract award. However, School reserves the right to award a contract on the basis of initial proposals received. Following evaluation of the best and final offers, School may select for final contract negotiations that are most advantageous to School, considering cost and the evaluation criteria in this RFP.

#### 1.13 SITE VISITS

School may request a site visit to a Respondent's offices and facilities to aid in the evaluation of the Respondent's proposal.

#### 1.14 TYPE AND TERM OF CONTRACT

School intends to sign a contract with one or more Respondents to fulfill the requirements in this RFP. The term of the contract shall be for a period based upon estimated Project completion time frames. There may be renewals at School's option.

#### 1.15 CONFIDENTIAL INFORMATION

Respondents are advised materials contained in proposals are subject to the Indiana Access to Public Records Act (APRA), and after the contract award, the entire RFP file may be viewed and copied by the public.

#### 1.16 TAXES

Proposals should not include any tax from which School is exempt.

#### 1.17 IDOA REGISTRATION

Offerors are required to be pre-qualified with the Public Works Certification Board and must complete the requirements outlined at <https://www.in.gov/idoa/state-property-and-facilities/public-works/certification-board/>

#### 1.18 SECRETARY OF STATE & DEPARTMENT OF REVENUE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Indiana Secretary of State and Department of Revenue. Information concerning registration

with the Secretary of State may be obtained via [www.in.gov/sos](http://www.in.gov/sos) and Department of Revenue at <https://www.in.gov/dor/business-tax/>

#### 1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation neither Respondent nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments or reports to the State of Indiana. Submission of a proposal is a warranty by the Respondent that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any governmental entity within the United States. Respondents also by submitting a proposal represents neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into a contract with School by any federal agency or by any department, agency or political subdivision within the United States.

#### 1.20 SUMMARY OF MILESTONES

Due to the unpredictable nature of the evaluation period, the estimated dates below are subject to change.

##### Estimated RFP Dates

Activity	Date
Publication of RFP	January 21 <sup>st</sup> & 28 <sup>th</sup>
Pre-Proposal Conference	January 22 – 11 am – Admin Building
Deadline to Submit Written Questions	January 30 by 5:00 eastern
Response to Written Questions/RFP Amendments	February 2nd by 5:00 eastern
Submission of Proposals	Feb 5 <sup>th</sup> 2026 by 11:00 AM EST
<b>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</b>	
Proposal Evaluation	Beginning Feb 5th
Proposal Discussions/Clarifications (if necessary)	Beginning Feb 5th
Oral Presentations (if necessary)	Monday 9 <sup>th</sup> or Tuesday 10th
Best and Final Offers (if necessary)	TBD
RFP Award Recommendation	February 11th, 2026 – Board Mtg

## 1.21 EVIDENCE OF FINANCIAL RESPONSIBILITY

Evidence of financial responsibility will not exceed one percent (1%) of the contract price, when required to guarantee the performance of the selected Respondent prior to a fully executed contract. The evidence of financial responsibility must when required by School remain in effect for the duration of the contract including any renewals. The evidence of financial responsibility must be in the form of an irrevocable letter of credit, certified check, cashier's check, or a bond acquired from a surety company registered with the IN Department of Insurance or other evidence deemed acceptable by School. Notwithstanding any other provisions relating to the beginning of the term, the contract shall not become effective until the evidence of financial responsibility required by the contract is delivered in the correct form and amount to School. The evidence of financial responsibility must be submitted to the following address prior to contract execution:

**Mr. Jerod Weimer, LAKELAND SCHOOL CORPORATION, 0825 E 075 N,  
LaGrange, IN 46761**

## SECTION II: PROPOSAL PREPARATION INSTRUCTIONS

### 2.1 GENERAL

To facilitate the timely evaluation of proposals, the format for proposal submission is as follows:

- Each item requesting information must be addressed in the Respondent's proposal.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc., must be separate standalone electronic files a USB Thumb Drive.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM / USB Thumb Drive.

### 2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following unless identified as "optional."

#### 2.2.1 Agreement with requirements listed in this RFP

The Respondent must explicitly acknowledge understanding of the general information presented in this RFP and agreement with any requirements/conditions listed in this RFP and applicable laws including but not limited to Ind. Code § 5-16-6; 5-16-13; 5-32; and 36-1-12.

#### 2.2.2 Summary of Ability and Desire to Supply the Required Services

#### 2.2.3 Signature of Authorized Representative

#### 2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will receive communications and notifications via e-mail to the addresses supplied by Respondents.

#### 2.2.5 Confidential Information

A Respondent may wish to provide the following information if it wishes to claim information is not subject to public disclosure:

- List of documents, or sections of documents, for which statutory exemption to the APRA is being claimed;
- Specify which statutory exception of APRA applies for each document, or section of the document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.
- Provide a separate redacted (or public viewing) version of the document.

#### 2.2.6 Other Information (Optional)

Any other information the Respondent may wish to briefly summarize relevant to the RFP and Services will be acceptable.

### 2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics unless identified as “optional.”

#### 2.3.1 General

Please provide a company profile, including the firm’s history, and the firm’s history in providing CMc / CMAR services within K-12 Education Market Sector.

#### 2.3.2 Respondent’s Company Structure

The legal entity for Respondent’s organization is accompanied by documentation from Indiana Secretary of State’s office, the types of ventures in which the organization is involved, and a website showing the organization’s hierarchy, resources, and services are to be included in this section.

#### 2.3.3 Company Financial Information

This section must include documents to demonstrate the Respondent’s financial stability. The offeror must submit a letter from their Surety stating that their firm has the financial capacity to bond this project. (This is in lieu of submitting financial statements as the previous version stated).

#### 2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that an officer, director, member, manager, or partner, of the organization, has taken responsibility for the correctness of financial information supplied.

#### 2.3.5 Contract Terms/Clauses

Contract provisions that School expects to mandate with the successful Respondent(s) are included in Exhibit B. Additional contract provisions that each School expects to mandate with the successful Respondent(s) are required under applicable federal and state laws including but not limited to Ind. Code § 5-16-6; § 5-16-13; § 5-32; and § 36-1-12 See <https://iga.in.gov/> to review current version of Ind. Code provisions.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms. If a clause is not acceptable as worded, suggest specific alternative wording to address issues raised by that clause. If you require additional contract terms please include them. School reserves the right to reject any requested changes. No proposed additions to the contract will be accepted that are prejudicial to the interests of IN political subdivisions or fair competition.

#### 2.3.6 References

Please provide three or more references of public-school corporations with whom the offerer has worked.

#### 2.3.7 Registration to do Business

If awarded the contract, the Respondent will be required to be registered and be in good standing with the Indiana governmental entities (e.g. Secretary of State, Department of Revenue, Department of Workforce Development).

#### 2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter must be authorized by the organization to commit the organization contractually.

#### 2.3.9 Subcontractors

Please state whether you intend on pre-qualifying first-tier subcontractors. If yes, please elaborate on your prequalification program and how the owner and the architect are involved in the evaluation of potential subcontracting firms.

- Please provide history of contracting with or hiring minority, women, and veteran business enterprises. (IC 5-32-3-3)
- Please share your experience with good faith efforts related to fulfilling the State's goals for contracting with or hiring minority, women, and Veteran business enterprises. (IC 5-32-3-3)

#### 2.3.10 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility. Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.21.

#### 2.3.11 General Information

Each Respondent must enter general information about its operations including contact information.

#### 2.3.12 Minimum Insurance Requirements (IC 5-32-3-3)

Each Respondent must submit a Certificate of Insurance naming the owner (Lakeland School Corporation) that states the firm is able to carry the following minimum Insurance Policies and Limits:

1. Commercial General Liability with policy limits of not less than \$1,000,000 per each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
2. Umbrella/Excess Liability - \$3,000,000
3. Automobile Liability Insurance covering vehicles owned, and non-owned vehicles used by the Construction Manager with policy limits of not less than \$1,000,000 per each accident.
4. Workers' Compensation insurance, including employer's liability, for all persons whom the Contractor employs (or uses as subcontract labor if the Subcontractor is uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws (State & Federal) in effect from time to time in the

state(s) where the Work is performed and shall include the following. Voluntary compensation, if applicable shall apply.

- The limits for Worker's Compensation Insurance shall meet statutory limits.

The limits for Employer's Liability shall be as follows:

- a. Bodily Injury by Accident \$1,000,000/each accident
- b. Bodily Injury by Disease \$1,000,000/policy limits
- c. Bodily Injury by Disease \$1,000,000/each employee

## 2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into understandable sections with similar heading as listed below.

### 2.4.1 Project Understanding

Please provide a response that demonstrates your firm's understanding of the project, phasing around the academic calendar, safety & security. Describe any key risks or challenges you've identified specific to this project.

### 2.4.2 Project Approach

Please describe your approach to Preconstruction Services, Development and Management of the GMP, Reviews of Constructability, and Value Analysis / Value Engineering. What is your approach to cost modeling and how is this presented at each milestone?

### 2.4.3 Schedule Management

Describe your approach to developing and maintaining the master schedule. Please describe a time when you've had to phase work around school or building occupancy and done that successfully. Please outline any management processes you use that differentiate your firm.

### 2.4.4 Similar Project Experience

Describe your firm's experience on similar projects. Key emphasis on renovation projects that have been phased to work around occupied buildings and/or on multiple buildings.

### 2.4.5 Cost Control and Transparency

Please describe your team's cost estimating processes and how you work with the design team to develop estimates along the projects milestones.

Discuss your team's approach to subcontractor procurement and your use of local subcontractors.

#### 2.4.6 Team & Key Personnel

Please provide an organizational chart of offeror's proposed team for the project. For each member in the chart, please provide a brief resume that highlights skills, credentials, and project experience.

#### 2.4.7 Safety & Quality Control

Please describe your firm's Safety Program and policies that ensure compliance with OSHA and other safety standards. Do you have any specific measures tailored to K-12 projects and the unique safety and security concerns that exist.

### 2.5 COST PROPOSAL

In order for the Cost Proposal to be valid, Respondents must provide proposed annual costs for the Services. Prices must include all labor, materials, supplies, equipment, delivery, shipping, service, and administrative costs.

#### **Cost Proposal Narrative**

The Respondent should provide a brief narrative in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal.

#### **Cost Assumptions, Conditions and Constraints**

The Respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules.

## **SECTION III: PROPOSAL EVALUATION**

### 3.1 PROPOSAL EVALUATION PROCEDURE

School has selected personnel to act as a proposal evaluation team. Subgroups of this team will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in this RFP and allowed under applicable laws. Each offeror's: (1) history of contracting with or hiring minority, women, and veteran business



enterprises; and (2) good faith efforts to fulfill State of Indiana goals for contracting with or hiring minority, women, and veteran business enterprises; will be considered in the evaluation of the offeror's proposal. Proposals will be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. Discussions may be conducted with, and best and final offers obtained from, responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals. In conducting discussions with an offeror, information derived from proposals submitted by competing offerors may be used in discussion only if the identity of the offeror providing the information is not disclosed to others. School will provide equivalent information to all offerors with which School chooses to have discussions.

When School determines it is in the best interests of School: (1) the solicitation may be canceled or (2) offers may be rejected; in whole or in part as specified in this RFP. Notwithstanding any other law, offers may be opened after the time stated in this RFP if both of the following apply: (1) School makes a written determination that it is in the best interest of School to delay the opening and (2) the day, time, and place of the rescheduled opening is announced at the day, time, and place of the originally scheduled opening. The determinations of School are final and conclusive.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2.
- 3.1.3 Based on the results of this evaluation and if School determines to proceed with the Project, School will enter into negotiations with the offeror whose proposal has been selected by the evaluation committee considering: (1) the responses to the RFP; (2) any interviews with selected offerors; and (3) evaluation of fees. If, however, School decides that no proposal is sufficiently advantageous to School, School may take whatever further action is deemed necessary to fulfill its needs.

### 3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. If any criteria are found to be inconsistent or incompatible with applicable state or federal laws, regulations, or policies, that criteria will be disregarded and the responses will be evaluated and scored without taking into account such criteria.

#### **Summary of Evaluation Criteria:**

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	40 available points
3. Cost (Cost Proposal)	60 available points
<b>Total</b>	<b>100</b>

Proposals will be evaluated using the following approach.

Step 1: In this step, proposals will be evaluated only against Criteria 1 to ensure they adhere to the Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified, not considered responsive, and/or rejected.

Step 2: Proposals meeting the Mandatory Requirements will then be scored based on Criteria 2 and 3. This scoring will have a maximum possible score. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation. Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include additional “short lists.”

Step 3: The short-listed proposals will then be evaluated based on the entire evaluation criteria outlined in this RFP. If School conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short-listed Respondents, their scores will be recomputed.

The section below describes the evaluation criteria.

### 3.2.1 Adherence to Requirements – Pass/Fail

Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 100 points.

### 3.2.2 Management Assessment/Quality: 40 available points

### 3.2.3 Price: 60 available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal can receive a maximum of 60 points. The normalization formula is as follows:

$$\text{Respondent's Cost Score} = (\text{Lowest Cost Proposal} / \text{Total Cost of Proposal}) \times 60$$

In determining whether an offeror is responsible, School may consider the following factors: (1) The ability and capacity of the offeror to provide the Services; (2) The integrity, character, and reputation of the offeror; (3) The competency and experience of the offeror. In determining whether an offeror is responsive, School may consider the following factors: (1) Whether the offeror has submitted an offer that conforms in all material respects to the specifications; (2) Whether the offeror has submitted an offer that complies specifically with the solicitation and the instructions to offerors; (3) Whether the offeror has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract.

School expects the contract award will be made to the responsible offeror, whose proposal is determined in writing to be the most advantageous to School, taking into consideration price and the other evaluation factors set forth in the request for proposals. Award may be made to more than one (1) offeror whose proposals are determined in writing to be advantageous to School, taking into consideration price and other evaluation factors set forth in the request for proposals. Offers will be received and contracts may be awarded separately or for any combination of a line or a class of Services contained in this RFP.

Note if any of the following occur: (1) The CMc contract is terminated Ind. Code § 5-32-4-6; (2) School and the selected offeror are unable to reach agreement on a CMc contract; (3) The selected offeror does not provide the required bonds as provided in this RFP or applicable laws; School may do any of the following: (1) Negotiate a contract with another offeror; (2) Award contracts and complete the project under any other applicable public work's statute; (3) Terminate the project.

A CMc may perform a part of the public work project only if: (1) School later approves of the CMc's performance of the public work project; (2) the CMc would be awarded a contract for the work under the applicable contract award standard; and (3) the CMc performs only such work that equals not more than thirty percent (30%) of the total value of the public work project.

An offeror does not gain a property interest in the award of a contract by School unless: (1) the offeror is awarded the contract by School's board; and (2) the contract is completely executed by the offeror and School.

NOTICE TO REQUEST FOR PROPOSAL  
CONSTRUCTION MANAGER AS CONSTRUCTOR (CMc)

Pursuant to IC 5-32 – Employment of Construction Managers as Constructors for Project, Notice is hereby given that **Lakeland School Corporation** in LaGrange, Indiana, is issuing a Requesting for Qualifications (RFQ's) from offerors to provide CMc services as defined in Indiana Code Section 5-32-2-7 for the expansion and renovation of Lakeland High School and Primary School expansion and remodel projects.

**The submitted RFQ Packages will be received until Wednesday, February 5th 2026 at 11:00 AM (prevailing local time).**

**Sealed Submissions shall be delivered to:**  
**Mr. Jerod Weimer**  
**Lakeland School Corporation – Administration**  
**Building**  
**0825 E 075 N, LaGrange, IN 46761**

**Submit one (1) Electronic Copy in PDF format via (USB thumb drive) and (3) hard copies**

Proposals received after the time and date stated above will be returned unopen and not considered.

**A Scheduled Pre-Proposal Meeting will take place at 11 am on Thursday, January 22nd. Location at the Administrative Building Conference Room. (See address above)** All Interested parties are encouraged to attend. If you are unable to attend and would like to participate via Webmeeting, please contact Kyle Keaffaber – [kkeaffaber@krmarchitecture.com](mailto:kkeaffaber@krmarchitecture.com) to be added to the invitation.

Specific requirements and terms for responding offerors are in the Request for Proposal which may be obtained by contacting the following:

Contact: Jerod Weimer, 260-350-8894 - [jdweimer@lakelandlakers.net](mailto:jdwheimer@lakelandlakers.net) or  
Kyle Keaffaber, 260-350-7337 – [kkeaffaber@krmarchitecture.com](mailto:kkeaffaber@krmarchitecture.com)

Office hours for the school are 8:00 am to 4:00pm local time.

## Addendum #2 – Narrative

Everything that was changed within any document was highlighted in yellow.

### Key items to note:

- The date for the submission has been changed to February 5<sup>th</sup>, 2026 @ 11 am EST.
- Kyle Keaffaber – krM Architecture has been added to the questions / contact list so please include on any questions.
- Submission requirements were adjusted to be “Submit one (1) Electronic Copy in PDF format via (USB thumb drive) and (3) hard copies”
- We added the missing questions under the “Technical Proposals” section.
- We have adjusted the scoring metrics to better reflect our values in scoring potential partners to 60% Pricing & 40% Technical Proposal.
- The CMc Performance cap was incorrectly stated as 20% and has been adjusted to 30%.
- On the Exhibit A - Cost Proposal Breakdown, we have asked that every proposal bases their General Conditions on an 18 month construction timeline. We understand that this might change as we evaluate with the selected CMc but this allows all proposals to be evaluated on an equal playing field.



Lakeland School Corporation  
Pre-Bid Meeting – Exhibits and Sign-In Sheet – Addendum #2

CMc – Pre-bid / Walkthrough

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Sign-In Sheet:

**Kyle Keaffaber -**

kkeaffaber@krmarchitecture.com

**Winifrid Williams -**

wwilliams@krmarchitecture.com

**Chris Sosebee -**

csosebee@weigandconstruction.com

**RYoder Construction -**

conf@ryoderconstruction.com

**Tony Bogard -**

TonyBogard@fawilhelm.com

**Anton King -** aking@fci.construction

**Ken Wilson -** Ken@jici.com

**Chad Owen -** Chad@jici.com

**Patrick Alander -**

PatrickAlander@fawilhelm.com

**Traci Blaize / Jerod Weimer -**

tblaize@lakelandlakers.net

**Kelly Jernigan -**

KellyJernigan@fawilhelm.com

**Jason Baker -**

jbaker@designcollaborative.com

**Tyler Wolfe –**

[TWolfe@fci.construction](mailto:TWolfe@fci.construction)

**Jay Wilhelm –**

[jwilhelm@hagermangc.com](mailto:jwilhelm@hagermangc.com)

**Nik Vilimaa –**

[nvilamaa@hagermangc.com](mailto:nvilamaa@hagermangc.com)

## CONSTRUCTION MANAGER AS CONSTRUCTORS

### Exhibit A Financial Proposal: Lakeland School Corporation

To achieve a consistent comparison across all proposers, please base your financial proposals (General Conditions) on an 18-month construction schedule for the project. (Assume June 1, 2026 – December 1, 2027)

#### DESCRIPTION

#### PROPOSED AMOUNT

- |   |                                     |
|---|-------------------------------------|
| 1. Design Team Estimated GMP Value:<br>(Hard construction costs, not including Cost of Allowances or food service equipment)                            | <u>\$ 7,940,000 Million Dollars</u> |
| 2. <del>CMc Team Estimated GMP Value (optional):</del>  | \$ _____                            |
| 3. Pre-Construction Phase Services Compensation:  | _____                               |
| 4. CMc Fee (% of cost of work)  | _____ % of the Cost of the Work     |
| 5. Estimated Construction Duration (months):  | <u>18</u> _____ Months              |
| 6. Estimated Costs of General Condition / Allowances *  | _____                               |
| 7. Please list whether you intend to bid on trade work on this project. Which bid packages would you be interested in bidding, assuming owner approval? | _____ Not to exceed 30%             |
| 8. Builder's Risk Policy Premium:   | _____                               |
| 9. Payment Bond Premium   | _____                               |
| 10. CMc CGL Insurance Premium:  | _____                               |

\* Provide a fully detailed staffing schedule showing staff effort by position. Provide breakdown of staff rates / general conditions breakdown see form included.

# **AIA® Document A133® – 2019**

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

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

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

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

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

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.



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### ARTICLE 1 INITIAL INFORMATION

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

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

**§ 1.1.3** The Owner’s budget for the Guaranteed Maximum Price, as defined in Article 6:  
*(Provide total and, if known, a line item breakdown.)*

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

**§ 1.1.5** The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
*(Identify any requirements for fast-track scheduling or phased construction.)*

**§ 1.1.6** The Owner’s anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)*

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 4.2:  
*(List name, address, and other contact information.)*

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:


.2 Civil Engineer:


.3 Other, if any:

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

--

§ 1.1.11 The Architect's representative:  
(List name, address, and other contact information.)


§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)


§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required

under Section 3.1.9:

*(List any Owner-specific requirements to be included in the staffing plan.)*

**§ 1.1.14** The Owner's requirements for subcontractor procurement for the performance of the Work:  
*(List any Owner-specific requirements for subcontractor procurement.)*

**§ 1.1.15** Other Initial Information on which this Agreement is based:

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

**§ 1.3** Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## **ARTICLE 2 GENERAL PROVISIONS**

### **§ 2.1 The Contract Documents**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### **§ 2.2 Relationship of the Parties**

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### **§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**§ 2.3.2** For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

## **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### **§ 3.1 Preconstruction Phase**

#### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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

#### **§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

#### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

#### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall

prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project.

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

**§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

**§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

**§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an

exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

## **§ 3.2 Guaranteed Maximum Price Proposal**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

**§ 3.2.2** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 3.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 3.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

**§ 3.2.8** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

**§ 3.2.9** The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### **§ 3.3 Construction Phase**

#### **§ 3.3.1 General**

**§ 3.3.1.1** For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

**§ 3.3.1.2** The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### **§ 3.3.2 Administration**

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

**§ 3.3.2.2** Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### **§ 3.3.2.3 Monthly Report**

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

#### **§ 3.3.2.4 Daily Logs**

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### **§ 3.3.2.5 Cost Control**

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## **ARTICLE 4 OWNER’S RESPONSIBILITIES**

### **§ 4.1 Information and Services Required of the Owner**

**§ 4.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

**§ 4.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

**§ 4.1.3** The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify



the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

**§ 4.1.4.3** The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 4.1.5** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

**§ 4.1.6** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

## **§ 4.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

## **§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

# **ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

## **§ 5.1 Compensation**

**§ 5.1.1** For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall

compensate the Construction Manager as follows:  
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
------------------------	------

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
(Insert rate of monthly or annual interest agreed upon.)

%

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:  
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

§ 6.1.4 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent ( %) of the standard rental rate paid at the place of the Project.

**§ 6.1.6** Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*



**§ 6.1.7** Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*



**§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

**§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

**ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

**§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

## **§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*



**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

## **§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

## **§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

## **§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

**§ 7.6.8** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ 7.6.9** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ 7.6.10** Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

**§ 7.6.11** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel

incurred while traveling in discharge of duties connected with the Work.

## **§ 7.7 Other Costs and Emergencies**

**§ 7.7.1** Other costs incurred in the performance of the Work, with the Owner's prior approval.

**§ 7.7.2** Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

**§ 7.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

**§ 7.7.4** The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

## **§ 7.8 Related Party Transactions**

**§ 7.8.1** For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

## **§ 7.9 Costs Not To Be Reimbursed**

**§ 7.9.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

## **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

**§ 8.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 8.2** Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 9.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

**§ 9.1.1** When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ 9.2** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

### **§ 11.1 Progress Payments**

**§ 11.1.1** Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

**§ 11.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the [ ] day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the [ ] day of the [ ] month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than [ ] ( [ ] ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work



upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the

accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## **§ 11.2 Final Payment**

**§ 11.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

**§ 11.2.2** Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

**§ 11.2.2.1** If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

**§ 11.2.2.2** Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 11.2.2.3** If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

**§ 11.2.3** The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**§ 11.2.4** If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

## **§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

**%**

## § 12.1 Initial Decision Maker

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

[ ] Arbitration pursuant to Article 15 of AIA Document A201-2017

[ ] Litigation in a court of competent jurisdiction

[  ] Other: (Specify)

## ARTICLE 13 TERMINATION OR SUSPENSION

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

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**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of

subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### **§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

### **§ 13.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## **ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1** Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### **§ 14.2 Successors and Assigns**

**§ 14.2.1** The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 14.2.2** The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### **§ 14.3 Insurance and Bonds**

#### **§ 14.3.1 Preconstruction Phase**

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

**§ 14.3.1.1** Commercial General Liability with policy limits of not less than \$ ( ) for each occurrence and \$ ( ) in the aggregate for bodily injury and property damage.

**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than \$ ( ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 14.3.1.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual

payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ( \$ ) each accident, ( \$ ) each employee, and ( \$ ) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

#### § 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

#### § 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

## ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

1. AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
2. AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
3. AIA Document A133™-2019, Exhibit B, Insurance and Bonds

- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction  
.5 Building Information Modeling Exhibit, if completed:

☐

- .6 Other Exhibits:  
(Check all boxes that apply.)

[ ☐ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
(Insert the date of the E234-2019 incorporated into this Agreement.)

☐

[ ☐ ] Supplementary and other Conditions of the Contract:

**Document**

**Title**

**Date**

**Pages**

☐

☐

- .7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

☐

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

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

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

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

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





## **SCHEMATIC DESIGN NARRATIVE**

### **DESIGN TEAM**

Architect: krM Architecture  
Interior Design: krM Architecture  
MEPT: Design Collaborative  
Structural: TBD  
Civil: Troyer Group

### **APPLICABLE CODES**

The Architectural Systems will be designed in accordance with the following Codes:

- Current Indiana Building Code (2012 International Building Code with Indiana Amendments)
- 2014 Indiana Fire Code (2012 International Fire Code with Indiana Amendments)
- 2014 Handicapped Accessibility Code 2014 Indiana Building Code Chapter 11
- 2010 Indiana Energy Conservation Code (AHRAE 90.1-2007 with Indiana Amendments)
- NFPA 72-2010 National Fire Alarm Code

### **Timeline**

#### **1. Lakeland Primary School**

- a. Early Bid release – February 2<sup>nd</sup> – 2026 (mechanical units in classrooms)
- b. Out to bid – March 9<sup>th</sup>
- c. Bid Date – April 2<sup>nd</sup>
- d. Award Bids - ASAP
- e. Schools ends: May 29<sup>th</sup> 2026 – teacher last day June 1st
- f. School starts: August 13th 2026 – teachers report Aug 10th

#### **2. Lakeland Jr/Sr. High School**

- a. SD – Feb 16<sup>th</sup> (4 weeks)
- b. DD – March 16<sup>th</sup> (4 weeks)
- c. CD – May 8<sup>th</sup> (8 weeks)
- d. Out to Bid – May 13<sup>th</sup>
- e. Bid Date – June 16<sup>th</sup>
- f. Work for summer 2026 – demo, site development, temporary walls, etc.

### **Lakeland Jr/Sr High School Addition & Renovation – PROJECT A**

OVERVIEW: The project will be a 6,500 sq. ft. renovation of the existing 1960's building as well as approx. 8,700 sq. ft. addition. The goal of the project is to create a new main entry with a remodeled front office, and improve the dining experience by removing the existing dining space and adding onto the building. The addition will need to connect to the existing in phases, while maintaining food and dining services to students. The Jr/Sr High School houses students in grades seven through twelve. The construction scope is planned to be phased.





The existing Jr/Sr High School is not sprinkled. The new addition is intended to be sprinkled. The designers will need to address a key code item involved with the connection.

#### SITE ITEMS:

A site survey is currently being completed. Site removals include new parking lot connection and outdoor seating spaces. Removal of landscape around existing and replacement

No additional parking or paved areas are needed.

#### EXTERIOR ELEVATION:

The exterior walls of the existing building are matching, brick blend mix and the intent for any brick to be used would need to match the existing brick in size and color blend.

The new addition is intended to be a new iconic landmark for the school district. The new exterior façade will use a variety of materials: brick, stone, glazing, and possibly metal panels or other unique materials beyond the existing façade makeup. These materials, their applications, and costs will be evaluated early in the design process.

#### INTERIOR SPACES:

The main goal of the interior renovation and buildout of the addition is to provide a new, secure main entrance and an administration suite. This will utilize a portion of their existing front office space, as well as a portion of the new addition. This will be achieved by blending the new construction with the existing harmonious design solution, using a variety of materials, some matching the existing and some new. Hazardous material testing is planned to identify any abatement needs associated with the renovation work.

#### AUDITORIUM RENOVATION:

Scope of this work has not yet been determined, at this point the focus is house lighting, ceiling, acoustics and wall and floor finishes.

### **Lakeland Primary School Renovation – PROJECT B**

#### OVERVIEW:

This site is located roughly 1 mile south of the main school campus. The existing building, constructed in the early 1960s, houses preschool through second grade. Most of the work will occur over the summer vacation while the building is unoccupied. Schedule coordination will be required to ensure that key work areas of work are completed and available for use by the start of the fall 2026 semester. The existing building is unsprinkled.

#### EXTERIOR WORK:

Minor cosmetic updates to the existing entry canopy may be included in the project, such as new cladding and graphic branding elements, masonry cleaning, and replacing the canopy lighting to make it more inviting. The entry storefront and exterior doors might need to be replaced due to renovations of the main office and lobby.

#### INTERIOR WORK:

The 5,000-square-foot front office will be completely gutted and renovated, including expansion into the adjacent classroom spaces. The office will feature new full-height storefront wrapping the



check-in desk to maximize visibility and create an open, inviting atmosphere. A new secure entry will separate traffic flows, establishing a clear and intuitive process for visitors. The ceiling will have standard acoustical tile, with the possibility of a specialty ceiling in the check-in area and lobby. The office walls will be metal stud, drywall, and paint, with acoustical treatment. The STC target range is 40-50. Leveling of the existing slab may be necessary due to age and the removal of existing walls. The flooring will combine resilient and carpet tiles, with tile in the new restrooms. Interior doors will be wood with vision and sidelites, while aluminum doors will be used in the new storefront. Most of the office area will feature standard finishes, while check-in and lobby areas will have premium-grade finishes.

The project encompasses updates to finishes, casework, and mechanical systems in eleven (11) classrooms, totaling approximately 12,000 square feet. Some rooms will require minor plumbing work, including the replacement or removal of existing handwashing sinks. Several kindergarten classrooms with exterior doors will need updates to the doors and/or door hardware to enhance building security.

The 3,000-square-foot media center and adjacent rooms will undergo updates to finishes and shelving, along with a new circulation desk. An existing sunken seating area in the media center will be filled, necessitating a new concrete floor slab. This renovation will include constructing a new workroom and renovating the existing one, which will have extensive casework. Ceilings and lighting will be replaced throughout. The current mechanical system servicing this area is under evaluation for potential replacement.

The 6,750-square-foot gymnasium might undergo minor renovations, such as interior painting, replacement of acoustic treatments, and some motorized athletic equipment. Water infiltration issues in the northeast corner of the gym are being investigated.

Hazardous material testing is scheduled to identify any abatement requirements associated with the renovation work.



## **SCHEMATIC DESIGN NARRATIVE**

### **DESIGN TEAM**

Architect: krM Architecture  
Interior Design: krM Architecture  
MEPT: Design Collaborative  
Structural: TBD  
Civil: Troyer Group

### **APPLICABLE CODES**

The Architectural Systems will be designed in accordance with the following Codes:

- Current Indiana Building Code (2012 International Building Code with Indiana Amendments)
- 2014 Indiana Fire Code (2012 International Fire Code with Indiana Amendments)
- 2014 Handicapped Accessibility Code 2014 Indiana Building Code Chapter 11
- 2010 Indiana Energy Conservation Code (AHRAE 90.1-2007 with Indiana Amendments)
- NFPA 72-2010 National Fire Alarm Code

### **Timeline**

#### **1. Lakeland Primary School**

- a. Early Bid release – February 2<sup>nd</sup> – 2026 (mechanical units in classrooms)
- b. Out to bid – March 9<sup>th</sup>
- c. Bid Date – April 2<sup>nd</sup>
- d. Award Bids - ASAP
- e. Schools ends: May 29<sup>th</sup> 2026 – teacher last day June 1st
- f. School starts: August 13th 2026 – teachers report Aug 10th

#### **2. Lakeland Jr/Sr. High School**

- a. SD – Feb 16<sup>th</sup> (4 weeks)
- b. DD – March 16<sup>th</sup> (4 weeks)
- c. CD – May 8<sup>th</sup> (8 weeks)
- d. Out to Bid – May 13<sup>th</sup>
- e. Bid Date – June 16<sup>th</sup>
- f. Work for summer 2026 – demo, site development, temporary walls, etc.

### **Lakeland Jr/Sr High School Addition & Renovation – PROJECT A**

OVERVIEW: The project will be a 6,500 sq. ft. renovation of the existing 1960's building as well as approx. 8,700 sq. ft. addition. The goal of the project is to create a new main entry with a remodeled front office, and improve the dining experience by removing the existing dining space and adding onto the building. The addition will need to connect to the existing in phases, while maintaining food and dining services to students. The Jr/Sr High School houses students in grades seven through twelve. The construction scope is planned to be phased.



The existing Jr/Sr High School's lunchroom is not sprinkled. The new addition is intended to be sprinkled. The designers will need to address this key code item involved with the connection and phasing. The existing lunchroom will ultimately be demolished, but the goal is to keep it functional as long as possible.

#### SITE ITEMS:

A site survey is currently being completed. Site removals include new parking lot connection and outdoor seating spaces. Removal of landscape around existing and replacement

No additional parking or paved areas are needed.

#### EXTERIOR ELEVATION:

The exterior walls of the existing building are matching, brick blend mix and the intent for any brick to be used would need to match the existing brick in size and color blend.

The new addition is intended to be a new iconic landmark for the school district. The new exterior façade will use a variety of materials: brick, stone, glazing, and possibly metal panels or other unique materials beyond the existing façade makeup. These materials, their applications, and costs will be evaluated early in the design process.

#### INTERIOR SPACES:

The main goal of the interior renovation and buildout of the addition is to provide a new, secure main entrance and an administration suite. This will utilize a portion of their existing front office space, as well as a portion of the new addition. This will be achieved by blending the new construction with the existing harmonious design solution, using a variety of materials, some matching the existing and some new. Hazardous material testing is planned to identify any abatement needs associated with the renovation work.

#### AUDITORIUM RENOVATION:

Scope of this work has not yet been determined, at this point the focus is house lighting, ceiling, acoustics and wall and floor finishes.

### **Lakeland Primary School Renovation – PROJECT B**

#### OVERVIEW:

This site is located roughly 1 mile south of the main school campus. The existing building, constructed in the early 1960s, houses preschool through second grade. Most of the work will occur over the summer vacation while the building is unoccupied. Schedule coordination will be required to ensure that key work areas of work are completed and available for use by the start of the fall 2026 semester. The existing building is unsprinkled.

#### EXTERIOR WORK:

Minor cosmetic updates to the existing entry canopy may be included in the project, such as new cladding and graphic branding elements, masonry cleaning, and replacing the canopy lighting to



make it more inviting. The entry storefront and exterior doors might need to be replaced due to renovations of the main office and lobby.

#### INTERIOR WORK:

The 5,000-square-foot front office will be completely gutted and renovated, including expansion into the adjacent classroom spaces. The office will feature new full-height storefront wrapping the check-in desk to maximize visibility and create an open, inviting atmosphere. A new secure entry will separate traffic flows, establishing a clear and intuitive process for visitors. The ceiling will have standard acoustical tile, with the possibility of a specialty ceiling in the check-in area and lobby. The office walls will be metal stud, drywall, and paint, with acoustical treatment. The STC target range is 40-50. Leveling of the existing slab may be necessary due to age and the removal of existing walls. The flooring will combine resilient and carpet tiles, with tile in the new restrooms. Interior doors will be wood with vision and sidelites, while aluminum doors will be used in the new storefront. Most of the office area will feature standard finishes, while check-in and lobby areas will have premium-grade finishes.

The project encompasses updates to finishes, casework, and mechanical systems in eleven (11) classrooms, totaling approximately 12,000 square feet. Some rooms will require minor plumbing work, including the replacement or removal of existing handwashing sinks. Several kindergarten classrooms with exterior doors will need updates to the doors and/or door hardware to enhance building security.

The 3,000-square-foot media center and adjacent rooms will undergo updates to finishes and shelving, along with a new circulation desk. An existing sunken seating area in the media center will be filled, necessitating a new concrete floor slab. This renovation will include constructing a new workroom and renovating the existing one, which will have extensive casework. Ceilings and lighting will be replaced throughout. The current mechanical system servicing this area is under evaluation for potential replacement.

The 6,750-square-foot gymnasium might undergo minor renovations, such as interior painting, replacement of acoustic treatments, and some motorized athletic equipment. Water infiltration issues in the northeast corner of the gym are being investigated.

Hazardous material testing is scheduled to identify any abatement requirements associated with the renovation work.

## **Lakeland – Junior Senior High School Electrical Narrative**

### **Design Parameters**

The building will need to meet the following codes and design parameters as a minimum:

- Required Code Compliance:
  - 2014 Indiana Building Code (2012 IBC)
  - 2014 Indiana Electrical Code (2008 NEC with amendments)
  - 2010 Indiana Energy Conservation Code (ASHRAE 90.1-2007)

### **Front Office**

**Demolition:** The majority of electrical and technology systems shall be demolished within the scope of this space. Systems that support the overall school, such as security, that have headend units located within the space will be decommissioned by the vendor / IT department and relocated or offline for the duration of the project. Demolished branch circuits shall be removed back to the panel supplying power and labeled as 'Spare', to be reused for new construction. All demolished devices in existing to remain block walls shall be abandoned in place and blank cover plates provided matching finishes shall be provided.

**Power:** New devices shall be provided for the use of each space. New branch circuits shall be provided, utilizing existing breakers labeled as 'Spare' during demolition. The typical branch circuit will be 120V 20A, utilizing #12 THHN. Circuiting for specialty equipment, i.e. Security racks, shall be equipment specific per vendor requirements. New devices located on new gypsum walls shall be recessed in the walls and pathways shall be concealed. Devices located on existing block walls shall reuse existing pathways where possible, otherwise new devices shall be surface mounted with surface mounted conduit or wiremold. MC cabling shall not be used unless in concealed applications, i.e. routing within wall cavities, or as a final connection to vibrating equipment and light fixture whips.

**Lighting:** Light fixtures shall be new LED type 2x4 and 2x2 flat panel fixtures laid out to provide even light distribution. Under cabinet type fixtures shall be provided over work surfaces and to be coordinated with the casework design. Spaces shall be locally controlled by manual wall switches with dimming control with ceiling mounted or integral occupancy sensors, depending on the room size and layout, in order to achieve energy code requirements. General light fixtures shall be connected to existing branch circuits in adjacent spaces or utilizing existing breakers labeled as 'Spare' during demolition. Fixtures to be used for emergency lighting shall be connected to existing or new life safety branch circuits provided by panel 'EL-P2'. An UL-924 device shall be provided for all emergency lighting to override controls and shunt egress lighting on to 100%.

**Technology:** The school technology systems; security, audio visual, data, etc., shall be coordinated with each vendor or department to ensure a fully functional system upon completion of the project. The base design shall provide back boxes and pathways for the respective systems. New devices located on new gypsum walls shall be recessed in the walls and pathways shall be concealed. Devices located on existing block walls shall reuse existing pathways where possible, otherwise new devices shall be surface mounted with surface mounted conduit or wiremold. Fire alarm devices shall be laid out to meet code requirements, and tied into the existing system.

### **New Cafeteria**

**Demolition:** Select devices of electrical and technology systems shall be demolished within the scope of this space. Demolished branch circuits shall be removed back to the panel supplying power and labeled

as 'Spare', to be reused for new construction. All demolished devices in existing to remain block walls shall be abandoned in place and blank cover plates provided matching finishes shall be provided.

**Power:** New devices shall be provided for the use of the space. New branch circuits shall be provided, utilizing existing breakers labeled as 'Spare' during demolition. The typical branch circuit will be 120V 20A, utilizing #12 THHN. New devices located on new gypsum walls shall be recessed in the walls and pathways shall be concealed. MC cabling shall not be used unless in concealed applications, i.e. routing within wall cavities, or as a final connection to vibrating equipment and light fixture whips. New hvac equipment in the space shall be powered by the appropriate branch panel in the rooms respective wing as it relates to the equipment's specified voltage and amperage.

**Lighting:** Light fixtures shall be new LED type 2x4 flat panel fixtures laid out to provide even light distribution. Spaces shall be locally controlled by manual wall switches with dimming control with ceiling mounted occupancy sensors in order to achieve energy code requirements. Light fixtures shall be connected to existing branch circuits feeding the room with existing branch wiring reused where reasonable. Fixtures to be used for emergency lighting shall be connected to existing or new life safety branch circuits provided by panel 'EL-P2'. An UL-924 device shall be provided for all emergency lighting to override controls and shunt egress lighting on to 100%.

**Technology:** The school technology systems; security, audio visual, data, etc., shall be coordinated with each vendor or department to ensure a fully functional system upon completion of the project. The base design shall provide back boxes and pathways for the respective systems.

## **Auditorium**

**Demolition:** Select devices of electrical systems shall be demolished within the scope of this space. Demolished branch circuits shall be removed back to the panel supplying power and labeled as 'Spare', to be reused for new construction.

**Lighting:** Light fixtures shall be new LED type recessed fixtures matching the aesthetics of the space and laid out to provide even light distribution. Lighting controls shall be controlled manually within the space, as well as, tied into the theatrical controls from the technology booth. Light fixtures shall be connected to existing branch circuits feeding the room with existing branch wiring reused where reasonable. Fixtures to be used for emergency lighting shall be connected to existing or new life safety branch circuits provided by panel 'EL-P2'. An UL-924 device shall be provided for all emergency lighting to override controls and shunt egress lighting on to 100%.

## Lakeland Jr/Sr High School MEP Narrative

### **HVAC System**

The majority of the high school primary school utilizes a combination of a 4-pipe heating and cooling plant level system with boilers and a chiller that provide hot and chilled water for distribution throughout the school to classroom equipment. Hot and chilled water piping mains route above the ceiling through the corridors of the building serving air side equipment. The majority of the classrooms have vertical unit ventilators within the room connected to the 4-pipe system. These units utilize exterior louvers or roof gravity hoods to pull in ventilation and economizer air for the units. There are also a mix of fan coil units above the ceiling and air handlers that serve some larger spaces.

Some existing units utilize DX level equipment to provide cooling with condensing units located on the roof above. These would include areas of renovation within the project scope area.

#### Classrooms:

Classrooms within the scope areas will have their existing horizontal unit ventilators removed. Existing roof gravity hoods will be replaced with new for fresh air. Hot water piping will be removed to the extent that it can be re-connected to new Vertical Unit Ventilators (VUV) within each classroom.

New VUVs will be placed in the corners of each of the classrooms with ceiling enclosures and pipe cover enclosures. New supply duct will be routed from each unit above the ceiling and (4) new 24"x24" ceiling diffusers connected to each duct main in the room. New roof gravity hoods will be placed on the roof for fresh air and ducted into the back of the VUV.

Chilled water piping will be routed to the new VUV from the corridor.

A relief duct will be connected to a roof gravity hood with backdraft damper to relieve excess air from the room during economizer usage. There shall be one relief hood within each classroom being renovated.

New digital controls connected into the building BMS system shall be installed on each new unit and digital zone sensors installed by the door in each room.

#### Office Area:

The existing office fan coils, condensing units and piping/duct will be demolished in their entirety. A new gas/electric RTU shall be installed over the office area to serve the office



space with a new VAV system. New supply and return ducts shall be routed to the spaces. There shall be a minimum of 10 new VAV zones in the office area. VAV boxes will utilize hot water for reheat and be connected with new piping to the corridor mains. New digital controls connected into the building BMS system shall be installed on each new VAV unit and digital zone sensors installed within the zone it serves.

A new roof mounted exhaust fan will be installed for the relocated restrooms in the office area.

A new ductless mini-split unit will be installed in the IT/Data room to provide cooling of the server equipment in that space.

#### **New Cafeteria Addition:**

It needs to be verified if the existing chilled water plant has capacity to serve the new addition for cafeteria, but currently we would be proposing to serve the new addition with (2) gas/electric RTU's ducted into the cafeteria space. These units would be single zone and serve the space simultaneously.

New supply duct and diffusers shall be routed within these rooms to supply air to the spaces.

New digital controls connected into the building BMS system shall be installed on each new unit and digital zone sensors installed by the doors in each room.

#### **Existing Cafeteria:**

The existing cafeteria is planned to be demolished. The existing units in the space and condensing units on the roof would be demolished.

### **Plumbing**

The existing restrooms within the main office will be relocated as part of the project. Plumbing utilities will be relocated to serve the new toilet room and sink in the office area. Floors will be sawcut to add additional underground sanitary piping and domestic piping will be extended overhead to the new fixtures.

Another component of the project would be to replace the exterior sanitary main from the existing cafeteria location outside the building to the NW corner of the building.

## **Lakeland – Primary School Electrical Narrative**

### **Design Parameters**

The building will need to meet the following codes and design parameters as a minimum:

- Required Code Compliance:
  - 2014 Indiana Building Code (2012 IBC)
  - 2014 Indiana Electrical Code (2008 NEC with amendments)
  - 2010 Indiana Energy Conservation Code (ASHRAE 90.1-2007)

### **Front Office**

**Demolition:** The majority of electrical and technology systems shall be demolished within the scope of this space. Systems that support the overall school, such as security, that have headend units located within the space will be decommissioned by the vendor / IT department and relocated or offline for the duration of the project. Demolished branch circuits shall be removed back to the panel supplying power and labeled as 'Spare', to be reused for new construction. All demolished devices in existing to remain block walls shall be abandoned in place and blank cover plates provided matching finishes shall be provided.

**Power:** New devices shall be provided for the use of each space. New branch circuits shall be provided, utilizing existing breakers labeled as 'Spare' during demolition. The typical branch circuit will be 120V 20A, utilizing #12 THHN. Circuiting for specialty equipment, i.e. Security racks, shall be equipment specific per vendor requirements. New devices located on new gypsum walls shall be recessed in the walls and pathways shall be concealed. Devices located on existing block walls shall reuse existing pathways where possible, otherwise new devices shall be surface mounted with surface mounted conduit or wiremold. MC cabling shall not be used unless in concealed applications, i.e. routing within wall cavities, or as a final connection to vibrating equipment and light fixture whips.

**Lighting:** Light fixtures shall be new LED type 2x4 and 2x2 flat panel fixtures laid out to provide even light distribution. Under cabinet type fixtures shall be provided over work surfaces and to be coordinated with the casework design. Spaces shall be locally controlled by manual wall switches with dimming control with ceiling mounted or integral occupancy sensors, depending on the room size and layout, in order to achieve energy code requirements. General light fixtures shall be connected to existing branch circuits in adjacent spaces or utilizing existing breakers labeled as 'Spare' during demolition. Fixtures to be used for emergency lighting shall be connected to existing or new life safety branch circuits provided by panel 'EL-P2'. An UL-924 device shall be provided for all emergency lighting to override controls and shunt egress lighting on to 100%.

**Technology:** The school technology systems; security, audio visual, data, etc., shall be coordinated with each vendor or department to ensure a fully functional system upon completion of the project. The base design shall provide back boxes and pathways for the respective systems. New devices located on new gypsum walls shall be recessed in the walls and pathways shall be concealed. Devices located on existing block walls shall reuse existing pathways where possible, otherwise new devices shall be surface mounted with surface mounted conduit or wiremold. Fire alarm devices shall be laid out to meet code requirements, and tied into the existing system.

### **Classrooms**

**Demolition:** Select devices of electrical and technology systems shall be demolished within the scope of this space. Demolished branch circuits shall be removed back to the panel supplying power and labeled

as 'Spare', to be reused for new construction. All demolished devices in existing to remain block walls shall be abandoned in place and blank cover plates provided matching finishes shall be provided.

**Power:** New devices shall be provided for the use of the space. New branch circuits shall be provided, utilizing existing breakers labeled as 'Spare' during demolition. The typical branch circuit will be 120V 20A, utilizing #12 THHN. Devices located on existing block walls shall reuse existing pathways where possible, otherwise new devices shall be surface mounted with surface mounted conduit or wiremold. MC cabling shall not be used unless in concealed applications, i.e. routing within wall cavities, or as a final connection to vibrating equipment and light fixture whips. New hvac equipment in the space shall be powered by the appropriate branch panel in the rooms respective wing as it relates to the equipment's specified voltage and amperage.

**Lighting:** Light fixtures shall be new LED type 2x4 flat panel fixtures laid out to provide even light distribution. Spaces shall be locally controlled by manual wall switches with dimming control with ceiling mounted occupancy sensors in order to achieve energy code requirements. Light fixtures shall be connected to existing branch circuits feeding the room with existing branch wiring reused where reasonable.

**Technology:** The school technology systems; security, audio visual, data, etc., shall be coordinated with each vendor or department to ensure a fully functional system upon completion of the project. The base design shall provide back boxes and pathways for the respective systems. Devices located on existing block walls shall reuse existing pathways where possible, otherwise new devices shall be surface mounted with surface mounted conduit or wiremold. A teacher station shall be located near the teacher's main workstation and able to connect into the room audio visual presentation system. The system shall comprise of a short throw projector and sound supporting system, additionally the system input shall allow for several sources and easily switched between the sources.

## **Media Center**

**Demolition:** Select devices of electrical and technology systems shall be demolished within the scope of this space. Demolished branch circuits shall be removed back to the panel supplying power and labeled as 'Spare', to be reused for new construction. All demolished devices in existing to remain block walls shall be abandoned in place and blank cover plates provided matching finishes shall be provided.

**Power:** New devices shall be provided for the use of the space. New branch circuits shall be provided, utilizing existing breakers labeled as 'Spare' during demolition. The typical branch circuit will be 120V 20A, utilizing #12 THHN. Devices located on existing block walls shall reuse existing pathways where possible, otherwise new devices shall be surface mounted with surface mounted conduit or wiremold. MC cabling shall not be used unless in concealed applications, i.e. routing within wall cavities, or as a final connection to vibrating equipment and light fixture whips. New hvac equipment in the space shall be powered by the appropriate branch panel in the rooms respective wing as it relates to the equipment's specified voltage and amperage.

**Lighting:** Light fixtures shall be new LED type 2x4 flat panel fixtures laid out to provide even light distribution. Spaces shall be locally controlled by manual wall switches with dimming control with ceiling mounted occupancy sensors in order to achieve energy code requirements. Light fixtures shall be connected to existing branch circuits feeding the room with existing branch wiring reused where reasonable.

**Technology:** The school technology systems; security, audio visual, data, etc., shall be coordinated with each vendor or department to ensure a fully functional system upon completion of the project. The base design shall provide back boxes and pathways for the respective systems. Devices located on existing block walls shall reuse existing pathways where possible, otherwise new devices shall be surface mounted with surface mounted conduit or wiremold. Fire alarm devices shall be laid out to meet code requirements, and tied into the existing system.

## Lakeland Primary School MEP Narrative

### **HVAC System**

The primary school has a 4-pipe heating and cooling plant level system with boilers and a chiller that provide hot and chilled water for distribution throughout the school. Hot and chilled water piping mains route above the ceiling through the corridors of the building serving air side equipment. The majority of the classrooms have horizontal or vertical unit ventilators within the room connected to the 4-pipe system. These units utilize exterior louvers to pull in ventilation and economizer air for the units. There are fan coil units above the ceiling of the corridors serving those areas and a few air handlers that serve some larger spaces such as the Media Center and Main office/ Lobby.

#### Classrooms (12):

Classrooms within the scope areas will have their existing horizontal unit ventilators removed. Existing louvers will be infilled with masonry to match existing. Hot and Chilled water piping will be removed to the extent that it can be re-connected to new Vertical Unit Ventilators (VUV) within each classroom.

New VUVs will be placed in the corners of each of the classrooms with ceiling enclosures and pipe cover enclosures. New supply duct will be routed from each unit above the ceiling and (4) new 24"x24" ceiling diffusers connected to each duct main in the room. New exterior louvers will be placed in the walls for fresh air and ducted to the back of the VUV. Where a VUV is installed on an interior room, a gravity hood will be placed on the roof for fresh air and ducted into the back of the VUV.

A relief duct will be connected to a roof gravity hood with backdraft damper to relieve excess air from the room during economizer usage. There shall be one relief hood within each classroom being renovated.

New digital controls connected into the building BMS system shall be installed on each new unit and digital zone sensors installed by the door in each room.

#### Office/Lobby Area:

The existing office AHU and supply and return duct will be demolished in their entirety. A new 10 ton gas/electric RTU shall be installed over the lobby to serve the lobby and office space with a new VAV system. New supply and return ducts shall be routed to the spaces. There shall be a minimum of 8 new VAV zones in the office area. VAV boxes will utilize hot water for reheat and be connected with new piping to the corridor mains. New digital

controls connected into the building BMS system shall be installed on each new VAV unit and digital zone sensors installed within the zone it serves.

Within the office area, there are (2) VUV's installed as part of the 2022 renovations that will be reused and renovated to serve new spaces. An additional VUV will be installed to serve a newly created classroom within that area.

A new roof mounted exhaust fan will be installed for the relocated restroom in the office area.

A new ductless mini-split unit will be installed in the IT/Data room to provide cooling of the server equipment in that space.

#### Media Center:

The existing AHU, supply and return ducts above the ceiling in the media center and support rooms shall be demolished in their entirety. (3) new VUVs will be installed with (2) located in the media center and (1) in the support rooms to serve the renovated space. New supply duct and diffusers shall be routed within these rooms to supply air to the spaces. New exterior louvers will be placed in the walls for fresh air and ducted to the back of the VUV.

A relief duct will be connected to a roof gravity hood with backdraft damper to relieve excess air from the room during economizer usage.

New digital controls connected into the building BMS system shall be installed on each new unit and digital zone sensors installed by the door in each room.

### **Plumbing**

The existing restrooms within the main office will be relocated as part of the project. Plumbing utilities will be relocated to serve the new toilet room and sink in the office area. Floors will be sawcut to add additional underground sanitary piping and domestic piping will be extended overhead to the new fixtures.

# **CMC - PRE-BID WALKTHROUGH**

LAKELAND SCHOOL CORPORATION

01/22/2026





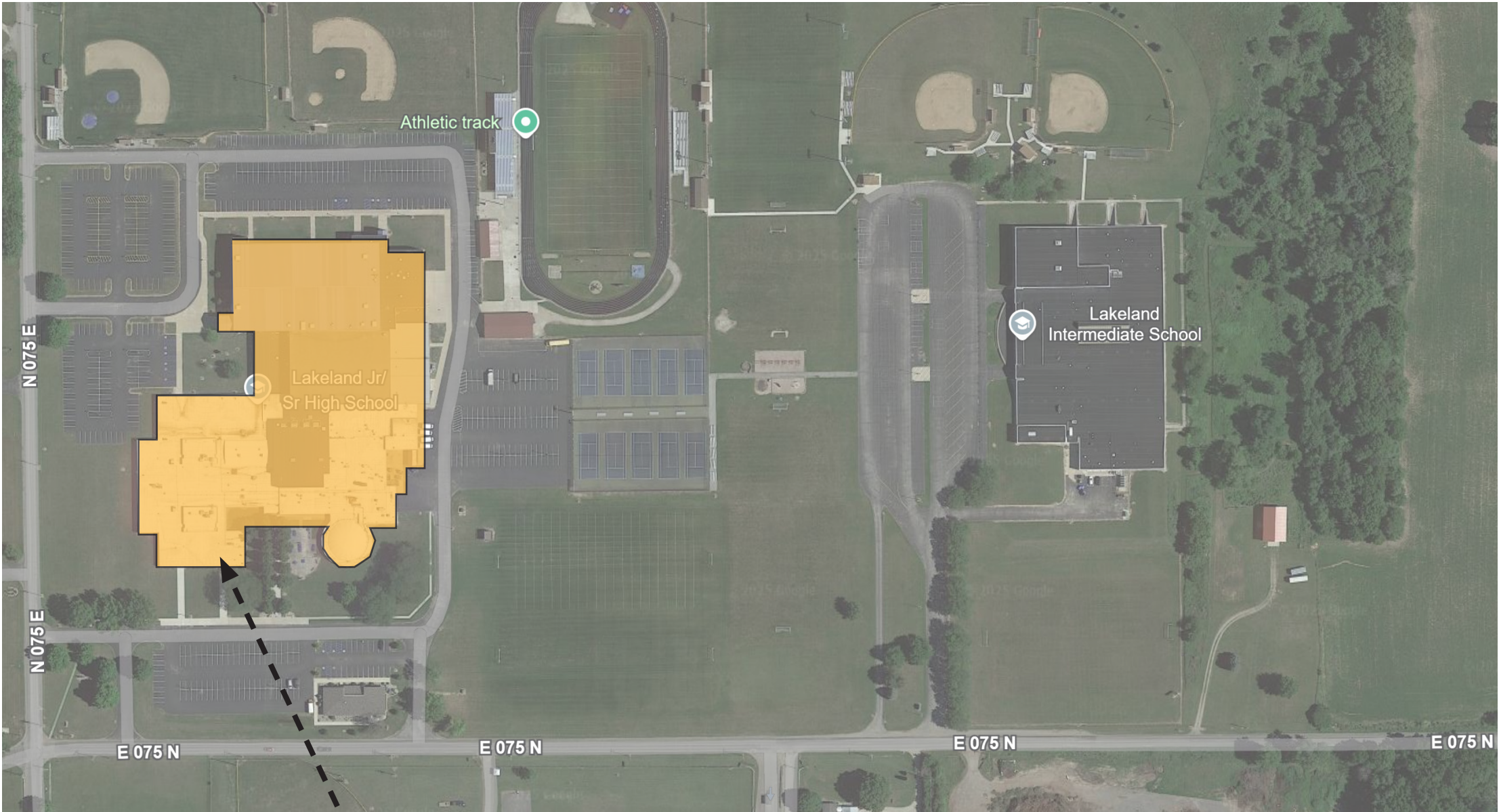
Lakeland Jr/  
Sr High School

**LAKELAND JR/SR HIGH SCHOOL**

**LAKELAND PRIMARY SCHOOL**

**KEY MAP - LAKELAND SCHOOLS**



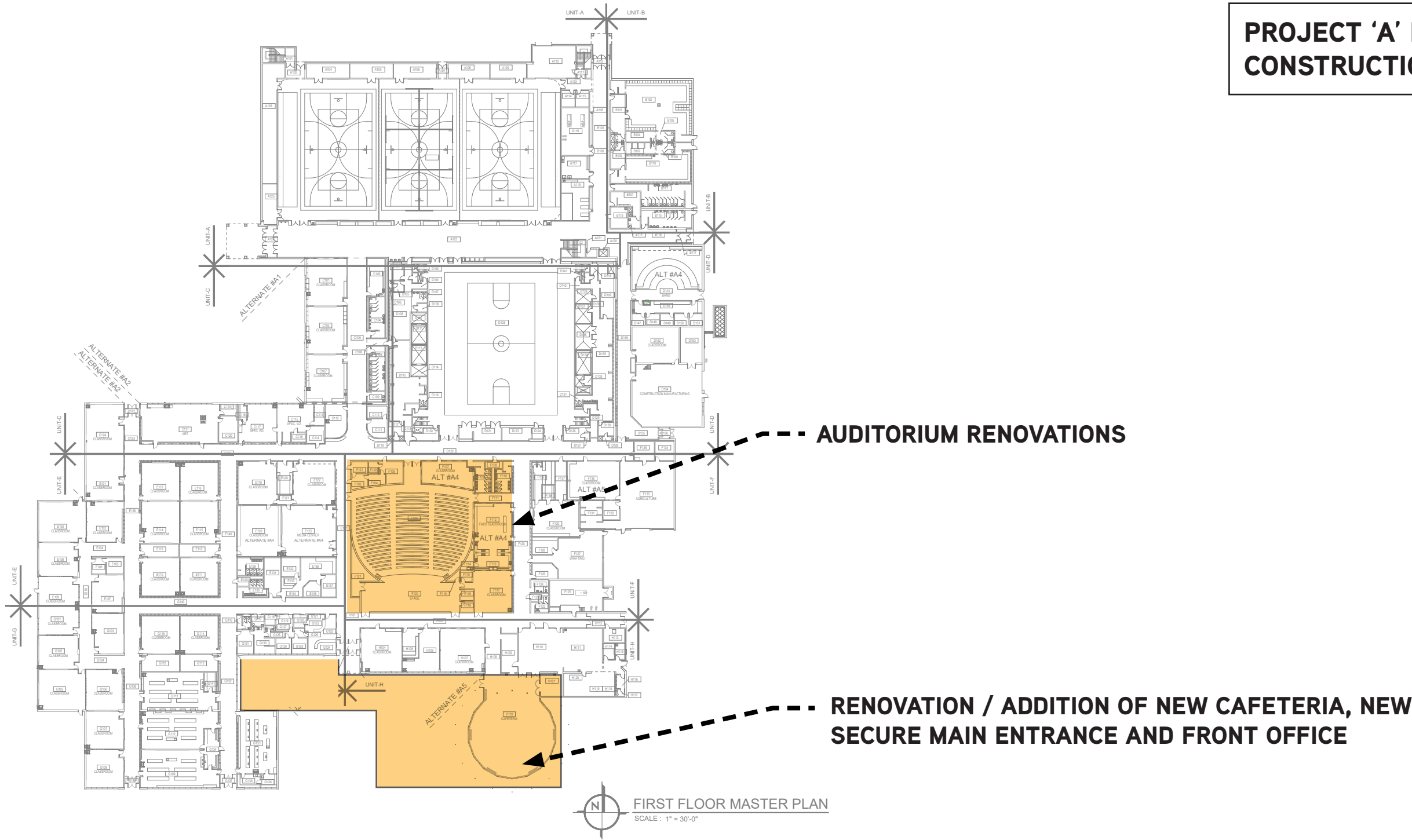


--- LAKELAND JR/SR HIGH SCHOOL - PROJECT 'A'

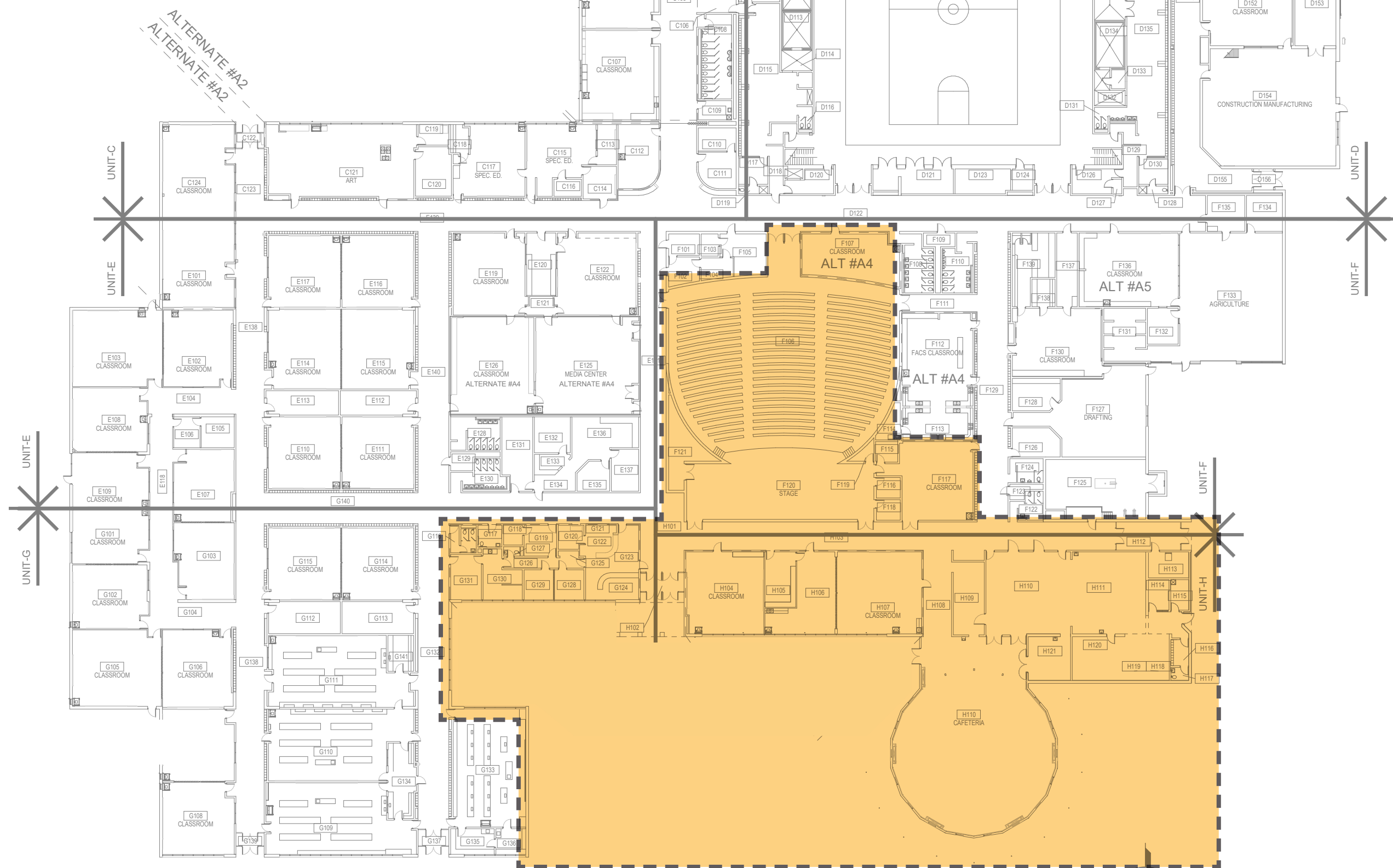
SCOPE DIAGRAM - PROJECT 'A'



**PROJECT 'A' BUDGET FOR  
CONSTRUCTION = \$4,850,000**



**PROJECT 'A' - SCOPE DIAGRAM**

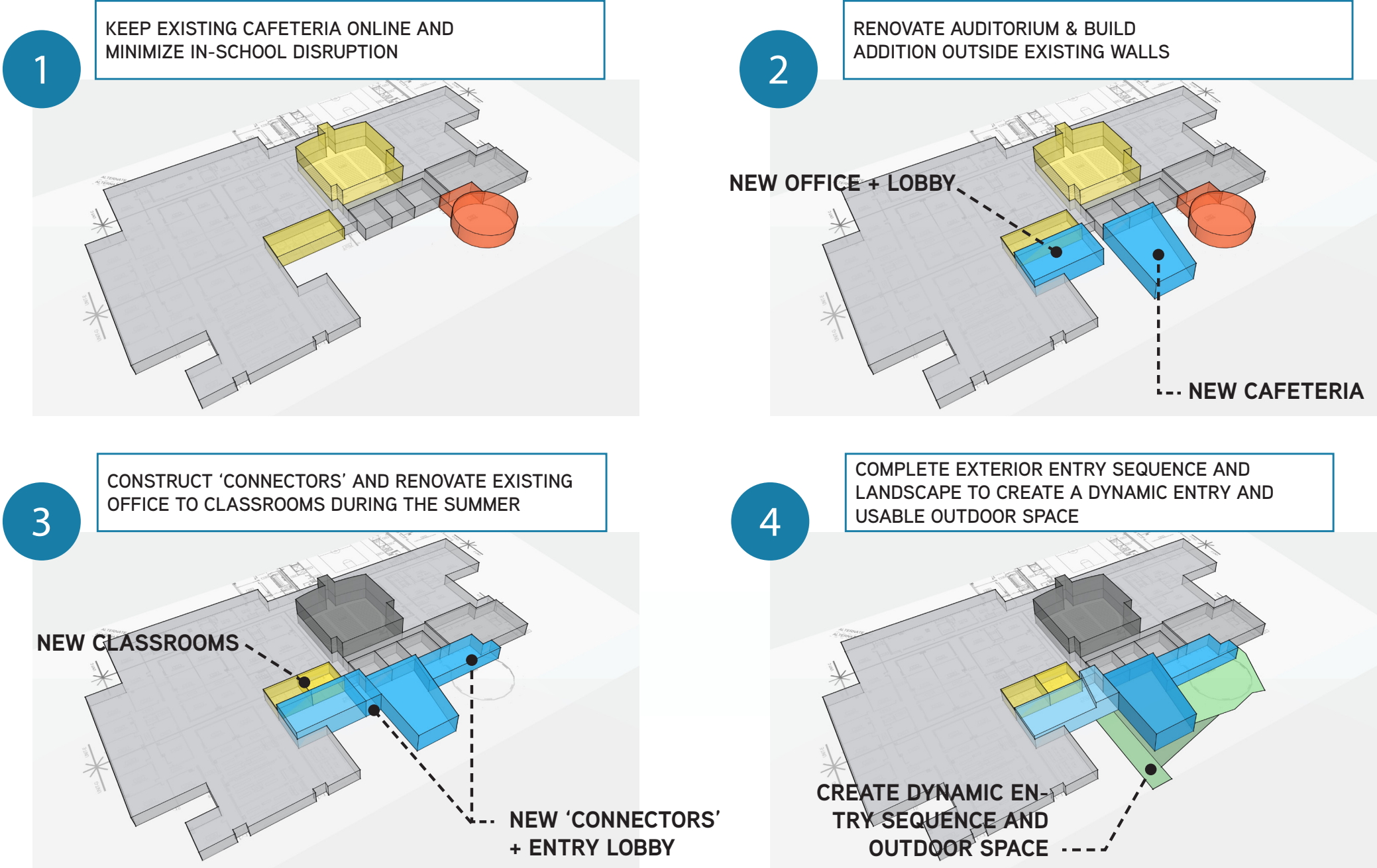


# FIRST FLOOR MASTER PLAN

SCALE : 1" = 30'-0"



# Minimizing Construction Impact - A Study of Project A



PROJECT 'A' - PHASING DIAGRAM // CONCEPT





**EXISTING CAFETERIA**



**EXISTING AUDITORIUM**



**EXISTING FRONT OFFICE**



**EXISTING JUNIOR HIGH SCIENCE CLASSROOM**



**EXISTING JR/SR HIGH SCIENCE CLASSROOM  
(RENOVATED)**



**EXISTING FRONT ENTRY / LOBBY**

# **PROJECT 'A' - JR/SR HIGH SCHOOL - EXISTING PHOTOS**

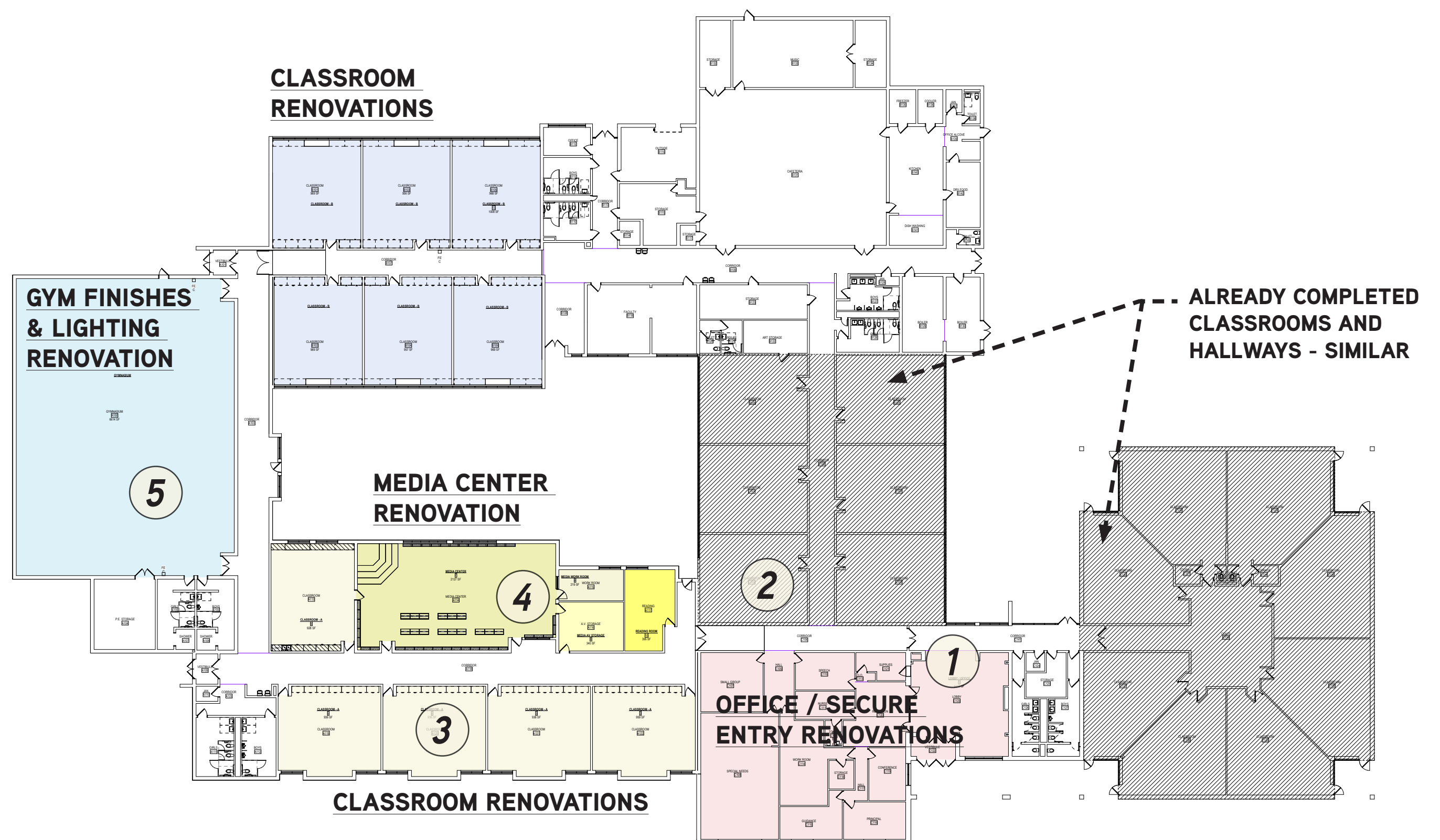




**PROJECT 'B' CONSTRUCTION  
BUDGET = \$3,085,500**

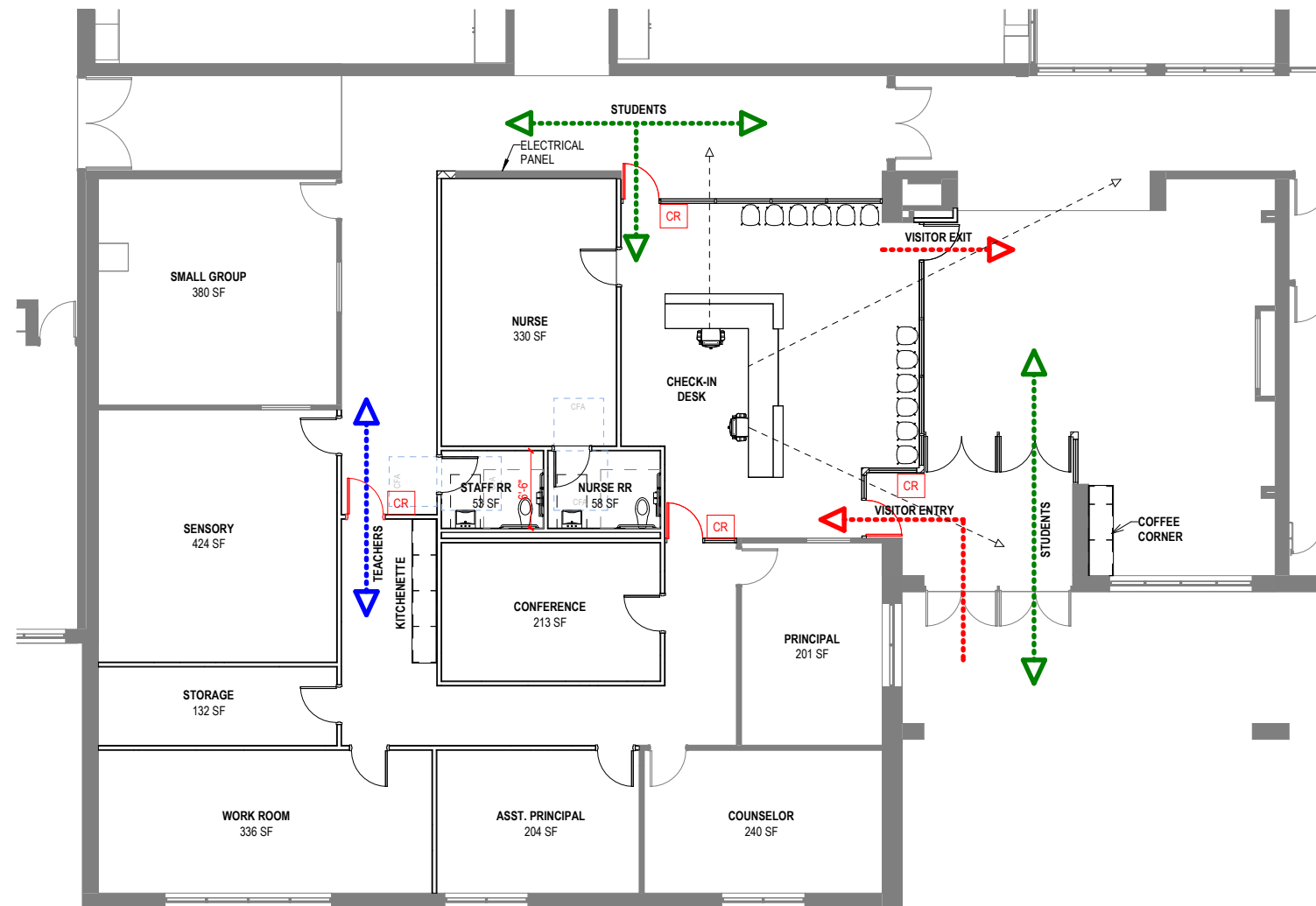
**--- LAKELAND PRIMARY SCHOOL - PROJECT 'B'**

**PROJECT 'B' - LAKELAND PRIMARY SCHOOL - SCOPE DIAGRAM**

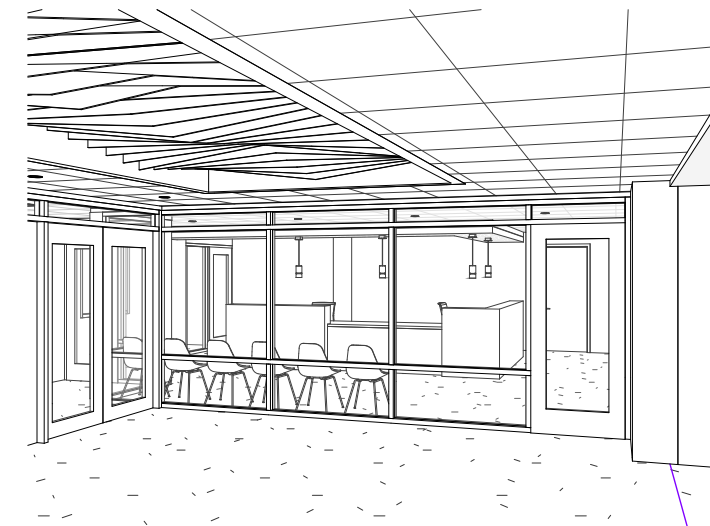


**PROJECT 'B' - LAKELAND PRIMARY SCHOOL - SCOPE DIAGRAM**





1 FRONT ENTRY - OPTION 1  
SCALE: 1/8" = 1'-0"



OPTION 1 - LOBBY TO RECEPTION



OPTION 1 - RECEPTION TO LOBBY

# PROJECT 'B' - LAKELAND PRIMARY SCHOOL - OFFICE SCHEMATIC DESIGN





EXISTING LOBBY / ENTRY



EXISTING CLASSROOM (RENOVATED)



EXISTING CLASSROOM (NOT YET RENOVATED)



EXISTING MEDIA CENTER



EXISTING GYMNASIUM

PROJECT 'B' - PRIMARY SCHOOL - EXISTING PHOTOS



1.20 SUMMARY OF MILESTONES

Due to the unpredictable nature of the evaluation period, the estimated dates below are subject to change.

Estimated RFP Dates	
Activity	Date
Publication of RFP	January 21 <sup>st</sup> & 28 <sup>th</sup>
Pre-Proposal Conference	January 22 – 11 am – Admin Building
Deadline to Submit Written Questions	January 30 by 5:00 eastern
Response to Written Questions/RFP Amendments	February 2nd by 5:00 eastern
Submission of Proposals	<del>Feb 4<sup>th</sup> 2026 by 3:00 PM EST</del> Feb 5th 2026 by 11 AM EST
The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.	
Proposal Evaluation	Beginning Feb 5th
Proposal Discussions/Clarifications (if necessary)	Beginning Feb 5th
Oral Presentations (if necessary)	Monday 9 <sup>th</sup> or Tuesday 10th
Best and Final Offers (if necessary)	TBD
RFP Award Recommendation	February 11th, 2026 – Board Mtg

SUMMARY OF MILESTONES FOR RFP

## 1. Lakeland Primary School

- a. Early Bid release – February 2<sup>nd</sup> – 2026 (mechanical units in classrooms)
- b. Out to bid – March 9<sup>th</sup>
- c. Bid Date – April 2<sup>nd</sup>
- d. Award Bids - ASAP
- e. Schools ends: May 29<sup>th</sup> 2026 – teacher last day June 1st
- f. School starts: August 13th 2026 – teachers report Aug 10th

## 2. Lakeland Jr/Sr. High School

- a. SD – Feb 16<sup>th</sup> (4 weeks)
- b. DD – March 16<sup>th</sup> (4 weeks)
- c. CD – May 8<sup>th</sup> (8 weeks)
- d. Out to Bid – May 13<sup>th</sup>
- e. Bid Date – June 16<sup>th</sup>
- f. Work for summer 2026 – demo, site development, temporary walls, etc.

*Jr/Sr Highschool schedule may shift to incorporate more time for collaboration with selected CMc.*

# SUMMARY OF DESIGN SCHEDULE

Estimated RFP Dates	
Activity	Date
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RFP Award Recommendation	February 11th, 2026 – Board Mtg