



AGENDA

Business Services Committee

John Benbow, Jr., Chairperson
Christopher Inda, Member
Jaime Sparkes, Member
John A. Krings, President

March 2, 2026

LOCATION: Board of Education Office, 510 Peach Street, Wisconsin Rapids, WI 54494
Conference Room C

TIME: 6:00 p.m.

- I. Call to Order
- II. Public Comment

Persons who wish to address members of the Committee may make a statement pertaining to a specific agenda item. The Committee Chair will establish limits for speakers due to time constraints. Comments made by the public shall be civil in content and tone. Speakers bear the personal risk if comments made are defamatory, slanderous, or otherwise harmful to another individual. Please remember that this is a Committee meeting of the Board open to the public, and not a public hearing.

III. Actionable Items

- A. Plunkett Raysich Architects (PRA) Standard form of Agreement - Approval
- B. CESA 5 Contract – Approval
- C. eRate - Wireless Access Points - Approval
- D. eRate - District Firewall Purchase – Approval
- E. Howe Elementary School Parking Lot Bid - Approval

IV. Updates and Reports

- A. Purchases - Update
- B. Donations - Update
- C. Mental Health America - Update
- D. School Finances vs Inflation - Update

V. Agenda Items

VI. Future Agenda Items

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at 715-424-6701, at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 715-424-6701.

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda **however, no deliberation or action will be taken by other Committees or the full Board of Education.**



Wisconsin Rapids Public School District - Board of Education
510 Peach Street
Wisconsin Rapids, WI 54494

(715) 424-6701

BACKGROUND

Business Services Committee

John Benbow, Jr., Chairperson
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LOCATION: Board of Education Office, 510 Peach Street, Wisconsin Rapids, WI 54494
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TIME: 6:00 p.m.

- I. Call to Order
- II. Public Comment
- III. Actionable Items

A. Plunkett Raysich Architects (PRA) Standard form of Agreement - Approval

PRA has worked with WRPS since 2003. In 2016, PRA worked with the district on a districtwide energy-efficiency project. Some of the projects included: a Wrestling/Gymnastics Addition at Lincoln High School (LHS), Locker Room improvements at LHS, Pool renovations at LHS, and food service renovations. There was an established fixed-fee amount aligned with the construction budget, covering architecture/engineering services and previously completed conceptual design and planning.

The next project with PRA was the referendum that passed in the spring of 2021. Some of the projects included: an update to the LHS Science classrooms; an addition to the LHS Library Media Center; a gymnasium at Think Academy; secure entrances to all buildings; and improvements to the district's data center. Each project had an established fee based on Miron-developed budgets, and we assigned a fixed fee.

Currently, PRA is working with the District and Miron Construction to prepare for a facilities study, develop high-level floor plans, establish a construction timeline, and create budget variables.

Because the AIA Document B133-2014 Agreement Between Owner and Architect, Construction Manager as Constructor has been updated by the AIA, we are proposing to create a new agreement, AIA Document B133-2019 Agreement Between Owner and Architect, Construction Manager as Constructor, and include the provisions of the 2014 agreement into the 2019 agreement. The proposed AIA agreement is for Long Range Planning/Referendum assistance in the amount of \$15,000.00 and for basic Architectural services after a successful referendum (see Attachment A).

The Administration recommends the acceptance of the AIA Document B133-2019, the Standard Form of Agreement Between Owner and Architect, with Plunkett Raysich Architects. This agreement encompasses Long Range Facility Planning, referendum assistance, and basic architectural services, contingent upon the successful passage of the referendum. The total fee for these services will be \$15,000.00, to be allocated from the 2026-27 buildings and grounds budget. Costs for basic architectural services will be determined on a project-by-project basis and will be funded through the proceeds of issued bonds.

B. CESA 5 Contract – Approval

The District purchases certain contracted educational services from CESA 5 annually and recommends continued participation in this program for the 2026-27 school year. The projected contract cost is \$489,699.05; however, the actual cost will be determined based on service usage. Specific services include membership fees, school improvement services, instructional support resources, hearing services, vision services, and alternative education programs (see Attachment B).

The Administration recommends approval of the proposed CESA 5 agreement for the 2026-27 school year, totaling \$489,699.05, to be paid from Flow-Through and other District accounts.

C. eRate - Wireless Access Points - Approval

The District currently has about 500 Wireless Access Points (APs) scattered throughout classrooms, offices, and common areas of all our buildings. Just under 300 of those APs will no longer be supported, effective at the end of July 2026. To ensure our students and staff have connectivity to all our educational tools and programs, we need to update our APs. The Technology Department will undergo a comprehensive reorganization of APs during the summer of 2026 to ensure that all locations have adequate wireless internet access. The Technology Department is submitting this purchase to the Federal eRate program for funding. If approved, the purchase will receive 80% reimbursement. The District is planning to purchase no more than 300 APs with 5 years of support. The Technology Department went through a significant bid process, receiving bids from over 10 vendors. As required by the eRate program, the District created a Bid Evaluation Matrix to select the product that best meets our needs. Through this process, the Technology Department selected the Mist APs submitted by Bytespeed (see Attachment C).

The administration recommends purchasing no more than 300 Mist AP34 wireless access points from Bytespeed at a cost not to exceed \$200,550.00 to be funded at 80% from the Federal eRate Program and 20% from the 2026-2027 District Technology Budget.

D. eRate - District Firewall Purchase - Approval

The District currently has two FortiGate firewalls that protect our network from bad actors seeking unauthorized access. The Firewalls will be 4 years old in July 2026. While the firewalls are still in operation, they require support and licensing contracts to continue. The cost of licensing and support for both firewalls would be very close to, and in some cases exceed, the cost of purchasing new firewalls with a 3-year support contract. Therefore, we are making some changes to our network that would require the purchase of one firewall, which will significantly reduce our costs, while maintaining our current bandwidth. The Technology Department is

submitting this purchase to the Federal eRate program for funding. If approved, the purchase will receive about a 44% reimbursement rate based on Federal eRate rules for firewalls. The Technology Department went through a significant bid process, receiving bids from 5 vendors. As required by the eRate program, the District created a Bid Evaluation Matrix to select the product that best fits our needs. Through this process, the Technology Department selected the Fortinet FortiGate 400F firewall submitted by Camera Corner Connecting Point (see Attachment D).

The administration recommends purchasing 1 Fortigate 400F firewall from Camera Corner Connecting Point at a cost of \$25,025.00 to be funded at 44% from the Federal eRate Program and 54% from the 2026-2027 District Technology Budget.

E. Howe Elementary School Parking Lot Bid - Approval

POB received bids from six contractors to construct the Howe Elementary parking lot. Red Run submitted the lowest bid of \$759,250.00. Other project costs include Robinson Brothers' demolition of the church for \$227,675.00, POB design and oversight costs of \$152,814.00, a crosswalk beacon for \$23,357.00, and Clark Deitz lighting and electrical plan costs of \$13,900.00. The total estimated cost of the project is \$1,176,997.00 (see Attachment E).

The Administration recommends approval of the Howe Elementary parking lot estimate of \$1,176,997.00. The full cost will be paid from the district's capital improvement fund for the 2024-25, 2025-26, and 2026-27 school years.

IV. Updates and Reports

A. Purchases - Update

Copies of the following invoices, bid specs, and purchase orders will be reviewed:

- Arbiter - \$10,000.00 - LHS Athletic Budget - Official Payments
- AssetWorks - \$17,000.00 - Flow Through Budget - Special Education Compliance Software
- Bloocket LLC - \$13,125.00 - Common School Library Fund - Interactive Learning Platform
- Boys & Girls Club - \$85,000.00 - Community Service Fund - After School Program
- Capstone - \$11,893.85 - Common School Library Funds - Pebble Go Yearly Subscription
- City of WI Rapids - \$20,477.76 - Community Service Fund - Police Liaison Officers
- Hooper - \$19,865.00 - B&G Budget - Water Heater Installation Mead
- PDS - \$10,675.00 - Technology Referendum Budget - Chrome Management
- PDS - \$92,400.00 - Technology Referendum Budget - Chromebooks
- PDS - \$89,040.00 - Referendum Technology Budget - Student Chromebooks
- Point of Beginning - \$10,795.00 - Capital Projects Fund - Howe Parking Lot
- Presentation Solutions Inc - \$18,999.75 - Common School Library Funds - Poster & Banner Maker
- Wolosek - \$38,551.25 - B&G Budget - Snow Plowing

B. Donations - Update

- Wisconsin Tavern League - \$500.00 - Angel Fund
- St. Luke's Evangelical Lutheran Church - \$1,500.00 - Angel Fund
- Team Rapids - \$278.00 - Cab Vouchers

C. Mental Health America - Update

The district has been approved for the \$3,600.00 Mental Health America Suicide Prevention Grant. The grant is designed to enhance mental health support and suicide prevention efforts in schools. The grant aims to implement peer-to-peer support programs in schools to promote mental health awareness, reduce stigma, and prevent suicide among students. The program primarily focuses on middle and high school students, providing them with the tools and resources to support their peers (see attachment F).

D. Moody's Credit Rating - Update

The Wisconsin Rapids Public School District has successfully retained its Aa3 credit rating, signifying robust financial health and effective management practices. This rating indicates a low credit risk and positions the district favorably for future borrowing. Factors contributing to this rating include a solid fund balance and prudent budgeting practices. The district's commitment to fiscal responsibility and strategic planning has been recognized by credit agencies, enhancing its ability to secure favorable financing terms. Continued monitoring of economic conditions and proactive financial strategies will be essential to sustaining this positive credit rating (see attachment G).

V. Agenda Items

Committee members will be asked to indicate which agenda items from the Committee meeting will be included on the consent agenda for the regular Board of Education meeting.

VI. Future Agenda Items


AIA® Documen **33 20 9**
Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Fourth day of November in the year Two Thousand and Twenty-Five

BETWEEN the Architect's client identified as the Owner:

Wisconsin Rapids Public Schools
510 Peach Street
Wisconsin Rapids, WI 54494
Telephone No.: 715 424-6700

and the Architect:

Plunkett Raysich Architects, LLP
2310 Crossroads Drive, Suite 2000
Madison, WI 53718
Telephone Number: 608 240-9900

for the following Project:

PRA Project Number: 240334

- 01 Provide Long Range Planning Services
- 02: Provide Referendum Planning Services to determine the scope and project budget for referendum passage.
- 03: Provide Architectural Services for the implementation of the successful referendum projects.

The Construction Manager (if known):

Miron Construction Co., Inc.
1471 McMahan Drive
Neenah, WI 54956
Telephone No.: 920-969-7000

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; 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; and A134–2019™ 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 without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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(1096443209)

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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.

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

As determined by approved referendum.

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

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

(Paragraph deleted)

The total project cost is established upon confirmation by the Construction Manager.

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

.1 Design phase milestone dates, if any:

As determined by PRA and Construction Manager

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

Init.

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§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

- 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.
- AIA Document A134–2019, 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 without a Guaranteed Maximum Price.

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

Bid packages will be issued for each phased project.

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:

Not Applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect 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 Architect 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.

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

Ronald Rasmussen
Principal
Wisconsin Rapids Public Schools
510 Peach Street
Wisconsin Rapids, WI 54494
Telephone No.: 715 424-6700

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

Unknown at time of execution of Agreement

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

- .1 Construction Manager:
Miron Construction Co., Inc.
1471 McMahon Drive
Neenah, WI 54956
Telephone No.: 920-969-7000
- .2 Land Surveyor:
To Be Determined
- .3 Geotechnical Engineer:

Init.

To Be Determined

.4

(Paragraphs deleted)

Other consultants and contractors:

Not Applicable

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

Steven A. Kieckhafer, AIA, NCARB
Partner
Plunkett Raysich Architects, LLP
2310 Crossroads Drive
Suite 2000
Madison, WI 53718
Telephone Number: 608 478-4012
Email Address: skieckhafer@prarch.com

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

(Paragraph deleted)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To Be Determined

.2 Mechanical Engineer:

To Be Determined

.3 Electrical Engineer:

To Be Determined

§ 1.1.12.2 Consultants retained under Supplemental Services:

To Be Determined

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

Not Applicable

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

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) 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.

§ 2.6.3 The Architect 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 such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million (\$ 5,000,000) per claim and Five Million (\$ 5,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect 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 Architect'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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary architectural, interior design, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The 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 Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect will attend two (2) review or approval meeting(s) such as: planning commission; council, building board or public hearings; fire department; office park development; and urban design review. Time in connection with additional meetings will be considered Additional Services. The Architect shall be compensated for such Additional Services as indicated under Article 11.2 and / or Article 11.3.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.9 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect

discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

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

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

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

(Paragraph deleted)

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

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

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

§ 3.3.9 The Architect will limit the number of design alternatives provided under this Agreement to three (3).

§ 3.3.10 A maximum (To be determined and inserted via amendment after a successful referendum) client meetings during the Schematic Design Phase are included in Basic Services. Time in connection with additional meetings will be considered Additional Services. The Architect shall be compensated for such Additional Services as indicated under Article 11.2 and / or Article 11.3.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

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

§ 3.4.4 A maximum of (To be determined and inserted via amendment after a successful referendum) client meetings during the Design Development Phase are included in Basic Services. Time in connection with additional meetings will be considered Additional Services. The Architect shall be compensated for such Additional Services as indicated under Article 11.2 and / or Article 11.3.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

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

§ 3.5.6 A maximum of (To be determined and inserted via amendment after a successful referendum) client meetings during the Construction Document Phase are included in Basic Services. Time in connection with additional meetings will be considered Additional Services. The Architect shall be compensated for such Additional Services as indicated under Article 11.2 and / or Article 11.3.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work. The Architect will not be responsible for or pay for any additional cost of omitted materials or betterments.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work known not to conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s observations of the Work shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect, at an additional fee shall, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Paragraph deleted)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Not Provided
§ 4.1.1.3 Fast Track Services - Multiple Bid Packages	Architect
<i>(Row deleted)</i>	
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided

(Row deleted)

§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Architect – Basic Services
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Cost estimating	Not Provided
§ 4.1.1.13	On-site project representation	Not Provided
§ 4.1.1.14	Conformed documents for construction	Not Provided
§ 4.1.1.15	As-designed record drawings	Not Provided
§ 4.1.1.16	As-constructed record drawings	Architect
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect’s coordination of the Owner’s consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Architect
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Historic preservation	Not Provided
§ 4.1.1.26	Furniture, Furnishings, and Accessories	Architect
<i>(Row deleted)</i>		
§ 4.1.1.27	Other services not specifically included as a Basic Service Under Article 3 above	Owner
§ 4.1.1.28	Attendance at municipal, plan commission, School Board, meetings beyond the number in Article 3.1.7.	Architect
§ 4.1.1.29	Photo Realistic Renderings	Architect
<i>(Row deleted)</i>		
§ 4.1.1.30	Theatrical Consultant	Architect
§ 4.1.1.31	Acoustical Consultant	Architect
§ 4.1.1.32	Audio / Visual Consultant	Architect
§ 4.1.1.33	Aquatics Consultant	Architect
§ 4.1.1.34	Food Service Consultant	Architect

§ 4.1.2 Description of Supplemental Services

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

(Paragraph deleted)

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 or any service not specifically enumerated under Article 3 above shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

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

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; total combined time spent by the Architect or their Consultant over eight (8) hours is considered excessive; or
- .5 Evaluating substitutions or Value Engineering changes proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 (This number will be determined after a successful referendum and inserted via contract amendment) visits to the site by the Architect during construction
- .3 One (1) on-site observation of the Work for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) observations for any portion of the Work to determine final completion

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

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

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

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

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

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

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

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

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

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

§ 5.17 The Owner shall make available a staff person or retain a consultant to furnish a list of new and reused equipment to the Architect. The listing shall have attachments which describe relocation or installation criteria such as floor loading characteristics, ceiling support requirements, noise and radiation shielding, vibration damping, electrical and emergency

power requirements, plumbing and gas piping requirements, ventilation and exhaust requirements and rough opening sizing and servicing clearances for all Owner-supplied equipment. In the absence of Owner-supplied information, the Architect will field measure and verify the above as an Additional Service.

§ 5.18 The Owner shall furnish services for civil engineering. The Civil Engineer shall show stormwater ponds, including size and location, site grading, balanced cut and fill calculations, roads, walks and parking lots. After coordinating his work with the plumbing engineers, the Civil Engineer shall indicate the location and size of site utilities. The Civil Engineer shall also indicate the size and location of all wetland areas on the site, if any.

§ 5.19 The Owner shall provide information regarding the existing facility, including destructive testing and investigation of concealed conditions, in a timely manner. In the event documentation or information furnished by the Owner is inaccurate or incomplete, any resulting damages, losses and expenses including the cost of the Architect's Change in Services or Additional Services, shall be borne by the Owner.

§ 5.20 If the Owner does not provide documentation or information beyond that which is apparent by non-intrusive observations of the existing facility and the Owner does not perform destructive testing or investigate concealed or unknown conditions, the Owner shall assume sole responsibility, including the cost of Change in Services or Additional Services of the Architect, if any, for all unknown or concealed conditions that are encountered during construction that require changes in the design or construction of the project.

§ 5.21 The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of inaccurate or incomplete documentation or information furnished by the Owner.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed, coordinated or specified by the Architect. Examples include all structural, mechanical, electrical, fire protection, civil, landscape work, audio/visual design and acoustical design and the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner.

§6.1.1 Major alternates that are excluded from the actual Construction Contract shall be included in Cost of the Work. Examples include alternate finishes, materials, system, or products which are used to bring costs into budget or change the scope of Work to reduce the Construction Construct amount.

§ 6.1.2 The Cost of Work includes the value of sales tax not paid and the value of all Owner-supplied or donated labor and materials. The Cost of the Work also, includes the cost of MAJOR FIXED equipment such as fixed laboratory equipment, dialysis equipment, laundry equipment, hydrotherapy equipment, elevator equipment fencing, food service equipment, walk-in, recessed and pass-through refrigerators, storage units, library furnishings, and shelving, casework, high density filing systems, hoods, chillers, generators, communication equipment, dark room equipment, welding booths, vault doors, security windows and systems, laminar flow and fume hoods, lockers, white boards, gym, stage, mechanical and electrical equipment.

§ 6.1.3 The Cost of Work shall include an Owner's contingency fund of 5% of the total estimated Construction Cost of this Project in addition to the Construction Manager's estimate of Construction Cost. The purpose of this fund will be to pay for any unanticipated changes that occur during the course of the design and construction of the Project.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the

Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing 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 Architect and the Construction Manager shall work together to reconcile the cost estimates.

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

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants

from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 6 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.1.4 To the fullest extent permitted by law, Architect and Owner waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Architect, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.

§ 8.1.5 The Owner hereby agrees that its recovery for any and all legal, equitable or other claims in tort, contract or otherwise, including, without limitation, demands, setoffs, defenses, contracts, liabilities, actions, causes of action, claims, damages, harms, injuries, costs, debts, obligations, attorneys' fees, losses, expenses and compensation arising out of or relating to this Agreement shall be strictly limited to fees received in payment by the Architect from the Owner.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by litigation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or

entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

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

(Paragraph deleted)

Litigation in a court of competent jurisdiction

(Paragraphs deleted)

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Init.

Ten Thousand Dollars (\$10,000)

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

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

§ 9.10 Because of substantial costs incurred by the Architect to stop and restart a project once it is underway, should this Project's progress be halted at any time for 30 or more days by the Owner, for any reason, a project restart fee of 10% of the total fee earned to date, will be due and payable immediately.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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

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

§ 10.4.1 The Architect will be totally indemnified on all certifications which are required to be signed on behalf of the Owner during the course of the Project.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit to Plunkett Raysich Architects, LLP as the Designer in all publicity, presentation and public relation activities which mention the name of the facility. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

§ 10.10 The Architect will not stamp drawings produced for any phase of this Project, or sign a Substantial Completion Statement under the terms of this Agreement until all invoices billed up to that point in the Project have been paid in full.

§ 10.11 The Architect accepts no liability for any plans or specifications produced under this Agreement until such drawings are stamped as approved by all relevant building department officials.

§ 10.12 Any hazardous waste or asbestos required to be removed, encapsulated or otherwise contained during the course of this Project will result in compensation to the Architect equaling 3.0 times above normal customary hourly billing rates for any plans, specification, or construction observation services provided. The Architect will additionally be indemnified from any and all liability associated with the removal, encapsulation or containment of hazardous waste or asbestos.

§ 10.13 As a result of doing business with the Federal Government, they require that the following provisions be added to all of our contracts. Contractor and Subcontractor refers to the Architect.

This contractor and subcontractor shall abide by the requirements of 41 CFR sections 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their SEQ CHAPTER \h \r 1 race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

This contractor and subcontractor shall abide by all provisions of Executive Order 13496 and all relevant rules, regulations, and orders in regard to Executive Order 13496.

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum of:

(Paragraphs deleted) 240334-01: Long Range Planning fee of Thirteen Thousand Dollars (\$13,000)

(Paragraph deleted)

240334-02: Referendum Planning Services Fee of Two Thousand Dollars (\$2,000)

240334-03:

Range (Per Project)	Fees for New Construction	Fees for Addition & Renovation
\$0 - \$1,000,000	Hourly	Hourly
\$1,000,001 - \$5,000,000	6.50%	6.89%
\$5,000,001 - \$10,000,000	6.00%	6.39%
\$10,000,001 - \$20,000,000	5.50%	5.89%
\$20,000,001 - \$30,000,000	5.25%	5.64%
\$30,000,001 - \$40,000,000	5.00%	5.39%
\$40,000,000 - \$50,000,000	4.75%	5.00%
\$50,000,001 - \$60,000,000	4.50%	4.75%
\$60,000,001 - \$70,000,000	4.25%	4.50%
\$70,000,001 - \$80,000,000	4.25%	4.50%

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

§ 4.1.1.3	Fast-track design services	\$20,000 Per Bid Packages over one (1)
§ 4.1.1.8&9	Civil engineering and Landscape design	TBD per Article 11.4
§ 4.1.1.16	As Constructed Record Drawings	Hourly per Article 11.3
§ 4.1.1.21	Telecommunication and Planning	TBD per Article 11.4
§ 4.1.1.26	Furniture, Fixtures and Accessories	TBD
§ 4.1.1.29	3D Revit or Sketch-Up Renderings	\$ 2,500 Minimum, plus applicable sales tax
§ 4.1.1.30	Theatrical Consultant	TBD per Article 11.4
§ 4.1.1.31	Acoustical Consultant	TBD per Article 11.4
§ 4.1.1.32	Audio / Visual Consultant	TBD per Article 11.4
§ 4.1.1.33	Aquatics Consultant	TBD per Article 11.4
§ 4.1.1.34	Food Service Consultant	TBD per Article 11.4

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

Based upon the hourly rates stated in Section 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20%), or as follows:

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

Schematic Design Phase	Twenty-Two	percent (22	%)
Design Development Phase	Twenty-Eight	percent (28	%)
Construction Documents Phase	Thirty-Five	percent (35	%)
Construction Phase	Fifteen	percent (15	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

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

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

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraph deleted)

Hourly billing rates as of June 2025, subject to annual review

Employee or Category	Rate (\$0.00)
Marketing Coordinator	\$105.00
Administrative Assistant	\$115.00
Sr. Administrative Assistant – Project Coordinator	\$150.00
Dental Planner	\$240.00
Interior Designer I	\$115.00
Interior Designer II	\$150.00
Interior Designer III	\$160.00
Senior Interior Designer	\$180.00
Interior Design Manager	\$175.00
Director of Interior Design	\$230.00
Intern	\$105.00
Project Specialist I	\$135.00
Project Specialist II	\$140.00
Project Specialist III	\$150.00
Architect	\$175.00
Design Architect	\$185.00
Project Executive	\$205.00
Production Executive	\$210.00
Project Architect	\$230.00
Senior Project Executive	\$240.00
Sr. Project Architect; BIM Content & Standards	\$220.00
Senior Project Architect	\$240.00
Senior Construction Administrator – Architect	\$240.00
Studio Lead – Senior Project Manager	\$250.00
Project Manager	\$250.00
Director of Education Strategy	\$270.00
Construction Administrator	\$140.00
Construction Admin., QA & Spec. Manager	\$270.00
Senior Project Manager	\$275.00
Partner	\$285.00
Managing Partner	\$285.00

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents for periodic reviews, scans, courier services, electronic bid set management;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants times a multiplier of one hundred twenty percent (120%) of incurred expenses.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

Not Applicable

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

At the rate of One Percent (1.0%) per month

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.3 No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this Agreement. Should back-up data be requested it will be provided for an administrative fee of \$100 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data supplied.

§ 11.10.4 All invoices will be formatted as in the attached example provided in Exhibit "B".

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Paragraph deleted)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Building Information Modeling Exhibit, if completed:
- .3

(Paragraphs deleted)

Other documents:

Exhibit "B" Invoice Format

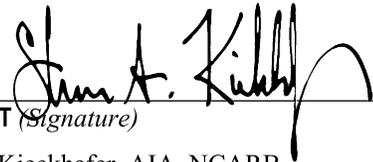
This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

John A. Krings
 School Board President
 Wisconsin Rapids Public Schools
(Printed name and title)

ARCHITECT *(Signature)*

Steven A. Kieckhafer, AIA, NCARB
 Partner
 Plunkett Raysich Architects, LLP
(Printed name, title, and license number, if required)



BIM Execution Plan

BIM EXECUTION PLAN VERSION NUMBER: 001

DATE: November 4, 2025

PROJECT NAME:

PRA Project Number: 240334

-01 Provide Long Range Planning Services

(Paragraph deleted)

-02: Provide Referendum Planning Services to determine the scope and project budget for referendum passage.

-03: Provide Architectural Services for the implementation of the successful referendum projects.

PROJECT OWNER:

Wisconsin Rapids Public Schools
510 Peach Street
Wisconsin Rapids, WI 54494
Telephone No.: 715 424-6700

EXHIBIT NAME:

INTENDED GOALS FOR MODELS ON THE PROJECT:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be incorporated into an agreement between the Parties.

TABLE OF ARTICLES

1 PROJECT INFORMATION

2 DESIGNATED DELIVERY MILESTONES FOR MODEL VERSIONS

3 SOFTWARE REQUIREMENTS AND FILE EXCHANGE PROTOCOL

4 DATA SECURITY MEASURES

5 MODELING PROTOCOLS

6 MODEL MANAGEMENT PROTOCOLS

7 LEVELS OF DEVELOPMENT

8 RELIANCE AUTHORIZATION PROTOCOLS FOR INTERIM DELIVERABLES

9 IDENTIFICATION OF MODELS

10 OTHER BIM OR MODELING PROVISIONS

11 EXHIBITS AND ATTACHMENTS

The terms used in this BIM Execution Plan have the same meaning as those in the Exhibit.

This BIM Execution Plan may be updated, as appropriate, in accordance with the terms of the Exhibit.

ARTICLE 1 PROJECT INFORMATION

§ 1.1 Project Participants Directory

(Identify all Project Participants developing or using Models, their discipline or trade, and contact information for their key representatives.)

Project Participant (Firm or company name)	Discipline or Trade	Contact Name (Insert individual name and Project role or title)	Contact Information (Insert phone number, email address, and other contact information)
Plunkett Raysich Architects, LLP	Architectural	Steven Kieckhafer, AIA, NCARB	skieckhafer@prarch.com
Point of Beginning, Inc.	Civil	TBD	TBD

§ 1.2 Project Schedule

(Paragraph deleted)

§ 1.3 Existing Data

(Paragraph deleted)

ARTICLE 2 DESIGNATED DELIVERY MILESTONES FOR MODEL VERSIONS

Designated Delivery Milestones for Model Versions

(Paragraph deleted)

ARTICLE 3 SOFTWARE REQUIREMENTS AND FILE EXCHANGE PROTOCOL

§ 3.1 Modeling Software

(Paragraph deleted)

Software	Version	Other Information
Autodesk Revit	2025	Model shared via BIM360/ACC

§ 3.1.1 Modeling Software Updates. All Project Participants agree to coordinate software updates prior to making any Model file upgrades.

§ 3.2 Other Software Tools

Autodesk Construction Cloud, Newforma Project Center

§ 3.3 File Exchange Protocols

§ 3.3.1 The Project Participants agree to share their respective Model Portion updates as follows:

(Paragraph deleted)

- § 3.3.1.1 Cloud-Based Collaboration.** The Project Participants agree to use a cloud-based Modeling software platform for developing and sharing Models as follows:

Autodesk Construction Cloud, Managed by PRA, Published minimally weekly (day TBD)

- § 3.3.1.2 Separate Model Collaboration.** The Project Participants agree to use file sharing of separately developed Models, and shall develop and share their Model Portions as follows:

(Paragraphs deleted)

- § 3.3.1.3 Other:**

(Paragraph deleted)

§ 3.4 Collaboration Protocols. The Project Participants' protocols for the collaborative use of Models, if any, including communication protocols, method of decision tracking, and co-location requirements are as follows:

§ 3.4.1 Training and Support Parameters. The parameters for any training or support program(s) that will be implemented with respect to any collaboration protocols or technical requirements are as follows:

§ 3.4.2 Training and Support Costs. The Project Participants are each responsible for their respective software training and support, and associated costs, unless set forth below:

(Paragraph deleted)

ARTICLE 4 DATA SECURITY MEASURES

Data Security Measures. In addition to those data security measures identified in the Exhibit, the Project Participants agree to implement the following data security protocols:

(Paragraph deleted)

ARTICLE 5 MODELING PROTOCOLS

§ 5.1 Project Coordinates. Project coordinates, including Project north, true north angle, and physical horizontal and vertical location in real space, are set forth below. Project coordinates will not be changed without prior agreement from all Project Participants.

(Paragraph deleted)

§ 5.2 Model Data Subdivisions. Model Authors agree to reasonably minimize the subdivision of their Model Portion(s). Any changes to subdivided Model Portions shall be communicated to all Project Participants.

§ 5.3 Common Data Fields

(Paragraph deleted)

The sheet index will be populated from the linked models through the Architectural model. Only sheets to be issued shall have the "Appears In Sheet List" parameter checked.

§ 5.4 Construction Phasing. If the Project will be constructed in separate phases, then indicate the phases below. The Project Participants agree that Model phases will be consistent across all Models. If additional phases, or modifications to phases indicated below, are required, then all Project Participants agree to use any new or modified phases.

(Paragraph deleted)

§ 5.5 Sheets

(Paragraph deleted)

Sheet sizes to match Architect’s sheets, Title Block information to match Architect’s title block.

§ 5.6 Design Options

(Paragraph deleted)

§ 5.7 File Naming Conventions

File names to follow the (project number)_(abbreviated project description)_(4 character discipline)
ie 2xxxx-0x_proj_Arch

§ 5.8 Modeling Standards

(Paragraph deleted)

Modeling standards to follow guidelines set forth by AIA G204-2022 and Autodesk best practices.

ARTICLE 6 MODEL MANAGEMENT PROTOCOLS

§ 6.1 Responsibility

(Paragraph deleted)

Each discipline is responsible for performing continuous model management and maintenance following Autodesk best practices including, but not limited to, periodic auditing, purging, etc.

§ 6.2 Meetings

(Paragraph deleted)

Meeting Type	Project Stages or Phases	Frequency

§ 6.3 Quality Control and Model Health.

§ 6.3.1 Internal Quality Control. Each Project Participant is responsible for producing quality Model Portions that can be used and opened effectively by all other Project Participants. Project Participants will perform checks on their respective Model Portions pursuant to Section 6.3.1.1.

§ 6.3.1.1 Model Checking. The following checks should be performed by each Model Author to assure Model quality:
(Paragraph deleted)

§ 6.3.1.1.1 Visual Check. Perform a visual check to confirm that there are no unintended Model components and confirm design intent has been followed:

Each discipline is responsible for reviewing their own models weekly

§ 6.3.1.1.2 Interference Check. Detect problems within individual Model Portions and with the interface

between Model Portions where two building components clash, including where required clearances clash:

(Paragraph deleted)

PRA will review model coordination prior to each percent complete review

- § 6.3.1.1.3 Modeling Protocols Check.** Confirm that the protocols reflected in Article 5 of this BIM Execution Plan have been followed:

Each discipline is responsible for reviewing their own models weekly

- § 6.3.1.1.4 Model Integrity Check.** Check for items that affect the integrity of each Model Portion, such as corrupted Models, duplicated Model Elements, software warnings, Models with overly large file sizes, etc.:

Each discipline is responsible for reviewing their own models weekly

- § 6.3.1.1.5 Other:**

x

§ 6.3.2 External Quality Control. Upon receipt of another Project Participant’s Model Portion, Project Participants shall report to the Model Author any Model quality issues discovered. Model Authors shall promptly resolve reported Model quality issues and issue a new Version of the Model Portion.

ARTICLE 7 LEVELS OF DEVELOPMENT

§ 7.1 Level of Development Descriptions. The Level of Development (LOD) descriptions shall be as set forth in the Exhibit.

§ 7.2 The Project Participants intend to identify the LOD for Model Elements at Designated Delivery Milestones as follows:

(Paragraph deleted)

- AIA Document G205™–2022, Abbreviated Model Element Table

- AIA Document G204™–2022, Model Element Table

- Describe the LOD to be applied to Model Elements as follows:

§ 7.3 Level of Accuracy. The level(s) of accuracy used for Model Elements indicated as LOD 500 shall be as follows:

(Paragraph deleted)

LOD shall follow AIA G204 table for each phase. LOD 300 minimum will be required for most elements at final documents.

ARTICLE 8 RELIANCE AUTHORIZATION PROTOCOLS FOR INTERIM DELIVERABLES

For Interim Deliverables, Model Authors will authorize or limit reliance on Model Versions of their respective Model Portions as follows:

(Paragraph deleted)

ARTICLE 9 IDENTIFICATION OF MODELS

§ 9.1 Identification of Model Versions Enumerated as a Contract Document

(Paragraph deleted)

§ 9.2 Identification of Models or Model Portions not Enumerated as a Contract Document

(Paragraph deleted)

ARTICLE 10 OTHER BIM OR MODELING PROVISIONS

Other provisions related to BIM or Modeling are as follows:

ARTICLE 11 EXHIBITS AND ATTACHMENTS

(Paragraph deleted)



EXHIBIT B – B133

Company
 Address 1
 Address 2
 Address 3

Date
 Invoice No.
 Project No.

Attn: Recipient

Re: Project Name
 Estimated Construction Cost: \$0
 Architectural Fee at ____%: \$0
 Plus Reimbursable Expenses

For professional services rendered for the period from thru End Date

Fee Charges

Fee Description	Contract Amount	% Work To Date	Amount Earned	Previously Billed	Billed This Inv.
Schematics	0.00	0.00%	0.00	0.00	0.00
Design Development	0.00	0.00%	0.00	0.00	0.00
Construction Documents	0.00	0.00%	0.00	0.00	0.00
Construction Administration	0.00	0.00%	0.00	0.00	0.00
	0.00		0.00	0.00	0.00

Total Fee \$0.00

Reimbursable Expenses

Printing and Plotting	0.00
Plan Exam Fees	0.00
Postage/Shipping	0.00
Travel Expense	0.00

Total Reimbursable Expenses \$0.00

Total Current Billing \$0.00

Project Summary:

	Previous Billed	Current Period	To Date
A/E Fees	\$0.00	\$0.00	\$0.00
Reimbursables	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00



CESA 5 Contracted Services for the 2026-2027 School Year Wisconsin Rapids School District

*Amounts listed are based on current information and projected services to special education students.
Adjustments will be made when final information is available.*

		2026-2027		
General Services		Qty		Projected Cost
Operational Services				
MB01	CESA 5 District Membership Fee			\$2,432.97
SB01	School Business Office Management & Support	0	Staff Days	\$0.00
SB02	Mentoring for School Business Officials			\$0.00
IT01	Managed IT Services (Technology Support)	0	Staff Days	\$0.00

Professional Development and Program Support				
PD01	School Improvement Services			\$10,850.00
PD02	Curriculum or Reading Specialist	0	Staff Days	\$0.00
PD03	Coaching & Mentoring Consortium			\$0.00
PD04	Instructional Technology Support Service (ITSS)			\$0.00
PD05	Safe & Healthy Schools Consortium			\$0.00
CT01	Career & Technical Education Council			\$0.00
CT02	Career & Technical Education Leadership			\$0.00

Instructional Services & Related Support				
DE01	Driver Education	0	Student FTE	\$0.00
EL01	English Learner Services	0	Staff Days	\$0.00
LS01	Librarian Services	0	Staff Days	\$0.00
SN01	School Nursing Services	0	Staff Days	\$0.00

Other Services				

Special Education		Qty		Projected Cost
Instructional & Support Resources				
SP01	Special Education Center			\$900.00
SP02	Special Education Instructional Materials Center (SEIMC)			\$0.00

Consortium Classrooms				
SP03a	Consortium Classroom: Intensive Services	0	Student FTE	\$0.00
SP03b	Consortium Classroom: Visually Impaired	0	Student FTE	\$0.00
SP03c	Consortium Classroom: Project SEARCH	0	Student FTE	\$0.00

Key: **FTE** = Full Time Equivalent
Staff Days = Days of service (actual days may vary due to paid leave time or variations in school calendars)
UOS = Unit of Service (standard calculation used to deliver the services in each student IEP)
***** = Revision made with details in "Notes" section on page 2
SP01 = If your cost for SP01 Sp Ed Center is \$900, you only have access to Assistive Technology Resources

If you need clarification or additional information, please contact us at (608) 745-5416.



CESA 5 Contracted Services for the 2026-2027 School Year
Wisconsin Rapids School District

		2026-2027		
Special Education		Qty		Projected Cost
Hearing Services				
SP04	Audiology	494	UOS	\$29,047.20
SP05	Educational Sign Language Interpreter	0	FTE	\$0.00
SP06	Teacher of the Deaf & Hard of Hearing	796	UOS	\$50,768.88
Vision Services				
SP07	Orientation & Mobility Specialist	571	UOS	\$42,825.00
SP08	Teacher of the Visually Impaired	4025	UOS	\$301,875.00
Other Services				
SP09	Occupational Therapy	0	UOS	\$0.00
SP10	Physical Therapy	0	UOS	\$0.00
SP11	School Psychology Services	0	Staff Days	\$0.00
SP12	Speech & Language Pathologist	0	Staff Days	\$0.00
Other Instructional & Support Staff				
SP13	Special Education Teacher	0	Staff Days	\$0.00
SP14	Paraprofessional Services	0	Staff Days	\$0.00
Leadership & Administrative Support				
SP15	Director of Special Education	0	Staff Days	\$0.00
SP16	Special Education Secretary	0	Staff Days	\$0.00
SP17	Special Education Fiscal Management			\$0.00
SP18	Mentoring for Special Education Staff			\$0.00
Alternative Education Programs				
AE-CO-E	COMAN Elementary (Portage/Fort Winnebago)	0	Student FTE	\$0.00
AE-CO	COMAN (Portage/Fort Winnebago)	0	Student FTE	\$0.00
AE-CP-E	CPLC Elementary (Stevens Point)	0	Student FTE	\$0.00
AE-CP	CPLC (Stevens Point)	1	Student FTE	\$51,000.00
AE-JC	JCAP (Necedah)	0	Student FTE	\$0.00
AE-SC-E	SCAN Elementary (Reedsburg/Rock Springs)	0	Student FTE	\$0.00
AE-SC	SCAN (Reedsburg/Rock Springs)	0	Student FTE	\$0.00
TOTAL PROJECTED COST				\$489,699.05



Terms: Net 30

Quote

Quote ID: Q-111102-L3Q6

To:	Account Manager:
Wisconsin Rapids Public School Phil Bickelhaupt 2510 Industrial Street Wisconsin Rapids, WI 54494	John Tupa Phone: (218) 227-0449 Email: jtupa@bytespeed.com

Summary

Total Amount: \$200,550.00 E-rate SPIN: **143022706**

Should you decide to proceed with a ByteSpeed proposal for your e-rate process, please let us know so that we can provide you with a contract and bulk upload template.

Invoicing Options:

For Internal Connections (IC), ByteSpeed provides the option for both BEAR and Service Provider Invoicing (SPI). However, we only offer the BEAR option for Basic Maintenance of Internal Connections (BMIC) and Managed Internal Broadband Services (MIBS). We are here to assist applicants with all the necessary documentation required for the BEAR invoicing process.

The eligibility percentages for E-rate shared here are derived from manufacturer-provided information and are accurate to the best of our knowledge.

Details

Quantity	Product ID	Product	Price	Sub Total
1	PARTNERPRODU CT-3	INFRASTRUCTURE SOLUTIONS BY BYTESPEED		
1		Internal Connections - 100% ERate Eligible		
300	71J1460-5Y	ACCESS POINT, JUNIPER AP34, WIFI 6E, 2X2, BLE, MULTIGIG, 5 YR ERATE WIFI ASSURE, B-AP34-1S-5Y-E	\$668.50	\$200,550.00

SubTotal	\$200,550.00
Total Tax	\$0.00
Shipping	
Total	\$200,550.00

No installation or configuration included.

PLEASE NOTE:

We always strive to honor the pricing provided on every quote. Quoted pricing is based on current market conditions at the time it is issued. In the event of significant market changes or unforeseen circumstances prior to order fulfillment, final pricing may be subject to adjustment. Should this occur, ByteSpeed will communicate any changes promptly and work with you to minimize impact whenever possible.



We have prepared a quote for you

eRate 2026 - Fortinet

Quote # CCCP059076
Version 1

Prepared for:

Wisconsin Rapids School District

Phil Bickelhaupt
phillip.bickelhaupt@wrps.net

Sales Office:
 529 N. Monroe Avenue
 Green Bay, WI 54301
 (920) 435-5353
 www.cccp.com

Remit To:
 PO Box 7002
 Carol Stream, IL 60197-7002
 (920) 438-0316
 (920) 617-3508



FortiGates - 400F Options

Product Details	Qty	Price	Ext. Price
Camera Corner a division of ACP CreativIT SPIN # 143-02-2323			
We will do SPI			
FG-400F- FortiGate-400F Hardware plus 1 Year FortiCare Premium BDL-950-12 and FortiGuard Unified Threat Protection (UTP)	2	\$13,731.00	\$27,462.00
FG-400F- FortiGate-400F Hardware plus 3 Year FortiCare Premium BDL-950-36 and FortiGuard Unified Threat Protection (UTP)	2	\$25,025.00	\$50,050.00
FG-400F- FortiGate-400F Hardware plus 5 Year FortiCare Premium BDL-950-60 and FortiGuard Unified Threat Protection (UTP)	2	\$36,323.00	\$72,646.00

Subtotal: \$150,158.00

FortiGates - 700G Options

Product Details	Qty	Price	Ext. Price
FG-700G- FortiGate-700G Hardware plus 1 Year FortiCare Premium BDL-950-12 and FortiGuard Unified Threat Protection (UTP) - 1RU - 2x USB-A 3.0, 1x RJ45 Console, 1x 2.5/GE RJ45 HA, 1x GE Management, 8x 5/2.5/GE RJ45, 16x 1GE SFP, 4x 10GE SFP+ FortiLink, 4x 25/10GE SFP28/SFP+	2	\$27,712.00	\$55,424.00
FG-700G- FortiGate-700G Hardware plus 3 Year FortiCare Premium BDL-950-36 and FortiGuard Unified Threat Protection (UTP) - Gartner Magic Quadrant Leaders for both Network Firewalls and WAN Edge Infrastructure. Secure Networking with FortiOS for converged networking and secur	2	\$38,199.00	\$76,398.00
FG-700G- FortiGate-700G Hardware plus 5 Year FortiCare Premium BDL-950-60 and FortiGuard Unified Threat Protection (UTP) - Gartner Magic Quadrant Leaders for both Network Firewalls and WAN Edge Infrastructure. Secure Networking with FortiOS for converged networking and secur	2	\$55,445.00	\$110,890.00

Subtotal: \$242,712.00

Sales Office:
529 N. Monroe Avenue
Green Bay, WI 54301
(920) 435-5353
www.cccp.com

Remit To:
PO Box 7002
Carol Stream, IL 60197-7002
(920) 438-0316
(920) 617-3508



Professional Services

Product Details	Qty	Price	Ext. Price
Labor - Installation & Configuration of FortiGates	1	\$1,290.00	\$1,290.00

Subtotal: \$1,290.00

Sales Office:
529 N. Monroe Avenue
Green Bay, WI 54301
(920) 435-5353
www.cccp.com

Remit To:
PO Box 7002
Carol Stream, IL 60197-7002
(920) 438-0316
(920) 617-3508



eRate 2026 - Fortinet

Bill To:

Wisconsin Rapids School District

Phil Bickelhaupt
510 Peach Street
Wisconsin Rapids, WI 54494
(715) 422-6019
phillip.bickelhaupt@wrps.net

Ship To:

Wisconsin Rapids School District

Phil Bickelhaupt
510 Peach Street
Wisconsin Rapids, WI 54494
(715) 422-6019
phillip.bickelhaupt@wrps.net

Quote Information:

Quote #: CCCP059076

Version: 1
Delivery Date: 01/29/2026
Expiration Date: 02/27/2026

Sales Rep:
Chris Lecher
Chris.Lecher@cccp.com

IMPORTANT: Any legal document should refer to us as ACP CreativIT, LLC d/b/a Camera Corner Connecting Point or CCCP.

All current and future pricing is subject to change without notice due to rapidly evolving market conditions. These conditions include, but are not limited to, tariff actions, supply chain disruptions, and vendor cost adjustments. Please note: current demand for hard drives and memory—driven by massive AI data center expansion—is causing availability constraints and price increases. The situation remains highly fluid; however, please be assured that any price adjustments will occur only if our costs increase due to vendor changes and market conditions. Any change in price will be clearly communicated prior to the order being placed with our distributors. We appreciate your patience and understanding as this situation plays out.

Additionally, all deliveries, especially LFD (Large Format Displays)/TV's, need to be opened, turned on and inspected thoroughly for concealed damage within 5 days of receipt to ensure full value replacement. Orders converted from this quote, as authorized by the customer, acknowledges the customer has read our Return Policies and Conditions located on the Company Info page of the ACP CreativIT website www.acpcreativit.com

Please note: Quotes do not reflect tax. Shipping, handling, and other fees may apply. Contact your Account Executive with any questions. We reserve the right to cancel orders arising from pricing or other errors.

BID RESULTS SUMMARY
WISCONSIN RAPIDS PUBLIC SCHOOLS
25.0138 HOWE ELEMENTARY SCHOOL PARKING LOT
 2/18/2026 PRELIM

INCLUDED IN SUBTOTAL



CONTRACT A - SITE	RED RUN	ALTMANN	EARTH	ASCENT	ELLIS	MILIS
BID BOND	X	X	X	X	X	X
BASE BID	\$759,250	\$876,500	\$896,871	\$944,400	\$957,000.00	\$1,124,140
UNIT PRICE 1 - UNSUITABLE MATERIALS (CY)	\$18.00	\$18.50	\$22.00	\$20.00	\$37.00	\$38.00
UNIT PRICE 2 - IMPORTED MATERIALS (CY)	\$35.00	\$18.50	\$38.00	\$37.67	\$22.00	\$38.00
VOLUNTARY	NONE	NONE	-\$10,000	NONE	NONE	-\$60,000
IN-KIND	NONE	-\$5,000	-\$2,500	-\$2,000	NONE	NONE
POST-BID COSTS						
BID TOTAL	\$759,250	\$871,500	\$894,371	\$942,400	\$957,000	\$1,124,140

ALLOWANCES	\$23,357	
CROSSWALK BEACON (APPROXIMATE)	\$23,357	CONSIDER HARDWIRED?

SUBTOTAL	\$782,607
CONTINGENCY (10%)	\$78,261
GENERAL CONDITIONS (1%)	\$7,826
INVESTIGATION (LUMP SUM)	\$19,845
DESIGN/BIDDING (LUMP SUM)	\$14,300
CONSTRUCTION (4%)	\$31,304
CONTRACT AMENDMENT 1 (LUMP SUM)	\$2,000
CONTRACT AMENDMENT 2 (LUMP SUM)	-\$722
CLARK DIETZ (LUMP SUM)	\$13,900

TOTAL	\$949,322
--------------	------------------

CHURCH DEMOLITION	\$227,675
--------------------------	------------------

OVERALL TOTAL	\$1,176,997
----------------------	--------------------

BUDGET	\$1,000,000
VARIANCE	\$176,997



2/2/2026

Elizabeth Van Berkel Grosskopf
 Wisconsin Rapids Area MS
 510 Peach Street
 Wisconsin Rapids, WI 54494

Dear Elizabeth Van Berkel Grosskopf,

Thank you for applying to Mental Health America of Wisconsin's 2025-2026 Peer-to-Peer Suicide Prevention Grant. The status of your school's application is as follows:

<u>Program Name</u>	<u>Advisor/Project Contact</u>	<u>Status</u>	<u>Amount</u>
Hope Squad at Wisconsin Rapids Area MS	Elizabeth Van Berkel Grosskopf	Fully Funded	\$ 3600

Grantees are expected to complete brief quarterly surveys and an End-of-Year Report Survey, which will be sent in May. The year-end report survey must be submitted to MHA at the completion of the project, no later than **June 30, 2026**. Invoices, W-9, and supporting receipts must be submitted to MHA by **June 30, 2026**. Funds will be reimbursed to the school after ALL documentation has been submitted at the end of the school year. Funds will not roll over into the next school year.

Please share this grant award notification with your school business manager, Aaron Nelson (aaron.nelson@wrps.net). To confirm your acceptance of this grant, please follow up with a letter of support from your school or school district's leadership within 30 days sent to Kelsey Van Hoorn (kelsey@mhawisconsin.org).

Visit our PSW website (<https://www.preventsuicidewi.org/schools-youth>) for additional resources on implementing youth peer-to-peer programs and information on youth suicide prevention for schools.

If you have any questions about this notification, contact Kelsey Van Hoorn at kelsey@mhawisconsin.org.

Thank you for the role you play in building protective factors and preventing suicide among Wisconsin youth.

Sincerely,

A handwritten signature in black ink that reads 'Kelsey Van Hoorn'. The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Kelsey Van Hoorn (she/her), MPH
 Zero Suicide Program Coordinator
 Mental Health America of Wisconsin

ISSUER COMMENT

20 February 2026

RATING

Issuer Rating ¹

Aa3 No Outlook

Analyst Contacts

Nathan Carley +1.312.706.9958
 AVP-Analyst
 nathan.carley@moodys.com

Gera M. McGuire +1.312.706.9977
 Associate Managing Director
 gera.mcguire@moodys.com

CLIENT SERVICES

Americas 1-212-553-1653

Asia Pacific 852-3551-3077

Japan 81-3-5408-4100

EMEA 44-20-7772-5454

Wisconsin Rapids School District, WI

Update to credit metrics

Issuer profile

Wisconsin Rapids School District is located primarily in Wood and Portage Counties in central Wisconsin, approximately 110 miles north of Madison.

Key indicators

Exhibit 1

Wisconsin Rapids School District, WI

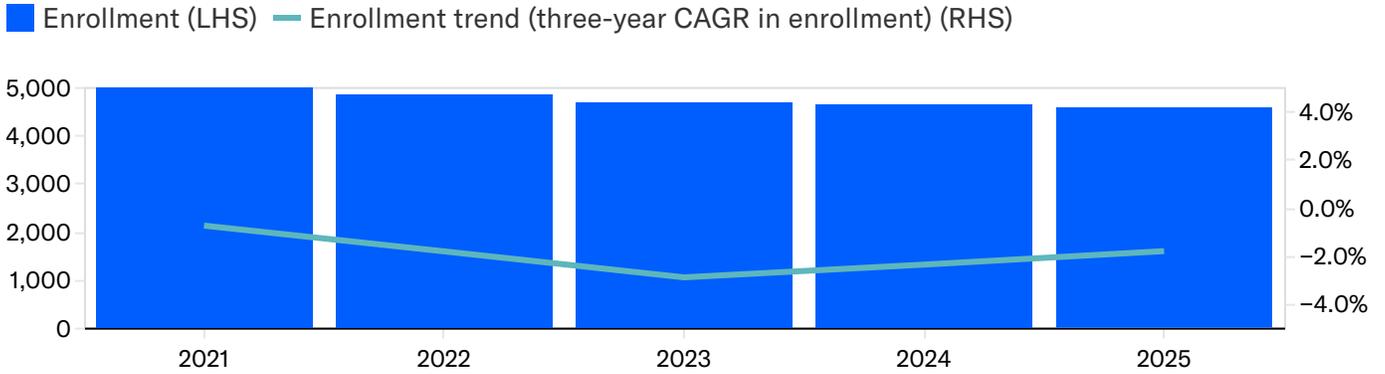
	2022	2023	2024	2025	Aa Medians
Economy					
Resident income	92.7%	94.1%	N/A	N/A	118.5%
Full value (\$000)	\$2,736,104	\$3,100,948	\$3,490,720	\$3,755,028	\$4,184,901
Population	35,731	35,724	N/A	N/A	32,217
Full value per capita	\$76,575	\$86,803	N/A	N/A	\$123,578
Enrollment	4,838	4,678	4,637	4,578	4,143
Enrollment trend	-1.8%	-2.9%	-2.4%	-1.8%	-1.0%
Financial performance					
Operating revenue (\$000)	\$82,648	\$85,348	\$87,493	\$86,167	\$76,434
Available fund balance (\$000)	\$14,680	\$18,090	\$18,966	\$19,204	\$21,177
Net cash (\$000)	\$14,856	\$13,638	\$14,337	\$14,931	\$26,035
Available fund balance ratio	17.8%	21.2%	21.7%	22.3%	29.2%
Net cash ratio	18.0%	16.0%	16.4%	17.3%	35.9%
Leverage					
Debt (\$000)	\$47,989	\$38,822	\$30,868	\$23,329	\$52,318
ANPL (\$000)	\$114,930	\$56,403	\$55,655	\$36,346	\$107,625
OPEB (\$000)	\$25,586	\$20,891	\$19,890	\$18,766	\$8,874
Long-term liabilities ratio	228.1%	136.1%	121.6%	91.0%	301.4%
Implied debt service (\$000)	\$1,251	\$3,352	\$2,697	\$2,136	\$3,696
Pension tread water (\$000)	\$1,125	\$2,911	\$2,465	N/A	\$1,705
OPEB contributions (\$000)	\$1,798	\$2,370	\$1,786	\$1,693	\$363
Fixed-costs ratio	5.0%	10.1%	7.9%	7.3%	9.8%

For definitions of the metrics in the table above please refer to the [US K-12 Public School Districts Methodology](#) or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published [K12 Median Report](#).

Sources: US Census Bureau, Wisconsin Rapids School District, WI's financial statements and Moody's Ratings

Economy

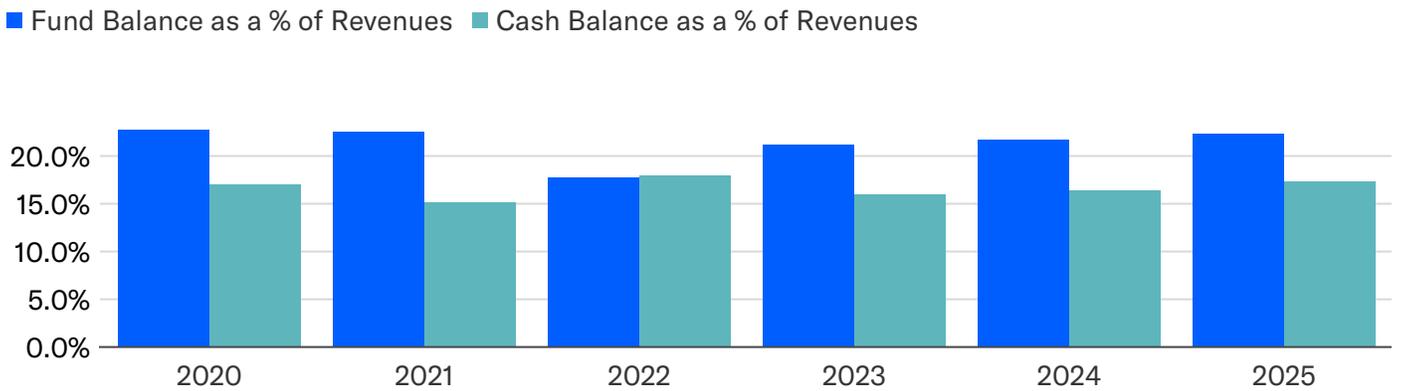
Exhibit 2
Enrollment



Source: Moody's Ratings

Financial performance

Exhibit 3
Financial Trends



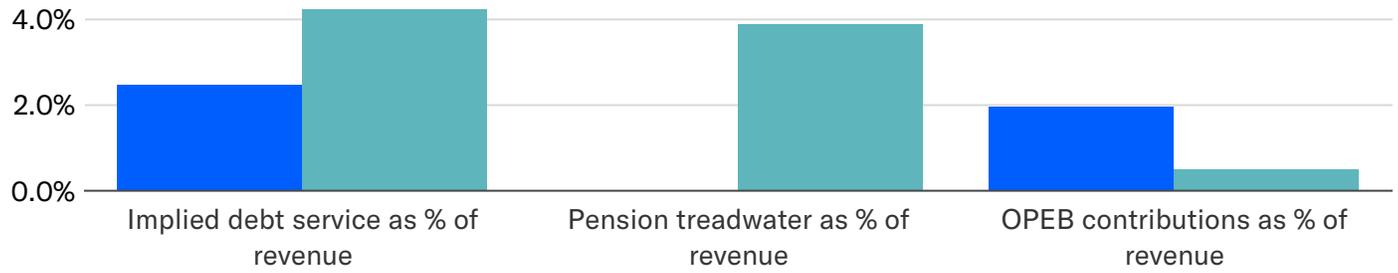
Source: Moody's Ratings

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on <https://ratings.moody.com> for the most updated credit rating action information and rating history.

Leverage

Exhibit 4
Fixed costs components

■ Wisconsin Rapids School District, WI ■ Aa3 Median



Source: Moody's Ratings

Appendix

Exhibit 5

Key Indicators Glossary

	Definition	Source
Economy		
Resident income	Median Household Income (MHI), adjusted for Regional Price Parity (RPP), as a % of the US	MHI: American Community Survey (US Census Bureau) RPP: US Bureau of Economic Analysis
Full value (\$000)	Estimated market value of taxable property accessible to the district	State repositories, district's audited financial reports, offering documents or continuing disclosure
Population	Population of school district	American Community Survey (US Census Bureau)
Full value per capita	Full value / population of school district	
Enrollment	Student enrollment of school district	State data publications
Enrollment trend	3-year Compound Annual Growth Rate (CAGR) of Enrollment	State data publications; Moody's Ratings
Financial performance		
Operating revenue (\$000)	Total annual operating revenue in what we consider to be the district's operating funds	Audited financial statements
Available fund balance (\$000)	Committed, assigned and unassigned fund balances in what we consider to be the district's operating funds	Audited financial statements
Net cash (\$000)	Net cash (cash and liquid investments minus short-term debt) in what we consider to be the district's operating funds	Audited financial statements
Available fund balance ratio	Available fund balance / Operating Revenue	Audited financial statements
Net cash ratio	Net Cash / Operating Revenue	Audited financial statements
Leverage		
Debt (\$000)	District's direct gross debt outstanding	Audited financial statements; official statements
ANPL (\$000)	District's pension liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Ratings
OPEB (\$000)	District's net other post-employment benefit (OPEB) liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Ratings
Long-term liabilities ratio	Debt, ANPL and OPEB liabilities as % of operating revenue	Audited financial statements, official statements; Moody's Ratings
Implied debt service (\$000)	Annual cost to amortize district's long-term debt over 20 years with level payments	Audited financial statements; official statements; Moody's Ratings
Pension tread water (\$000)	Pension contribution necessary to prevent reported unfunded pension liabilities from growing, year over year, in nominal dollars, if all actuarial assumptions are met	Audited financial statements; Moody's Ratings
OPEB contributions (\$000s)	District's actual contribution in a given period, typically the fiscal year	Audited financial statements; official statements
Fixed-costs ratio	Implied debt service, pension tread water and OPEB contributions as % of operating revenue	Audited financial statements, official statements, pension system financial statements

*Note: If typical data source is not available then alternative sources or proxy data may be considered. For more detailed definitions of the metrics listed above please refer to the [US K-12 Public School Districts Methodology](#).

Source: Moody's Ratings

Endnotes

- 1 Issuer Rating reflects the government's ability to repay debt and debt-like obligations without consideration of any pledge, security or structural features. In some circumstances, credit characteristics are sufficient to result in a GO bond rating that is higher than the Issuer Rating. Local governments with Moody's rated debt outstanding will have separate ratings detailed by security pledge on their Moody's.com issuer page and credit opinions explaining our credit view for each rating.

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