AGENDA

The following order of business may be changed by majority vote of the Board at any meeting.

September 28, 2026, Regular Board Meeting 6:30 p.m.

35200 Little Mack - Clinton Township, MI 48035 ~ High School Conference Center

MISSION STATEMENT - "Clintondale Community Schools will provide an academic environment that prepares our diverse student body to reach its fullest potential and become productive members of society."

CALL MEETING TO ORDER Meeting began at: _____

PLEDGE OF ALLEGIANCE

ROLL CALL

Jared Maynard	Lisa Valerio-Nowc
Barry Powers	Ava McDowell
Kurt Wilson, Sr.	Lisa Wilson
Diane Zontini	

ALSO IN ATTENDANCE

AGENDA - The Board President and the Superintendent recommend that the Board approve the agenda as submitted or amended.

Motion by _____ Support by _____ Y _____ N _____ Ab _____

APPROVAL OF THE MINUTES - The Board President and the Superintendent recommend that the Board approve the:

- September 14, 2026 Regular Board Meeting Minutes

Motion by _____ Support by _____ Y _____ N _____ Ab _____

APPROVAL OF BILLS - The Board President and the Superintendent recommend that the Board approve the bills ending September 4, 2026.

Motion by _____ Support by _____ Y _____ N _____ Ab _____

SUPERINTENDENT'S REPORT

PUBLIC COMMENT REGARDING BUSINESS BEFORE THE BOARD

We encourage you to voice your opinion on topics on the agenda. Please stand and be recognized by the Chairperson, and state your name and address before commenting. To provide the opportunity for all to participate, Board policy limits each individual to three minutes. To ensure due process and respect of individual rights, the District maintains a formal process for handling complaints against individuals. A problem involving an individual(s) or specific incident is best handled through administrative channels. Speakers are asked to express themselves in a civil manner, with due respect for the dignity and privacy of others who may be affected by your comments. Speakers should be aware that if your statements violate the rights of others under the law of defamation or invasion of privacy, you may be held legally responsible.

CONSENT ITEMS - #1-3

1. **Correspondence** - The Superintendent recommends that the Board accept and receive the correspondence.
    - **Kristen Murray**

2. **Personnel Report** - It is recommended by the Superintendent and the Director of Human Resources that the Board approve the Personnel Report.

3. **Interagency Cash Transfer Agreement** - It is recommended by the Superintendent and the Assistant Superintendent of Special Services that the Board approve the Interagency Cash Transfer Agreement between Clintondale Community Schools, as the Local Education Agency (LEA), and Michigan Rehabilitative Services (MRS) for $7,000.00.

    Note: This is an annual occurrence.

    Motion by _____ Support by _____ Y ____ N ____ Ab ____

NON-CONSENT ITEM - #1

1. **Construction Manager as Adviser Services Contract Award** - It is recommended by the Superintendent, Chief Financial Officer, and Supervisor of Operations that the Board of Education award the contract for Construction Manager as Adviser services to McCarthy & Smith, Inc.

    Motion by _____ Support by _____ Y ____ N ____ Ab ____

GENERAL PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

We encourage you to voice your opinion on topics not on the agenda. Please stand and be recognized by the Chairperson, and state your name and address before commenting. To provide the opportunity for all to participate, Board policy limits each individual to three minutes. To ensure due process and respect of individual rights, the District maintains a formal process for handling complaints against individuals. A problem involving an individual(s) or specific incident is best handled through administrative channels. Speakers are asked to express themselves in a civil manner, with due respect for the dignity and privacy of others who may be affected by your comments. Speakers should be aware that if your statements violate the rights of others under the law of defamation or invasion of privacy, you may be held legally responsible.

ADJOURNMENT

Motion by: _____ Support by: _____ Time: _____

MINUTES

The following order of business may be changed by majority vote of the Board at any meeting.

September 14, 2026, Regular Board Meeting 6:30 p.m.

35200 Little Mack - Clinton Township, MI 48035 ~ High School Conference Center

MISSION STATEMENT - "Clintondale Community Schools will provide an academic environment that prepares our diverse student body to reach its fullest potential and become productive members of society."

CALL MEETING TO ORDER Meeting began at: 6:30 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Jared Maynard	Present	Lisa Valerio-Nowc	Present
Barry Powers	Excused	Ava McDowell	Present
Kurt Wilson, Sr.	Present	Lisa Wilson	Present
Diane Zontini	Present		

ALSO IN ATTENDANCE

Mark Whelton - Superintendent
Maurice Woods - HS/MS Assistant Principal
Lee Walmsley - HR Director
Bob Walmsley - Athletic Director

PRESENTATION

Julie Matuzack, Clinton Township Board Trustee, presented offer for a Clintondale student to join the township's Parks and Rec Committee. Interested students should call (586) 286-9366.

AGENDA - The Board President and the Superintendent recommend that the Board approve the agenda as submitted or amended.

Motion by Lisa Valerio-Nowc Support by Diane Zontini Y 4 N 2 Ab 0
No: Kurt Wilson, Sr., Lisa Wilson

Kurt Wilson, Sr. moved to add a discussion of policy 2406. Support Lisa Wilson Y 3 N 3 Ab 0
Motion failed. Needed 4 votes to pass.

Kurt Wilson, Sr. moved to add a discussion of a discrimination email. Support Lisa Wilson
Motion withdrawn to be addressed in closed session at the September 28 meeting.

APPROVAL OF THE MINUTES - The Board President and the Superintendent recommend that the Board approve the:

- August 24, 2026 Regular Board Meeting Minutes
- August 31, 2026 Special Board Meeting Minutes

Motion by Lisa Valerio-Nowc Support by Diane Zontini Y 6 N 0 Ab 0

APPROVAL OF BILLS - The Board President and the Superintendent recommend that the Board approve the payroll and benefits for Clintondale Community Schools employees ending September 4, 2026.

Motion by Lisa Valerio-Nowc Support by Diane Zontini Y 6 N 0 Ab 0

The Board President and the Superintendent recommend that the Board approve the bills ending September 4, 2026.

Motion by Lisa Valerio-Nowc Support by Diane Zontini Y 6 N 0 Ab 0

SUPERINTENDENT'S REPORT

Update on adjusting to the role and his goals for the coming months.

PUBLIC COMMENT REGARDING BUSINESS BEFORE THE BOARD

We encourage you to voice your opinion on topics on the agenda. Please stand and be recognized by the Chairperson, and state your name and address before commenting. To provide the opportunity for all to participate, Board policy limits each individual to three minutes. To ensure due process and respect of individual rights, the District maintains a formal process for handling complaints against individuals. A problem involving an individual(s) or specific incident is best handled through administrative channels. Speakers are asked to express themselves in a civil manner, with due respect for the dignity and privacy of others who may be affected by your comments. Speakers should be aware that if your statements violate the rights of others under the law of defamation or invasion of privacy, you may be held legally responsible.

0 Comments

CONSENT ITEMS - #1-2

1. **Correspondence** - The Superintendent recommends that the Board accept and receive the correspondence.
   - **Curtis Braswell Jr.**
   - **Nancy James**
   - **Lynn Dumala**

2. **Personnel Report** - It is recommended by the Superintendent and the Director of Human Resources that the Board approve the Personnel Report.

   Motion by Lisa Valerio-Nowc Support by Diane Zontini Y 6 N 0 Ab 0

NON-CONSENT ITEM - #1

1. **Third Party Agreement** - It is recommended by the Superintendent and the Assistant Superintendent of Special Services that the Board approve **the Agreement with Pro Care Therapy** for the 2026-27 school year.

   Note: This is a renewal contract and aligns with the current Letter of Agreement with the CEA union.

   Motion by Lisa Valerio-Nowc Support by Diane Zontini Y 6 N 0 Ab 0

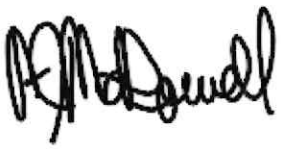
GENERAL PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

We encourage you to voice your opinion on topics not on the agenda. Please stand and be recognized by the Chairperson, and state your name and address before commenting. To provide the opportunity for all to participate, Board policy limits each individual to three minutes. To ensure due process and respect of individual rights, the District maintains a formal process for handling complaints against individuals. A problem involving an individual(s) or specific incident is best handled through administrative channels. Speakers are asked to express themselves in a civil manner, with due respect for the dignity and privacy of others who may be affected by your comments. Speakers should be aware that if your statements violate the rights of others under the law of defamation or invasion of privacy, you may be held legally responsible.

3 Comments

ADJOURNMENT

Motion by: Lisa Valerio-Nowc Support by: Ava McDowell Time: 7:27 p.m.



Submitted by: Ava McDowell
Secretary
Board of Education
Clintondale Community Schools

Transaction Detail - Summary

Trans Date	Posting Date	MCCG Code	MCC	Merchant Category Code Description	Merchant Name	Merchant State/Province	Taxpayer ID Number (TIN)	Trans Amount	Posting Type	Purchase ID	Trans Status	Disputed Status
Name: BUSINESS OFFICE **Account Number:** **8778 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:** **Billing Type:** Centrally Billed Account Kevin T.												
09/08/2026	09/09/2026	722506	9399	GOVERNMENT SERVICES-OTHER	MI STATE POLICE ICHAT	MI	386000134	$ 10.00	Memo	1	Not Reviewed	No
Name: CLINTONDALE SCHOOLS **Account Number:** **6297 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:** **Billing Type:** Centrally Billed Account Shauna												
09/16/2026	09/18/2026	722506	8398	CHARITABLE/SOCIAL SERVICE	MICHIGAN ASSOCIATION O	MI	382762367	159.00	Memo		Not Reviewed	No
Name: CLINTONDALE SCHOOLS **Account Number:** **6354 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:** **Billing Type:** Centrally Billed Account Bob												
09/11/2026	09/14/2026	722525	5300	WHOLESALE CLUBS	SAMS CLUB.COM	AR	710415188	187.82	Memo		Not Reviewed	No
Name: CLINTONDALE SCHOOLS **Account Number:** **6362 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:** **Billing Type:** Centrally Billed Account Carla												
09/11/2026	09/14/2026	722511	5912	DRUG STORES & PHARMACIES	WALGREENS #6175	MI	361924025	72.03	Memo	NONE	Not Reviewed	No
Name: SPECIAL SERVICES **Account Number:** **4573 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:** **Billing Type:** Centrally Billed Account Kevin K.												
09/15/2026	09/16/2026	722517	4722	TRAVEL AGENCY (NOT AIR)	GUESTRS*COMFORTINN	CT	981506304	336.82	Memo	ITN68567836	Not Reviewed	No

Transaction Detail - Summary

Trans Date	Posting Date	MCCG Code	MCC	Merchant Category Code Description	Merchant Name	Merchant State/Province	Taxpayer ID Number (TIN)	Trans Amount	Posting Type	Purchase ID	Trans Status	Disputed Status
09/15/2026	09/17/2026	722506	8398	CHARITABLE/SOCIAL SERVICE	MICHIGAN ASSOCIATION O	MI	382762367	$ 159.00	Memo		Not Reviewed	No

Total Number of Records: 6

Total **$ 924.67**

End of Report

CHECK NUMBER	CHECK DATE	ASN	VEND #	VENDOR NAME	INVOICE NO	PO #	DESCRIPTION	AMOUNT
11 General Fund								
127523	9/15/26	40072	555	AFLAC			SUPPLEMENTAL INS 9/15 PAY	767.49
							COMPUTER CHECK TOTAL	767.49
127524	9/15/26	40117	10900	MICHIGAN AFSCME COUNCIL 925			AFSCME DUE	765.75
							COMPUTER CHECK TOTAL	765.75
127525	9/15/26	40070	2675	GATEWAY FINANCIAL SOLUTIONS			CASE #2512257GC 9/15 PAY	286.49
							COMPUTER CHECK TOTAL	286.49
127526	9/15/26	40119	333675	THE MICHIGAN 529 ADVISOR PLAN			MICH 529 PLAN 9/15 PAY	455.00
							COMPUTER CHECK TOTAL	455.00
127527	9/15/26	40066	210600	MISDU			FRIEND OF THE COURT 9/15 PAY	790.25
							COMPUTER CHECK TOTAL	790.25
127528	9/15/26	40113	2664	TEAMSTERS LOCAL 214			ADMINISTRATORS UNION DUES	785.00
							COMPUTER CHECK TOTAL	785.00
127529	9/15/26	40070	2533	VELO LAW OFFICE			CASE #240588GC 9/15 PAY	354.99
							COMPUTER CHECK TOTAL	354.99
127530	9/17/26	02230	2508	AMPLIFY EDUCAITON INC	INV-516103	270161	MCG Shipping	5,015.40
							COMPUTER CHECK TOTAL	5,015.40
127531	9/17/26	96690	82335	BURKE'S SPORT HAVEN, INC.	CHS7226RECON		HELMETS-RECONDITIONING	8,399.00
127531	9/17/26	96710	82335	BURKE'S SPORT HAVEN, INC.	CHS72526FB		FOOTBALLS	740.00
127531	9/17/26	96735	82335	BURKE'S SPORT HAVEN, INC.	CHS72526FB		SOCKS/WHISTLES/LANYARDS	636.00
127531	9/17/26	96710	82335	BURKE'S SPORT HAVEN, INC.	CHS811GP		GOAL POST PADS	2,400.00
127531	9/17/26	96710	82335	BURKE'S SPORT HAVEN, INC.	CHS828		BASKETBALL NETS	144.00
127531	9/17/26	96735	82335	BURKE'S SPORT HAVEN, INC.	133384		PRACTICE PANTS	40.00
127531	9/17/26	96710	82335	BURKE'S SPORT HAVEN, INC.	6881		VOLLEYBALLS	680.00
							COMPUTER CHECK TOTAL	13,039.00
127532	9/17/26	09010	2888	C&C ROASTING CO	2645		COFEE-WELCOME BACK BREAKFAST	400.00
							COMPUTER CHECK TOTAL	400.00
127533	9/17/26	07002	353000	CINTAS CORP #721	4282105058	270075	Mop Rental	336.27
							COMPUTER CHECK TOTAL	336.27
127534	9/17/26	09160	114197	CLINTON TOWNSHIP TREASURER	15445		BOARD SECURITY 9/14	266.13
							COMPUTER CHECK TOTAL	266.13
127536	9/17/26	07285	161285	DIHYDRO SERVICES INC.	55143	270048	Water Treatment MCG	133.00
127536	9/17/26	07285	161285	DIHYDRO SERVICES INC.	55144		Water Treatment HS	528.00
127536	9/17/26	07285	161285	DIHYDRO SERVICES INC.	55145		Water Treatment PKR	147.00
							COMPUTER CHECK TOTAL	808.00
127537	9/17/26	96665	2282	DRIVERGENT INC	7998	270086	Transp. - Athletics	1,540.00
							COMPUTER CHECK TOTAL	1,540.00
127538	9/17/26	07849	2736	ELITE FUND INC	11584		ERATE CONSULTING	1,250.00

CHECK NUMBER	CHECK DATE	ASN	VEND #	VENDOR NAME	INVOICE NO	PO #	DESCRIPTION	AMOUNT
11 General Fund								
							COMPUTER CHECK TOTAL	1,250.00
127539	9/17/26	40000	2590	G BRAND	391450		SHORTS W/LOGO	270.00
127539	9/17/26	96735	2590	G BRAND	391450		HATS W/LOGO	864.00
							COMPUTER CHECK TOTAL	1,134.00
127540	9/17/26	09010	2027	GENESEE INTERMEDIATE SCHOOL DI	MLI26000025		SUPERINTENDENT SEARCH	2,701.92
							COMPUTER CHECK TOTAL	2,701.92
127541	9/17/26	06450	229850	GORDON FOOD SERVICE, INC.	876282291	270061	Dragon Cafe Food	158.98
127541	9/17/26	06450	229850	GORDON FOOD SERVICE, INC.	876282361		Dragon Cafe Food	15.15
							COMPUTER CHECK TOTAL	174.13
127542	9/17/26	07560	232250	GRAINGER	9069839968	270167	Plumbing supples	899.56
127542	9/17/26	07500	232250	GRAINGER	9074279937		General Maintenance	290.78
127542	9/17/26	07500	232250	GRAINGER	9074368599		CREDIT MEMO	55.70-
127542	9/17/26	07500	232250	GRAINGER	907468312		CREDIT MEMO	55.70-
127542	9/17/26	07500	232250	GRAINGER	9075089103		General Maintenance	24.68
							COMPUTER CHECK TOTAL	1,103.62
127543	9/17/26	09040	240100	GUARDIAN ALARM COMPANY	696197	270079	Alarm Monitoring	2,764.26
							COMPUTER CHECK TOTAL	2,764.26
127544	9/17/26	07000	1256	KSS ENTERPRISES	1795376	270081	Custodial Supplies	1,418.84
127544	9/17/26	07000	1256	KSS ENTERPRISES	1795376-1		Custodial Supplies	346.78
127544	9/17/26	07000	1256	KSS ENTERPRISES	1795386-1		Custodial Supplies	299.60
127544	9/17/26	07000	1256	KSS ENTERPRISES	1795394-1		Custodial Supplies	129.00
							COMPUTER CHECK TOTAL	2,194.22
127545	9/17/26	09165	340100	MACOMB COUNTY TREASURER			2025 TAX EXEMPTIONS	4,966.02
							COMPUTER CHECK TOTAL	4,966.02
127547	9/17/26	07849	2117	MARCO TECHNOLOGIES, LLC	INV15689710	270000	Monthly Duo Subscription	54.00
							COMPUTER CHECK TOTAL	54.00
127549	9/17/26	07785	1114	MECHANICAL SYSTEM SERVICES, LL	261495	270083	Boilers	2,130.00
							COMPUTER CHECK TOTAL	2,130.00
127550	9/17/26	09120	356625	MESSA	2610-108387		OCTOBER PREMIUM	169,189.48
							COMPUTER CHECK TOTAL	169,189.48
127551	9/17/26	07222	2889	MUSCO CORPORATION	457982		FB FIELD INSTALL - INSURANCE	30,371.00
							COMPUTER CHECK TOTAL	30,371.00
127552	9/17/26	09470	414730	OCCUPATIONAL HEALTH CENTERS	716699993	270060	NH PHYS-SARCH/BALLO/VULT/RUTK	702.00
							COMPUTER CHECK TOTAL	702.00
127553	9/17/26	07500	275	PIONEER ATHLETICS	INV-313001	270166	Compressor	535.00
							COMPUTER CHECK TOTAL	535.00
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	208137422872	270022	Math Interventionist	107.32

CHECK NUMBER	CHECK DATE	ASN	VEND #	VENDOR NAME	INVOICE NO	PO #	DESCRIPTION	AMOUNT
11 General Fund								
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	208137423330		Tod Dereadt	205.24
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	208137433726		Beth Hanson	185.16
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	208137434101		Carol Hampton	263.88
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	208137514387		Kaitlin Barber	555.97
127554	9/17/26	04630	209880	SCHOOL SPECIALITY,INC.	208137602783		CA 60 Inserts	109.84
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104924603		Amy Holloway	139.86
127554	9/17/26	02190	209880	SCHOOL SPECIALITY,INC.	308104924605		Karrigan Schell	210.41
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104924606		Lee Barber	174.15
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104924614		Faith Davis	246.03
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104934211		4th Grade Teacher	555.97
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104935949		Alysha Dereadt	404.64
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104935950		Alexus Casady	195.43
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104935955		Mystery Science	135.27
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104935959		Mary Burrus	523.02
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104935960		Pamela Butkowski	164.27
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104935966		Laurel Wentz	127.27
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104935971		Ivy Moore	74.69
127554	9/17/26	02190	209880	SCHOOL SPECIALITY,INC.	308104939672		Office Supplies	390.08
127554	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104951199		Slawinski Supplies	288.38
	** COMPUTER VOID **							
127555	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104951216	270005	Dawn Derkacz	287.87
127555	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104951221		Angela Smith	266.78
127555	9/17/26	02070	209880	SCHOOL SPECIALITY,INC.	308104951222		Lily Demers	511.35
127555	9/17/26	05760	209880	SCHOOL SPECIALITY,INC.	308104956614		Counseling	2.80
127555	9/17/26	05760	209880	SCHOOL SPECIALITY,INC.	308104956614		Counseling	1.60
127555	9/17/26	05760	209880	SCHOOL SPECIALITY,INC.	308104956614		Counseling	77.31
127555	9/17/26	05760	209880	SCHOOL SPECIALITY,INC.	308104956614		Counseling	100.53
127555	9/17/26	05760	209880	SCHOOL SPECIALITY,INC.	308104956614		Counseling	33.98
127555	9/17/26	05760	209880	SCHOOL SPECIALITY,INC.	308104956614		Counseling	8.46
127555	9/17/26	05760	209880	SCHOOL SPECIALITY,INC.	308104956614		Counseling	8.75
127555	9/17/26	05760	209880	SCHOOL SPECIALITY,INC.	308104956614		Counseling	1.50
127555	9/17/26	05760	209880	SCHOOL SPECIALITY,INC.	308104956614		Counseling	3.50
							COMPUTER CHECK TOTAL	6,361.31
127556	9/17/26	96735	495400	SIGNS BY TOMORROW	I-52705		ATHLETICS-VINYL STICKERS	133.00
127556	9/17/26	96735	495400	SIGNS BY TOMORROW	I-53113		ATHLETICS-VINYL HELMET STICKER	708.00
127556	9/17/26	96735	495400	SIGNS BY TOMORROW	I-53159		CUT VINYL-EDGED	125.00
127556	9/17/26	40000	495400	SIGNS BY TOMORROW	I-53159		BANNER	87.50
							COMPUTER CHECK TOTAL	1,053.50
127557	9/17/26	07220	542800	TERMINIX PROCESSING CENTER	103662040	270085	Pest Control	108.76
							COMPUTER CHECK TOTAL	108.76
127559	9/17/26	07500	573400	WEINGARTZ	11117481-00		WEED WHACKER SPOOLS	169.97
							COMPUTER CHECK TOTAL	169.97
127560	9/17/26	07500	2002	EDGARD J GEIST III	20260905JG	270169	HVAC - McGlinnen	425.00
							COMPUTER CHECK TOTAL	425.00
127561	9/17/26	09175	1420	21ST CENTURY MEDIA	MIA109806		BID-CONSTRUCTION MANAGEMENT	227.95

CHECK NUMBER	CHECK DATE	ASN	VEND #	VENDOR NAME	INVOICE NO	PO #	DESCRIPTION	AMOUNT
11 General Fund								
							COMPUTER CHECK TOTAL	227.95
10271	9/08/26	06950	1758	TELNET WORLDWIDE, INC	IN224330	270058	District Phone Servives	405.89
							* MANUAL CHECK TOTAL *	405.89
10272	9/08/26	07849	1778	EGOLD FAX	12227679	270062	District Faxes	173.47
							* MANUAL CHECK TOTAL *	173.47
10273	9/09/26	07500	1638	MENARDS			RBW WALLS	20.56
							* MANUAL CHECK TOTAL *	20.56
10274	9/09/26	05370	153900	DTE ENERGY			MS 910040103673 THRU 8/17	9,964.33
10274	9/09/26	06160	153900	DTE ENERGY			HS 910040103673 THRU 8/17	9,964.33
							* MANUAL CHECK TOTAL *	19,928.66
10275	9/09/26	06140	944	CONSTELLATION	4675865		HS GAS THRU 8/31	661.08
10275	9/09/26	05350	944	CONSTELLATION	4675865		MS GAS THRU 8/31	661.09
10275	9/09/26	04280	944	CONSTELLATION	4675865		RBW GAS THRU 8/31	174.28
10275	9/09/26	02230	944	CONSTELLATION	4675865		MCG GAS THRU 8/31	150.38
10275	9/09/26	06920	944	CONSTELLATION	4675865		ADM GAS THRU 8/31	26.52
10275	9/09/26	04660	944	CONSTELLATION	4675865		PKR GAS THRU 8/31	193.44
							* MANUAL CHECK TOTAL *	1,866.79
10276	9/10/26	20121	2745	JAMIE BRACKINS	17		SPEECH SERVICES	4,080.00
							* MANUAL CHECK TOTAL *	4,080.00
10277	9/10/26	06945	140020	DTE ENERGY			FH 910001864388 THRU 8/19	219.82
							* MANUAL CHECK TOTAL *	219.82
10278	9/11/26	96645	2428	EDUSTAFF	2026091101-5		COACHES	1,998.98
10278	9/11/26	01980	2428	EDUSTAFF	2026091101-5		MCG SUBS	583.30
							* MANUAL CHECK TOTAL *	2,582.28
10279	9/11/26	40004	624	FLAGSTAR BANK			DD & NET CHECKS 9/15 PAY	329,768.99
							* MANUAL CHECK TOTAL *	329,768.99
10280	9/11/26	40110	412	MICHIGAN SCHOOLS AND GOVERNMEN			CU DEPOSIT 9/15 PAY	36,213.33
							* MANUAL CHECK TOTAL *	36,213.33
10281	9/14/26	07500	1638	MENARDS			RBW WALLS	185.56
							* MANUAL CHECK TOTAL *	185.56
10283	9/14/26	20002	2866	SHANNON TRAN	3		PSYCHOLOGIST SERVICES	2,512.50
							* MANUAL CHECK TOTAL *	2,512.50
10285	9/14/26	20121	2756	COURTNEY ROSE LUCASSIAN	14		SPEECH SERVICES	690.00
							* MANUAL CHECK TOTAL *	690.00
10286	9/14/26	07500	254900	HOME DEPOT CREDIT SERVICES		270080	Maintenance Supplies	500.00
10286	9/14/26	07560	254900	HOME DEPOT CREDIT SERVICES			Plumbing Supplies	139.05
							* MANUAL CHECK TOTAL *	639.05

CHECK NUMBER	CHECK DATE	ASN	VEND #	VENDOR NAME	INVOICE NO	PO #	DESCRIPTION	AMOUNT
11 General Fund								
10287	9/15/26	40120	1557	TSA CONSULTING GROUP			EE ANNUITIES 9/15 PAY	17,039.97
							* MANUAL CHECK TOTAL *	17,039.97
10288	9/15/26	40100	411	UNITED STATES TREASURY			FEDERAL TAXES 9/15 PAY	46,177.64
10288	9/15/26	40106	411	UNITED STATES TREASURY			FICA/MED TAXES 9/15 PAY	40,770.90
10288	9/15/26	40152	411	UNITED STATES TREASURY			FICA/MED MATCH 9/15 PAY	40,770.90
							* MANUAL CHECK TOTAL *	127,719.44
10289	9/15/26	40030	899	HEALTH EQUITY			EE HSA CONTRIBUTIONS 9/15 PAY	4,046.29
							* MANUAL CHECK TOTAL *	4,046.29
10290	9/15/26	04300	140020	DTE ENERGY			RBW 910001851948 THRU 8/24	5,047.51
							* MANUAL CHECK TOTAL *	5,047.51
10291	9/15/26	40122	515100	STATE OF MICHIGAN			STATE TAXES 9/15 PAY	19,173.11
							* MANUAL CHECK TOTAL *	19,173.11
10292	9/16/26	06950	523950	T-MOBILE			BUS OFF CELL PHONE	35.30
10292	9/16/26	07340	523950	T-MOBILE			MAINTENANCE CELL PHONES	105.90
10292	9/16/26	08592	523950	T-MOBILE			SUPERINTENDENT CELL PHONE	35.30
10292	9/16/26	05720	523950	T-MOBILE			SECURITY CELL PHONE	35.30
10292	9/16/26	05721	523950	T-MOBILE			TECHNOLOGY CELL PHONE	35.30
10292	9/16/26	06950	523950	T-MOBILE			SQUARE TABLET	31.85
							* MANUAL CHECK TOTAL *	278.95
10293	9/16/26	06940	140020	DTE ENERGY			ADM 910001864107 THRU 8/25	900.30
10293	9/16/26	06945	140020	DTE ENERGY			FH 910001864248 THRU 8/25	40.65
10293	9/16/26	04680	140020	DTE ENERGY			PKR 910001864503 THRU 8/25	4,848.98
10293	9/16/26	02250	140020	DTE ENERGY			MCG 910001851773 THRU 8/25	2,206.10
10293	9/16/26	02250	140020	DTE ENERGY			FH 920026898626 THRU 8/25	20.08
							* MANUAL CHECK TOTAL *	8,016.11
10294	9/16/26	07500	1638	MENARDS		270168	Ceiling Tiles	308.44
10294	9/16/26	07500	1638	MENARDS			Ceiling Tiles	393.12
10294	9/16/26	07500	1638	MENARDS			MAINTENANCE SUPPLIES	113.88
							* MANUAL CHECK TOTAL *	815.44
10295	9/16/26	09012	484	FLAGSTAR BANK			SERVICE CHARGE ASSESSED	335.13
							* MANUAL CHECK TOTAL *	335.13

11 General Fund

COMPUTER CHECKS	35	$253,225.91
MANUAL CHECKS	23	$581,758.85
TOTAL CHECKS	58	$834,984.76

*** VOID SUMMARY ***

COMPUTER VOID CHECKS	1	*NON-PAYMENT*
VOID CHECKS - COMPUTER		
VOID CHECKS - MANUAL		
TOTAL VOID CHECKS	1	

CHECK NUMBER	CHECK DATE	ASN	VEND #	VENDOR NAME	INVOICE NO	PO #	DESCRIPTION	AMOUNT
11 General Fund								
							TOTAL NET CHECKS 57	$834,984.76
							REPLACEMENT CHECKS	

CHECK NUMBER	CHECK DATE	ASN	VEND #	VENDOR NAME	INVOICE NO	PO #	DESCRIPTION	AMOUNT
12 Federal Grants								
127530*	9/17/26	09747	2508	AMPLIFY EDUCAITON INC	INV-515038	270158	Boost Reading Licneses	4,900.00
127530	9/17/26	09749	2508	AMPLIFY EDUCAITON INC	INV-515038		Boost Reading License	4,900.00
127530	9/17/26	09747	2508	AMPLIFY EDUCAITON INC	INV-515038		Teacher Licnes	300.00
127530	9/17/26	09749	2508	AMPLIFY EDUCAITON INC	INV-515038		Teacher License	300.00
							COMPUTER CHECK TOTAL	10,400.00
127535	9/17/26	99868	2522	COLLEGE SPRING	2436890	270160	ACT/SAT/TSIA Test Confid	2,800.00
							COMPUTER CHECK TOTAL	2,800.00
127546	9/17/26	09820	341045	MACOMB INTERMEDIATE SCHOOL DIS	122103		CKLA AMPLIFY TRAINING-LUBIENS	125.00
							COMPUTER CHECK TOTAL	125.00
127548	9/17/26	09820	329255	MAS/FPS	06339		DIRECTORS WORKSHOP-HEMLER	750.00
							COMPUTER CHECK TOTAL	750.00
10282	9/14/26	07846	2149	SUB TEACHER SOURCE	134048		MS SUB	1,350.00
							* MANUAL CHECK TOTAL *	1,350.00

12 Federal Grants

COMPUTER CHECKS	4	$14,075.00
MANUAL CHECKS	1	$1,350.00
TOTAL CHECKS	5	$15,425.00

*** VOID SUMMARY ***
COMPUTER VOID CHECKS *NON-PAYMENT*
VOID CHECKS - COMPUTER
VOID CHECKS - MANUAL
TOTAL VOID CHECKS

TOTAL NET CHECKS	5	$15,425.00

REPLACEMENT CHECKS

*=CHECK ALSO EXISTS IN A PRIOR FUND

CHECK NUMBER	CHECK DATE	ASN	VEND #	VENDOR NAME	INVOICE NO	PO #	DESCRIPTION	AMOUNT
13 State and Local Grants								
127530*	9/17/26	02298	2508	AMPLIFY EDUCAITON INC	INV-516103	270161	MCG CKLA Monarchs Earth	7,752.00
127530	9/17/26	02297	2508	AMPLIFY EDUCAITON INC	INV-516103		PKR CKLA Monarchs Earth	7,752.00
127530	9/17/26	02298	2508	AMPLIFY EDUCAITON INC	INV-516103		MCG CKLA Earth History	7,127.00
127530	9/17/26	02297	2508	AMPLIFY EDUCAITON INC	INV-516103		PKR CKLA Earth History	7,127.00
127530	9/17/26	02298	2508	AMPLIFY EDUCAITON INC	INV-516103		MCG CKLA Nutrition	7,127.00
127530	9/17/26	02297	2508	AMPLIFY EDUCAITON INC	INV-516103		PKR CKLA Nutrition	7,127.00
127530	9/17/26	02298	2508	AMPLIFY EDUCAITON INC	INV-516103		MCG CKLA Charlottes' Web	6,566.00
127530	9/17/26	02297	2508	AMPLIFY EDUCAITON INC	INV-516103		PKR CKLA Charlotte's Web	6,566.00
127530	9/17/26	02298	2508	AMPLIFY EDUCAITON INC	INV-516103		MCG CKLA World of Tales	6,705.00
127530	9/17/26	02297	2508	AMPLIFY EDUCAITON INC	INV-516103		PKR CKLA World of Tales	6,705.00
127530	9/17/26	02298	2508	AMPLIFY EDUCAITON INC	INV-516103		MCG CKLA Midsummer Night	5,630.00
127530	9/17/26	02297	2508	AMPLIFY EDUCAITON INC	INV-516103		PKR CKLA Midsummer Night	5,630.00
127530	9/17/26	02298	2508	AMPLIFY EDUCAITON INC	INV-516103		MCG Coaching Session	38,400.00
127530	9/17/26	02297	2508	AMPLIFY EDUCAITON INC	INV-516103		PKR Coaching Session	38,400.00
127530	9/17/26	02299	2508	AMPLIFY EDUCAITON INC	INV-516103		PKR Shipping	5,015.40
							COMPUTER CHECK TOTAL	163,629.40
127558	9/17/26	01154	2112	TRAFERA HOLDINGS, LLC	IO01661618	270101	Lenovo ThinkCentre M90s G	23,100.00
							COMPUTER CHECK TOTAL	23,100.00

13 State and Local Grants

COMPUTER CHECKS	2	$186,729.40
MANUAL CHECKS		
TOTAL CHECKS	2	$186,729.40

*** VOID SUMMARY ***	
COMPUTER VOID CHECKS	*NON-PAYMENT*
VOID CHECKS - COMPUTER	
VOID CHECKS - MANUAL	
TOTAL VOID CHECKS	

TOTAL NET CHECKS	2	$186,729.40

REPLACEMENT CHECKS

*=CHECK ALSO EXISTS IN A PRIOR FUND

CHECK NUMBER	CHECK DATE	ASN	VEND #	VENDOR NAME	INVOICE NO	PO #	DESCRIPTION	AMOUNT
23 Child Care								
10278*	9/11/26	01044	2428	EDUSTAFF	2026091101-5		DAYCARE	36,783.53
							* MANUAL CHECK TOTAL *	36,783.53

23 Child Care

COMPUTER CHECKS		
MANUAL CHECKS	1	$36,783.53
TOTAL CHECKS	1	$36,783.53
*** VOID SUMMARY ***		
COMPUTER VOID CHECKS		*NON-PAYMENT*
VOID CHECKS - COMPUTER		
VOID CHECKS - MANUAL		
TOTAL VOID CHECKS		
TOTAL NET CHECKS	1	$36,783.53
REPLACEMENT CHECKS		

*=CHECK ALSO EXISTS IN A PRIOR FUND

CHECK NUMBER	CHECK DATE	ASN	VEND #	VENDOR NAME	INVOICE NO	PO #	DESCRIPTION	AMOUNT
25 School Lunch Fund								
127544*	9/17/26	82122	1256	KSS ENTERPRISES	1795404-1		FS-CUSTODIAL SUPPLIES	187.63
							COMPUTER CHECK TOTAL	187.63
10284	9/14/26	82005	2424	SFE HOLDINGS LLC	260812010		FOOD SERVICE-AUGUST	42,284.36
							* MANUAL CHECK TOTAL *	42,284.36

25 School Lunch Fund

COMPUTER CHECKS	1	$187.63
MANUAL CHECKS	1	$42,284.36
TOTAL CHECKS	2	$42,471.99

*** VOID SUMMARY ***	
COMPUTER VOID CHECKS	*NON-PAYMENT*
VOID CHECKS - COMPUTER	
VOID CHECKS - MANUAL	
TOTAL VOID CHECKS	

TOTAL NET CHECKS	2	$42,471.99

REPLACEMENT CHECKS

*=CHECK ALSO EXISTS IN A PRIOR FUND

CHECK NUMBER	CHECK DATE	ASN	VEND #	VENDOR NAME	INVOICE NO	PO #	DESCRIPTION		AMOUNT
							*** GRAND TOTALS ***		
							COMPUTER CHECKS	39	$454,217.94
							MANUAL CHECKS	25	$662,176.74
							TOTAL CHECKS	64	$1,116,394.68
							*** VOID SUMMARY ***		
							COMPUTER VOID CHECKS	1	*NON-PAYMENT*
							VOID CHECKS - COMPUTER		
							VOID CHECKS - MANUAL		
							TOTAL VOID CHECKS	1	
							TOTAL NET CHECKS	63	$1,116,394.68
							REPLACEMENT CHECKS		

CHECKS IN MULTIPLE FUNDS ONLY COUNTED ONCE FOR GRAND TOTALS

** SPOILED CHECKS NOT INCLUED IN THIS REPORT **

Personnel Report for September 28, 2026

1. **Instructional Assistant** - It is recommended by the Superintendent and the Director of Human Resources that the Board approve the rehire of **Kristen Murray**, as an Instructional Assistant.

   Note: The rate of pay will be $20.01 per hour (Step 3 of the IA salary schedule).

2. **Termination** - It is recommended by the Superintendent and the Supervisor of Buildings & Grounds that the Board approve the termination of **Shelby Jones,** Custodian, effective September 10, 2026.

   Note: Ms. Jones has worked for the District for 1.5 years.

3. **Nurse** - It is recommended by the Superintendent and the Director of Human Resources that the Board approve **Mary Jane Frey**, RN-BC, BSN, CPN, as the District-Wide School Nurse, contingent upon approved fingerprints, records check and physical.

   Note: The rate of pay will be $30,000 per year. This is a non-union position and the school nurse will work 20 hours per week through June 17, 2027.

Recognition:

1. **Tenure Teacher** - It is recommended by the Superintendent and the Director of Human Resources that the Board acknowledge that **Anna Mason**, Special Education Teacher, has attained tenure status with Clintondale Community Schools.

   Note: Mrs. Mason has met all of the requirements of attaining tenure status (5 successful years of teaching) with the District.

CLINTONDALE Community School District
WE ARE ALL DRAGONS!

Lee Walmsley <walmslel@clintondaleschools.net>

Consideration for Re-hire/Apology

1 message

Kristen Murray [redacted] Tue, Sep 8, 2026 at 5:26 PM
To: Lee Walmsley <walmslel@clintondaleschools.net>

Dear Ms. Walmsley-

I am writing to sincerely apologize for my decision to leave Clintondale Schools. After having time to reflect, I realize that leaving was a mistake, and I deeply regret the decision.

Clintondale was more than just a place where I worked. It was a community that I cared about deeply, and I truly miss the students, staff, relationships, and sense of belonging that made Clintondale so special to me. I have come to appreciate even more how much this community means to me and how fortunate I was to be a part of it.

I understand that my decision to leave may have affected the district and those I worked with, and I take responsibility for that. If there is any opportunity to be considered for rehire, I would be incredibly grateful for another chance to return and contribute to the Clintondale community that I love so much.

I would welcome the opportunity to speak with you and explain my situation further. I sincerely hope you will consider giving me another opportunity to prove my commitment to Clintondale Schools.

Thank you for your time, understanding, and consideration. I truly hope there is a possibility for me to come back home to a community that means so much to me.

Sincerely,
Kristen Murray

✦ KRISTEN MURRAY ✦

[redacted]

✧ PROFESSIONAL PROFILE

Compassionate, dependable, and attentive educational support professional with extensive experience working with students in special education and general education settings. Skilled in providing individualized student support, monitoring safety and well-being, documenting student information, communicating with staff and families, and responding appropriately to changing needs. Experienced providing support and working with students who require additional supervision, assistance, patience, and individualized care. CPR/First Aid and CPI certified with a strong commitment to maintaining a safe, supportive, and respectful school environment.

✦ CORE QUALIFICATIONS

- **CPR/First Aid Certified**
- **CPI Certified**
- Student Health & Safety Support
- Student Supervision & Monitoring
- Special Education Support
- Individualized Student Assistance
- Safety & Emergency Procedures
- Student Behavior Support
- Confidential Student Records
- Accurate Documentation
- Student Data Collection
- Communication with Families & Staff
- Patient & Compassionate Care
- Observation & Attention to Detail
- Following Individualized Health & Care Directions
- Problem Solving
- Crisis Prevention & Response
- Team Collaboration
- Professionalism & Confidentiality
- Administrative & Recordkeeping Support

✧ PROFESSIONAL EXPERIENCE

FRASER PUBLIC SCHOOLS

Special Education Paraprofessional | June 2026 – Present

- Provide individualized and small-group support to students with diverse academic, behavioral, social, developmental, and daily living needs.
- Monitor and communicate relevant information regarding the student's health, safety, and well-being to appropriate staff.
- Assist with health and safety needs while maintaining student dignity, privacy, and confidentiality.
- Monitor students throughout the school day and maintain a safe, supportive, and structured environment.
- Assist students with activities targeting communication, fine and gross motor skills, social skills, and daily living skills.
- Observe and document student academic, behavioral, developmental, and health-related information accurately and consistently.
- Communicate relevant student information to teachers, support staff, administrators, and families as appropriate.
- Follow teacher-directed plans, established procedures, and individualized student needs.
- Assist with behavior supports and interventions while maintaining student dignity and safety.
- Respond calmly and appropriately to changing student needs and situations.
- Maintain confidentiality when handling sensitive student and health information.
- Support daily classroom operations and assist students in participating as independently as possible.

CLINTONDALE COMMUNITY SCHOOLS

Instructional Assistant | September 2025 – June 2026

- Provided daily supervision and support to students in a school setting.
- Monitored student behavior, safety, and well-being and responded appropriately to changing circumstances.
- Maintained accurate student records, behavioral documentation, and progress information.
- Collected, entered, logged, and tracked student information accurately.
- Communicated regularly with teachers, support staff, administrators, and families regarding student needs and concerns.
- Followed established procedures and staff direction while managing multiple student responsibilities.

- Supported students with individualized needs while maintaining patience, professionalism, and respect.
- Prepared materials and assisted with daily school operations.
- Maintained confidentiality when working with student-related information.

EDUSTAFF

Lunch Aide / Substitute Secretary | October 2024 – September 2025

- Supervised students during school activities while maintaining a safe and orderly environment.
- Monitored student behavior and responded appropriately to safety and behavioral concerns.
- Assisted students and communicated concerns to appropriate school personnel when necessary.
- Provided front-office support while maintaining professionalism and confidentiality.
- Used PowerSchool to accurately maintain student attendance and contact information.
- Communicated with students, families, staff, and administrators in person and by telephone.
- Responded calmly and professionally to questions, concerns, and unexpected situations.
- Maintained accurate student documentation and organized confidential records.
- Balanced student supervision and administrative responsibilities while maintaining attention to detail.

CHIPPEWA VALLEY SCHOOLS

ECSE Paraprofessional | February 2022 – May 2023

- Provided individualized support to young students with developmental and educational needs.
- Assisted students with daily classroom activities and routines.
- Monitored and documented academic, behavioral, and developmental information.
- Communicated student needs and important observations to teachers, support staff, and families.
- Followed individualized directions and established school procedures.
- Maintained student safety and confidentiality.
- Supported students with patience, consistency, and compassion.
- Worked collaboratively with school staff to meet individual student needs.

FIVE BROTHERS MANAGEMENT SOLUTIONS

Property Manager / Trainer | October 2013 – April 2017

- Maintained highly accurate records and documentation in a fast-paced environment.
- Performed high-volume data entry while maintaining exceptional attention to detail.
- Coordinated schedules, assignments, and deadlines with multiple parties.
- Communicated frequently with government agencies, contractors, and the public.
- Monitored ongoing assignments and followed up to ensure requirements were completed.
- Trained new employees on procedures, accuracy standards, and professional expectations.
- Managed multiple responsibilities while maintaining organization and timely follow-up.

CVS PHARMACY

Shift Supervisor | March 2010 – October 2013

- Supervised employees and coordinated daily operations in a fast-paced environment.
- Assisted customers professionally and responded to questions and concerns.
- Maintained accuracy and attention to detail while handling multiple responsibilities.
- Responded appropriately to changing operational priorities and unexpected situations.
- Coached and supported employees to maintain productivity and service standards.
- Maintained a safe, organized, and professional environment.

RED WING SHOES

Assistant Store Manager | May 2004 – March 2010

- Coordinated daily operations, employee schedules, and shift coverage.
- Provided professional customer service and resolved concerns appropriately.
- Maintained accurate financial, inventory, and operational records.
- Trained and supported new employees.
- Managed multiple responsibilities while maintaining accuracy and organization.

✦ SCHOOL & COMMUNITY LEADERSHIP

CLINTON VALLEY PTO

President | 4 Years

- Coordinated school activities, events, schedules, and logistics.
- Communicated regularly with families, teachers, staff, and school administration.
- Managed and delegated responsibilities to parent volunteers.
- Worked collaboratively with school staff and families to address concerns.
- Developed procedures to improve organization and communication.
- Supported school activities and events with a focus on student and family needs.

CHIPPEWA VALLEY SCHOOLS

Citizens Advisory Committee Member

- Communicated with school administration regarding student and family concerns.
- Participated in discussions regarding school operations and services.
- Worked collaboratively with community members and school staff.

✧ EDUCATION

HENRY FORD II HIGH SCHOOL

Sterling Heights, MI

2003

✦ ADDITIONAL QUALIFICATIONS

- Experienced in special education and general education settings
- Experienced supporting students with diverse needs
- Strong observation and documentation skills
- Excellent written and verbal communication
- Comfortable handling confidential health and student information
- Strong computer and data-entry skills
- Experienced working with students, families, teachers, administrators, and the public
- Dependable, patient, organized, and attentive to student safety

Dear Hiring Manager at CCS,

My name is Mary Jane Frey; in my nursing career my colleagues called me Missy as you will see from one of the reference letters. I am a graduate of Clintondale High School and live down the street, near McGlinnen School. I am writing to express my interest in the Part-Time School Nurse position for the 2026–2027 school year. As a Registered Nurse with more than 25 years of pediatric and community health experience, I bring extensive experience caring for children and adolescents, supporting families, providing health education, and collaborating with schools and healthcare professionals to promote safe and healthy learning environments.

My background is especially well suited to the needs of a school nurse serving multiple schools within a district. In my most recent roles at CVS and Children's Hospital, I partnered with families, schools, healthcare providers, and community organizations to support children with chronic health conditions. I provided health education to students, families, and school staff both in person and virtually, and developed education and training related to chronic-condition management, medications, and emergency situations. I also volunteer every summer at 2 different bleeding disorder camps in MI and KY as a camp nurse.

My earlier pediatric nursing experience included work in pediatric intensive care, hematology/oncology, and outpatient settings. These roles provided extensive experience with assessment, direct patient care, emergency situations, procedures, medication administration, family education, and caring for children with both acute and chronic health needs. This clinical foundation would allow me to confidently provide the standardized school health services, basic wound care, health screenings, and COVID-related protocols outlined in the position.

I particularly enjoy the educational and relationship-building aspects of nursing. I understand that a school nurse often serves as the bridge between students, parents, teachers, administrators, and healthcare providers. My career has prepared me to communicate clinical information clearly, recognize changes in a child's health status, respond appropriately to urgent situations.

I hold a Bachelor of Science in Nursing and maintain an active Michigan Registered Nurse license. I would welcome the opportunity to bring my pediatric nursing experience, compassion, flexibility, and commitment to children's health to your district. I am also comfortable working collaboratively across multiple school settings and adjusting priorities to meet the needs of students and staff.

Thank you for considering my application. I would appreciate the opportunity to discuss how my experience and qualifications could support the students, families, and schools within your district. The reference letter from Julia Mason is pending, I will attach when available.

Sincerely,

Mary Jane P. Frey, RN-BC, BSN, CPN (aka Missy)



Mary Jane P. Frey, RN-BC, BSN, CPN (aka Missy)
[redacted]

Professional Summary

Compassionate and dedicated Registered Nurse with over 25 years of pediatric and community health experience. Licensed in 9 states, with a strong background in child/adolescent health, chronic condition management, and family education. Skilled in preventive screenings, emergency care, and partnering with educators, staff, and parents to promote student health and academic success.

Core Competencies

- Student Health & Wellness (K–12)
- Emergency & First Aid Response
- Immunizations & Preventive Screenings
- Individualized Healthcare Plans (IHP/504)
- Chronic Condition Support (asthma, diabetes, hemophilia, sickle cell)
- Student & Family Health Education
- Staff Training & Health Promotion
- School & Community Collaboration

Professional Experience

Midwest Bleeding Disorder and Sickle Cell Nurse Educator
CVS Health | 2018 – 2025

- Partnered with schools and families to ensure safe participation in academics and activities for students with chronic conditions.
- Provided health education to students, families, and school staff (in-person and virtual).
- Developed care plans and staff training for emergencies, medication administration, and chronic condition support.

Hemostasis/Thrombosis Coordinator
Children's Hospital of Michigan | 2003 – 2018

- Coordinated care and education for pediatric patients with hematologic conditions.
- Worked closely with families, schools, and community partners to support academic success.
- Supervised nursing staff, social workers, and other clinical team members.

Earlier Pediatric Nursing Roles
Children's Hospital of Michigan & Karmanos Cancer Institute

- Delivered direct care in pediatric ICU, hematology/oncology, and outpatient clinics.
- Supported children and families with education, procedures, and transition of care to school settings.

Education

Bachelor of Science in Nursing (BSN) – Mercy College of Detroit (now University of Detroit Mercy)
Graduate Coursework – Central Michigan University

Licenses & Certifications

- Registered Nurse (Active in MI, OH, IN, IL, KY, DC, VA, MD, DE, FL, OK)
- **RN-BC** (Board Certified, Hemostasis Nursing) – 2016–2026
- **CPN** (Certified Pediatric Nurse) – 2006–present

Listed on Curriculum Vitae: Publications, Abstracts, Posters, Contributions to printed material, Formal lectures, Awards, Relevant Experiences and References available upon request

Clintondale Community Schools
35100 Little Mack Ave.
Clinton Township, MI. 48035
www.clintondaleschools.net

Phone: (586) 791-6300

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Superintendent
Mark Whelton

Board of Education Memo

September 28th, 2026

Clintondale Community School Board of Education,

I am writing to formally request your approval for the Interagency Cash Transfer Agreement between Clintondale Community Schools, as the Local Education Agency (LEA), and Michigan Rehabilitative Services (MRS) for $7,000.00. The financial responsibility of Clintondale Community Schools remains $7,000.00, which is the same amount requested for the 2025–2026 school year. The remaining cost is supported by MRS. A breakdown of the cost to be assumed by each agency is provided below:

Agency	Share Type	Share %	Amount
State or Local Public Agency	Non-Federal	27	$7,000.00
MRS	Federal	73	$18,926.00
Agreement Grand Total	Combined	100	$25,926.00

Michigan Rehabilitative Services and Clintondale Community Schools have partnered to provide Pre-Employment Transition Services (Pre-ETS) to students with disabilities as they prepare to transition from high school to postsecondary education and competitive integrated employment. The program provides students with opportunities to develop workplace readiness skills, explore career options, participate in work-based learning experiences, learn about postsecondary education, and develop self-advocacy skills.

During the 2025–2026 school year, 10 Pre-ETS files were opened, MRS staff participated in 15 IEP invitations, and attended 9 IEP meetings. Pre-ETS classroom programming was provided twice a month from October through May. Students also participated in MiCareer Quest, the MRS/DNEM Transition Conference, career-focused guest speaker presentations, and the MRS Macomb Summer Work Experience program. Seven students participated in the six-week paid summer work program, with an

Clintondale Community Schools
35100 Little Mack Ave.
Clinton Township, MI. 48035
www.clintondaleschools.net

Phone: (586) 791-6300

Board of Education
Jared Maynard, President
Lisa Valerio-Nowc, Vice-President
Ava McDowell, Secretary
Barry Powers, Treasurer
Kurt Wilson, Sr., Trustee
Lisa Wilson, Trustee
Diane Zontini, Trustee

Superintendent
Mark Whelton

additional student placed on the waitlist.

For the 2026–2027 school year, MRS has recommended continuing opportunities for students to engage with guest speakers, participate in community-based career exploration, attend MiCareer Quest, and continue participation in the MRS/DNEM Transition Conferences. These activities provide students with meaningful exposure to careers, employers, training opportunities, and postsecondary pathways.

The partnership between Clintondale Community Schools and MRS provides students with disabilities access to valuable vocational and employment experiences while supporting the district's responsibility to provide transition planning and services in accordance with the Individuals with Disabilities Education Act (IDEA). Through this collaboration, students are able to develop employability skills, explore career opportunities, and receive individualized support as they prepare for postsecondary education, employment, and independent living.

Thank you for your consideration and continued support.

Kevin Knoblock, Ed. S.
Assistant Superintendent of Special Services
Clintondale Community Schools

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
LANSING

SUSAN CORBIN
DIRECTOR

September 24, 2026

Clintondale Community Schools
35100 Little Mack
Clinton Township, Michigan 48035

To Whom It May Concern,

Enclosed is an invoice showing the amount due toward our Interagency Cash Transfer Agreement, as well as the due date. Per the agreement, $7,000.00 is due on or before December 31, 2026. An invoice is enclosed showing this information and where to send the check.

Thank you for your cooperation. Please call me if you have any questions or concerns.

Sincerely,

Christol James
Michigan Rehabilitation Services
Macomb District Manager

/jmh

Enc. (1)

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
LANSING

SUSAN CORBIN
DIRECTOR

September 24, 2026

Clintondale Community Schools
35100 Little Mack
Clinton Township, Michigan 48035

INVOICE FOR FY 2027 INTERAGENCY CASH TRANSFER AGREEMENTS

DESCRIPTION	AMOUNT DUE
Payment is due by December 31, 2026 for Fiscal Year 2027 Interagency Cash Transfer Agreement (ICTA), per schedule of agreement titled **Clintondale Community Schools.**	$7,000.00

Please make check payable to: **State of Michigan** and **Send to**:

Department of Labor and Economic Opportunity
Michigan Rehabilitation Services
Macomb District Office
43630 Hayes Rd. – Suite 120
Clinton Twp., Michigan 48038

Agreement #: 335

MRS District & Site: Macomb-Clinton Township

INTERAGENCY CASH TRANSFER AGREEMENT

This Agreement is entered into between the designated State unit and the state or local public agency named below:
DESIGNATED STATE UNIT NAME: **Michigan Rehabilitation Services (MRS)**
STATE OR LOCAL PUBLIC AGENCY NAME: Clintondale Community Schools
AGREEMENT TYPE: New: ☐ Continuation: ☒
AGREEMENT BEGIN AND END DATE October 1, 2026 - September 30, 2027
FISCAL YEAR APPROPRIATE TO THIS DOCUMENT: **2027**
GRAND TOTAL OF THIS AGREEMENT: $25,926.00
AGREEMENT TITLE: Clintondale Community Schools

This Interagency Cash Transfer Agreement (Agreement) is created and agreed to by MRS and the state or local public agency designated above (Parties) to enhance and improve the provision of vocational rehabilitation services to individuals who meet the following MRS eligibility criteria, as set forth in 34 CFR 361.42(a)(1):

(i) A determination by qualified personnel (employed by the designated State unit) that the applicant has a physical or mental impairment.

(ii) A determination by qualified personnel (employed by the designated State unit) that the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant.

(iii) A determination by a qualified vocational rehabilitation counselor employed by the designated State unit that the applicant requires vocational rehabilitation services to

prepare for, secure, retain, advance in, or regain employment that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.

(iv) A presumption, in accordance with paragraph (a)(2) of this section, that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

The provision of vocational rehabilitation services through this Agreement must be consistent with the MRS 2024-2028 State Plan, including but not limited to implementation of an Order of Selection for Services (OSS) [34 CFR 361.36(d)(1)]. The requirements specified in the MRS State Plan on file with the United States Department of Education, Rehabilitation Services Administration will apply to all funds associated with this Agreement.

Purpose of this Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the above referenced state or local public agency will provide non-Federal share as an allowable source of match as referenced in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200.

I. Description of the Program

A. Purpose of the Program

1. Purpose Statement
   Michigan Rehabilitation Services and the Clintondale Community Schools have partnered to improve transition services and increase successful employment outcomes for Transition Youth. The program is intended to be mutually supportive of both organizations for maximum results.

   This cooperative program will provide a range of vocational experiences and supports to students as they prepare to exit the high school setting and enter the labor force. Vocational rehabilitation services will not replace or superseded mandated, typical, or customary Clintondale Community Schools services.

2. Target Population
   Services will not be extended to or include non-MRS customers. This program targets Transition Youth who have a disability and are enrolled in Clintondale Community Schools and have achieved at least junior status in a traditional high school, ISD, or those at risk of dropping out of school.

3. Target Geographic Area
   The target area includes all locations within the boundaries of the Clintondale Public Schools, primarily Clinton Township.

4. Outcome Goals

The following outcome goals have been established and agreed upon by both parties:

Applicants for MRS services	12
Determined eligible for MRS services	10
Individualized Plan for Employment	10
Successful employment outcome	5

B. Scope of Vocational Rehabilitation Services to be Provided Under the Program

1. Description of Services

MRS may provide, arrange, or purchase vocational rehabilitation services necessary for determining eligibility, priority for service, and vocational rehabilitation needs.

MRS may provide, arrange or purchase those vocational rehabilitation services related to an Individualized Plan for Employment necessary to assist the individual in preparing for, securing, retaining, or regaining an employment outcome in an integrated setting that is consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

MRS may provide or arrange for the provision of Pre-employment Transition Services in collaboration with the local educational agencies for all students with disabilities or potentially Eligible students. Activities include: Job Exploration Counseling, Work-based Learning Experiences, Counseling on opportunities for Post-secondary Educational programs, Workplace Readiness Training, and Instruction in Self-advocacy.

Additionally, the Parties have identified the following VR service(s) as integral to achieving the program outcome goals: Services may include individualized vocational guidance and counseling, job shadowing, on the job experiences, employer tours, school tours, job development and job placement.

C. Role of Each Participating Agency in the Provision of Services

1. Role of MRS

Christol James, Macomb District Manager, will serve as the primary administrative contact for MRS.

To achieve the outcome goals for this program:

a. MRS staff will be responsible for the following: Meeting with referred students throughout the school year. MRS staff will provide professional

vocational rehabilitation counseling services to eligible students with disabilities, including Special Education students.

MRS staff will cooperate with the Clintondale staff in providing orientation and intake to students, family members, and guardians to inform them of MRS Rights & Responsibilities, policies and services.

MRS staff will meet with Clintondale staff to discuss and review potential referrals.

MRS will provide/arrange for evaluations/assessments required for the determination of eligibility for MRS services. MRS will not replace customary assessments normally performed by Clintondale Community Schools. Whenever possible, available documentation will be used to assist in eligibility determination and vocational rehabilitation planning.

Whenever possible, MRS staff may be available to participate in IEP and transition planning for identified students when requested by the school staff. Clintondale Community Schools will have the responsibility for the completion and signature allowing an outside agency to participate in the IEP process/meeting.

MRS will provide career exploration services that may include a classroom component. The classroom experience will address resume preparation, mock employment interviews, application completion, employer expectations, and other information that will prepare the students for entry into employment following graduation. MRS may also provide and/or assist with transportation to off campus VR related activities and experiences. Eligible students will participate in these activities based on their need and interest. These services are not intended to replace school responsibilities, but, rather, to reinforce classroom activities.

In partnership with the Clintondale staff, MRS will help to arrange employment presentations, career tours, job shadowing, or other activities that will help to enhance student understanding of employment opportunities.

As students near completion of their high school program and are prepared to enter the labor force, MRS staff will arrange for job development/placement services, follow-up, and job retention services to eligible students.)

b. Applicable workflow processes include: Acceptance of completed application materials, customer meetings to assist with eligibility determination, attendance at IEP's when appropriate, development of IPE in appropriate alignment with student's IEP, initiation of customer specific services

c. ☐ Training is not anticipated
☒ Training will be provided in the following area(s): Training needs will be identified and provided for MRS staff as needed for continuous improvement as it relates to services provided to MRS customers/students.

2. Role of state or local public agency

Kevin Knoblock, Interim Superintendent, Assistant Superintendent of Special Services, will serve as the primary administrative contact for the state or local public agency.

To achieve the outcome goals for this program:

a. State or local public agency staff will be responsible for the following: Initiating and assisting with processing all referrals to MRS. School staff will review referrals with MRS staff and will assist in contacting and arranging meetings with students.

b. Applicable workflow processes include: School staff will work with the MRS liaison to facilitate application completion, provide documentation for eligibility determination and coordinate student meetings, field trips, etc.

c. ☐ Training is not anticipated
☒ Training will be provided in the following area(s): Training needs for the school staff will be identified on an as needed basis. MRS will provide information to school staff regarding the referral process and can provide training to additional Special Services staff as needed regarding MRS services.

D. Quality Assurance Activities

1. Data Sharing & Reporting Plan

At a minimum, the Parties have agreed to exchange the following data set(s): At a minimum, the Parties have agreed to exchange the following data set(s): MRS, in collaboration with Clintondale Community Schools, will provide an annual report identifying total number of students served, services provided, and employment outcomes.

The Clintondale Community Schools and MRS further agree to share information needed to develop, implement, and execute an agreed upon Individualized Plan for Employment (IPE) as needed. The intent of this collaboration is to ensure alignment of the IPE and IEP for successful transition from school to work.

The primary administrative contacts or their designees will complete this activity

☐ Monthly ☐ Quarterly ☐ Biannually ☒ Other, please explain: The method of reporting will include discussion and formal (annual) report.

2. Progress Monitoring

   The primary administrative contacts or their designees agree to meet ☐ Monthly ☐ Quarterly ☐ Biannually ☒ Other, please explain: Annually, and at the request of either party, to review progress toward outcome goals, resolve issues, and ensure the continuity of all Agreement components.

   Progress measures are identified in sections I(A)(4) and/or I(D)(1).

3. Program Evaluation

   At a minimum, the Parties agree to an annual review of the programs overall impact and outcomes. The primary administrative contacts will complete this activity.

   Program evaluation success indicators and measures are identified in sections I(A)(4) and/or I(D)(1). The Parties have agreed to the following additional success indicators:

   -Total number of students served under the agreement
   -Number of students with an IPE as part of the agreement
   -Number of students successfully employed

E. Share of Cost to be Assumed by Each Agency

Agency	Share Type	Share %	Amount
State or Local Public Agency	Non-Federal	27	$ 7,000.00
MRS	Federal	73	$ 18,926.00
Agreement Grand Total	Combined	100	$ 25,926.00

II. Funding Qualifications

Non-Federal share provided under this Agreement will not originate from any other Federal grant or count towards satisfying a matching or cost sharing requirement of another Federal grant agreement, contract, or any other award of Federal funds. Program income generated or earned as a result of this Agreement cannot count toward satisfying a Federal match or cost sharing requirement.

Program expenditures under this Agreement will be under the control of MRS. All services provided under this Agreement are only available to MRS applicants and eligible individuals.

The entire non-Federal share will be obligated first during the fiscal year in which this Agreement pertains. Any funds remaining after the date identified below may be redirected to the statewide MRS general fund and spent at the discretion of MRS.

Date after which funds may be redirected: June 15, 2027

In the event Federal share is unavailable or unsecured, this Agreement would be deemed null and void.

III. Payment Terms and Conditions

A. Terms of Payment

The state or local public agency agrees to make payment of the non-Federal share based on the schedule below.

This Agreement increases or expands the scope of VR services available to individuals with disabilities. A waiver has been granted by the Rehabilitation Services Administration authorizing this Agreement. Failure to meet non-Federal share obligations by the state or local public agency may result in termination of this Agreement and all associated services.

B. Payment Schedule

Single Payment Schedule

Amount	Payment Due On or Before
$ 7,000.00	December 31, 2026

IV. Audits and Records

The state or local public agency agrees:

A. To retain all financial and accounting records related to this Agreement through the term of this Agreement and for four years after the latter of termination, expiration, or final payment under this Agreement or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

B. To assure state personnel, federal personnel, and personnel authorized by MRS shall have full access to the records during the time the state or local public agency is obligated to retain the records.

C. At the request of MRS, to provide access to and furnish whatever information is deemed necessary by MRS in order to fully, accurately and timely assess satisfactory performance of the terms and conditions of this Agreement.

D. At the request of MRS, to permit onsite visits by designated State of Michigan employees or agents to conduct audits or otherwise review books and records for any reason connected with the administration of this Agreement.

V. Dispute Resolution

In the event of a dispute between the Parties concerning the interpretation or implementation of this Agreement, or the provision of services funded under this Agreement, the Parties agree to attempt in good faith to informally resolve the disagreement. To initiate dispute resolution under this section, the state or local public agency shall provide MRS with a written summary of the complaint. The state or local public agency should include the following information in the letter of the complaint: name and address of the person MRS should contact regarding the complaint, identification of the specific provision of this Agreement or its attachment in dispute and all documentation in support of the position. The following summarizes the dispute resolution process:

A. Step One, Informal

The Parties will meet to discuss the nature of the dispute and to discuss appropriate solutions pertaining to this Agreement. This must occur within fifteen (15) business days, from the date of receipt of the complaint or such additional time as the Parties agree in writing.

B. Step Two, Formal

If the informal dispute resolution process is unsuccessful, the appropriate MRS District Manager, Division Director and the administrative head of the state or local public agency shall meet within fifteen (15) business days of the first meeting (or such additional time as the Parties agree in writing) to review the efforts at resolution and to continue working at resolving the dispute(s). The Parties shall use their best efforts to identify in writing all disputed issues, the respective party's proposed resolution and any agreed upon resolutions relative to the issues identified (Written Summary).

C. Step Three, Formal

If the dispute(s) cannot be resolved at Step Two, the Parties shall, within seven (7) days following the meeting in B (unless extended in writing by the Parties), above, provide the MRS Director with the Written Summary and meet with the MRS Director or his or her designee to discuss the complaint. The MRS Director or designee will provide the Parties with a final written resolution within thirty (30) days of this meeting. The action of the MRS Director or designee is final and binding on the Parties.

VI. Mutual Drafting

Both Parties contributed equally to the drafting and negotiation of this Agreement. As such, the Parties agree that, in the event of a dispute, the provisions of the Agreement shall not be strictly construed against any Party as the drafter of this Agreement. The

Parties acknowledge that they have had the opportunity to have their respective attorneys review and approve this Agreement as to its form and effect.

VII. Renegotiation or Modification

To be effective, any modifications or amendments to this Agreement must be in writing and signed by the Parties.

VIII. Cancellation

MRS or the state or local public agency, with or without cause, may cancel this Agreement upon no less than thirty (30) days written notice. If this Agreement is terminated prior to the end of the fiscal year, the unobligated non-Federal share will be returned to the state or local public agency within 30 days of the effective termination date. To terminate, the written notification must be sent by certified mail with return receipt requested to all signatories prior to August 1st of the current fiscal year.

This Agreement will end on the later of the specified termination date or 30 days after receipt of request for termination.

IX. Governing Statutes

The Parties shall comply with all applicable federal laws and regulations in carrying out the terms of this Agreement, including but not limited to the following:

A. Title VI of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.

B. Section 504 of the Rehabilitation Act of 1973, as amended, which, among other things, prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.

C. Americans with Disabilities Act of 1990, which, among other things, prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and in telecommunications.

D. Title IX of the Education Amendments of 1972, as amended, which, among other things, prohibits discrimination on the basis of gender in education programs and activities receiving or benefiting from federal financial assistance.

E. The Age Discrimination Act of 1975, as amended, which, among other things, prohibits discrimination on the basis of age in program or activities receiving or benefiting from federal financial assistance.

F. The Omnibus Budget Reconciliation Act of 1981, which, among other things, prohibits discrimination on the basis of gender or religion in programs and activities receiving or benefiting from federal financial assistance.

G. Federal: Other applicable regulations including but not limited to OMB Circulars A-87, the Education Department of General Administrative Regulations (EDGAR), the federally approved MRS State Plan and the State Program Regulations at 34 CFR 361.

H. Title VII of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination with respect to employment, compensation, and terms and conditions of employment on the basis of race, color, religion, gender, or national origin.

The Parties shall comply with all applicable state laws and rules in carrying out the terms of this Agreement, including but not limited to the following:

A. Persons with Disabilities Civil Rights Act – Act 220 of 1976, defines the civil rights of persons with disabilities; prohibits discriminatory practices, policies, and customs in the exercise of those rights; prescribes penalties and to provide remedies.

B. Elliot Larsen Civil Rights Act – Act 453 of 1976, defines civil rights; prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status; to preserve the confidentiality of records regarding arrest, detention, or other disposition in which a conviction does not result; to prescribe the powers and duties of the civil rights commission and the Department of Civil Rights; provides remedies and penalties; provides for fees; and to repeal certain acts and parts of acts.

C. All other applicable state or federal laws, regulations, rules or standards that prohibit discrimination on any basis.

X. Safeguarding Information

The Parties shall not use or disclose any confidential or personally identifying information concerning applicants or recipients of services under or incidental to this Agreement for any purpose except as permitted or authorized by law (34 CFR 361.38).

XI. Standard Terms and Conditions

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties as to the subject matter covered in this Agreement. If any terms or provisions of this Agreement are found illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and the illegal or unenforceable terms or provisions shall be stricken.

Neither Party shall be responsible for the costs or obligations of the other party in carrying out the terms of this Agreement.

XII. Effective Date, Approval, and Execution

This agreement is effective on October 1, 2026.

MRS and the state or local public agency have obtained all necessary approvals to enter into this Agreement and have caused this Agreement to be signed by their respective authorized officers or representatives as set forth below:

Signature [redacted]	Signature
MRS District Representative Signature	State or Local Public Agency Representative Signature
CHRISTOL JAMES	
Printed Name of Signatory (all capital letters)	Printed Name of Signatory (all capital letters)
District Manager	
Title	Title
9/1/26	
Date	Date

Signature

MRS Director Signature

Printed Name of Signatory (all capital letters)

Title

Date

MRS Local Address: Macomb District Office Atrium Office Center 43630 Hayes Road, Ste. 120 Clinton Township, Michigan 48038	State or Local Public Agency Name and Address: Clintondale Community Schools 35100 Little Mack Avenue Clinton Township, Michigan 48035
Leave blank	Name, Title, and Phone Number of State or Local Public Agency Representative: Kevin Knoblock Interim Superintendent, Assistant Superintendent of Special Services
Leave blank	Federal Identification Number: 38-6002510

Clintondale Community Schools
35100 Little Mack, Clinton Township, Michigan 48035-2633
Phone: (586) 791-6300 · Fax: (586) 791-6786
www.clintondaleschools.net

MEMORANDUM

TO: Board of Education
FROM: Mark Whelton; Superintendent, Kevin Taratuta; Chief Financial Officer, Carla Kelley; Supervisor of Operations
DATE: September 28, 2026
RE: Construction Management as Adviser contract award recommendation

Dear Board of Education Trustees,

The district was awarded $19.3 million in state grant funding for the replacement and repair of critical HVAC and roofing infrastructure across all educational buildings. This grant includes strict provisions and compliance deadlines, most notably that all funds must be expended by September 30, 2028. Due to the scope of these requirements and the limited capacity of our internal team, administration determined and previously informed the Board that securing a professional construction management firm is essential.

We believe this approach serves the best interests of the district and our students for the following reasons:

1. The success of this initiative depends heavily on thorough upfront planning. An experienced firm brings the expertise needed to review architectural drawings, assess building-specific needs, and develop an actionable program. They will also provide critical value engineering, identifying opportunities to maximize grant dollars without compromising facility needs.

2. The work requires managing multiple prime contractors and specialty trades including mechanical contractors, electricians, installers, and engineers. Coordinating these entities exceeds the daily operational capacity of district personnel.

3. Dedicated management ensures consistent job-site safety enforcement, seamless coordination with ongoing school operations and building use, regular progress meetings, and daily on-site supervision.

4. Each phase demands detailed bid specifications, public procurement administration, and milestone scheduling that require specialized oversight to protect the district's legal and financial interests.

Hiring a construction manager is a proven model for Clintondale. In 2005, the district successfully utilized a construction manager to oversee its $7 million bond program. At $19.3 million, this grant project is nearly three times that size.

Under Michigan law, school districts are not required to issue a competitive Request for Proposals (RFP) for professional services. However, administration elected to conduct a competitive process to ensure fiscal responsibility and transparency. On September 11, 2026, four (4) proposals were received. On September 18, 2026, the interview committee evaluated all four firms.

Interviews were scored against the following predetermined criteria:

- K-12 Experience: Track record with school construction and the proportion of K-12 work within their overall portfolio.
- Cost: Proposed fee structure and overall value.
- Communication and Collaboration: Approach to community engagement, stakeholder updates, and coordination with district leadership.
- Long-Term Planning: Capacity to assist Clintondale with facility assessments and pre-bond planning services, should a future bond initiative be pursued.

Following these interviews, the evaluation committee consisting of the Superintendent, Chief Financial Officer, and Supervisor of Operations unanimously recommends **McCarthy & Smith, Inc.**

Key qualifications supporting this selection include:

- School construction represents approximately 85% of their total business volume.
- Over 60 years of construction management experience across Michigan.
- Submitted the lowest fee proposal among all competing firms.
- Proven project portfolio ranging from $7.5 million to over $100 million.
- Direct institutional knowledge of Clintondale facilities, having served as our construction manager for the 2005 bond program.

Administration recommends that the Board of Education award the contract for Construction Manager as Adviser (CMa) services to McCarthy & Smith, Inc., at a fee not to exceed 8.8% of direct construction costs.

A formal agreement is being prepared. For your review, we have attached:

- A draft agreement based on AIA Document C132™–2019 (Standard Form of Agreement Between Owner and Construction Manager as Adviser).
- The bid tabulation
- The fee proposal and cost schedule submitted by McCarthy & Smith, Inc.

Thank you for your consideration.

Mark Whelton, Superintendent
Kevin Taratuta, Chief Financial Officer
Carla Kelley, Supervisor of Operations

AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Twenty-Eighth day of September in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

Clintondale Community Schools
35100 Little Mack Avenue
Clinton Township, MI 48035
Telephone: (586) 791-6300

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

McCarthy & Smith Inc.
24317 Indoplex Circle
Farmington Hills, MI 48335
Telephone: (248) 427-8400

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

Clintondale Community Schools 2026 School Infrastructure Grant project, with improvements in accordance with Owner-approved plans and specifications, all applicable laws, the Owner's fixed budget, and as otherwise approved by the Owner

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

Wakely Associates, Inc.
30500 Van Dyke Ave, Suite 298
Warren, MI 48093
Telephone: (586) 573-4100

The Owner and Construction Manager agree as follows.

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

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

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7 COPYRIGHTS AND LICENSES

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10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As expressly approved by the Owner in writing after advice and input from the Architect, Construction Manager, and any others deemed appropriate by the Owner.

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

As expressly approved by the Owner in writing after advice and input from the Architect, Construction Manager, and any others deemed appropriate by the Owner.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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User Notes: (6ab409f667184117f8288b8b)

A fixed sum to be established by the Owner as a condition of this Agreement. The fixed sum shall not to exceed the grant total of $19,500,000.

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

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

Final invoices must be paid no later than September 30, 2028 in accordance with grant conditions. Grant funds cannot be liquidated after this date.

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitively bid Multiple Prime Contractors in accordance with the Revised School Code and other applicable laws.

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

To be determined.

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

~~**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235 2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235 2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~ Not Applicable

§ 1.1.7.1

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

Not Applicable

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

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Superintendent

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

As the Board of Education directs, the State of Michigan, and as otherwise required by law

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

.1 Land Surveyor:

To be determined.

.2 Geotechnical Engineer:

To be determined.

.3 Civil Engineer:

To be provided by Architect as a Basic Service

.4 Contractors, as defined in Section 1.4:

Determined by the Owner in accordance with competitive bidding requirements under law, including, as applicable MCL 380.1267, MCL 380.1274, and MCL 380.1274a

.5 Separate Contractors, as defined in Section 1.4:

To be determined.

.6 Other, if any:
(List any other consultants retained by the Owner.)

To be determined

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§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

William McCarthy
24317 Indoplex Circle
Farmington Hills, MI 48335
bmccarthy@mccarthysmith.com

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

TBD

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

To be determined

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

Not Applicable

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

To be determined

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

§ 1.3 The parties ~~shall~~ may 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.~~

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances and

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familiar with the school construction industry in Michigan. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in ~~AIA Document B132™–2019, Standard Form of~~ the Agreement Between Owner and Architect, ~~Construction Manager as Adviser Edition~~. The Construction Manager shall not be responsible for actions taken by the Architect.

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

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

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. ~~Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the~~ The Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. ~~Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection.~~ The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable ~~and timely~~ objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed. See also Section 12.4.

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

§ 2.8 The Construction Manager shall maintain ~~the following~~ insurance ~~until termination of this Agreement. If any of the requirements~~ of types and amounts set forth below, ~~are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay~~as required by law, or as set forth in any Certificate of Insurance provided by the Construction Manager ~~as set forth in section 11.7.~~, whichever is greater.

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars ($ 1,000,000.00) 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.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, 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. The Construction Manager shall provide excess or umbrella coverage with a policy limit of not less than Ten Million Dollars ($10,000,000.00).

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§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000.00) each accident, ($) each employee, and ($) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

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

§ 2.8.7 ~~The~~ Insurances required or otherwise provided by the Construction Manager shall either be (i) occurrence-based and maintained in force during the life of the Project and for a period of no less than twelve (12) months after the relevant date of Substantial Completion of the Project, or (ii) claims-made and maintained in force during the life of the Project and for a period of no less than seven (7) years after the relevant date of Substantial Completion of the Project.

§ 2.8.8 At or before execution of this Agreement, the Construction Manager shall provide certificates of insurance to the Owner that evidence ~~compliance~~ the Construction Manager's insurances (i) comply with the requirements in this Section 2.8, (ii) are primary and non-contributory, and (iii) may not be, non-renewed, or eliminated without at least thirty (30) days' prior written notice to the Owner.

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

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be responsible for managing and maintaining the centralized electronic document management system. ~~The centralized electronic document management system shall include the following:~~
~~*(List any items that are to be included in the centralized electronic management system.)*~~at no additional cost to the Owner, except as specifically identified and agreed in Article 11.

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, ~~and~~ for a period of at least six (6) years following final completion of the Project, during which period the Owner and Architect shall have access to the documents and information. The Construction Manager shall notify the Owner in writing at least ninety (90) days before disposing of any referenced records for any reason and at any time, to afford the Owner sufficient notice to take possession of such records if required or desired. The Construction Manager shall transmit the documents and information to the Owner ~~at final completion~~ upon the Owner's request.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

§ 3.1.1 The Construction Manager's Basic Services consist of those described in this ~~Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.~~Agreement, AIA Document A232-2019, as modified, and any other Contract Document, unless such services are expressly designated as Additional Services. Basic Services shall include, but not be limited to, usual and customary construction coordination, scheduling, constructability review, cost estimating, and allocation and supervision of construction activities among the Contractors.

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§ 3.2 Preconstruction Phase

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

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

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall ~~periodically~~ update the Construction Management Plan monthly, or as otherwise appropriate, for the Owner's approval, over the course of the Project. The Construction Manager acknowledges that the Owner is not a construction professional and that approval by the Owner is for general concepts only.

§ 3.2.4 The Construction Manager shall prepare and periodically update in writing, at least monthly or as otherwise agreed by the Owner and Construction Manager, the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion. The anticipated construction schedule, including critical and long-time items, should be taken into account.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including but not limited to phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, materials and equipment, including but not limited to those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner. The Construction Manager shall provide the current Project construction schedule for each set of bidding documents.

§ 3.2.6 Based on the preliminary design, design criteria, and other information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including but not limited to the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

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

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

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§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, ~~at appropriate intervals agreed to~~ in writing, at least monthly or as otherwise agreed by the Owner, and Construction Manager ~~and Architect~~, , an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and shall make recommendations for corrective action.

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

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

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

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

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

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

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

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

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

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall ~~assist~~ develop the ~~Owner and the Architect with the development of the Bidding Documents,~~ Bidding Documents in compliance with applicable laws, including prevailing wage laws, MCL 408.1101 et seq., which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders, prepare and publish necessary bid notices and advertisements, and conduct pre-bid conferences with

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prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda. All bid documents shall acknowledge that modified Construction Contract forms shall be used.

§ 3.2.20 The Construction Manager shall develop and submit a list of prospective bidders to whom copies of the invitation to bid are to be sent for the Architect's review and the Owner's approval. Additionally, the Construction Manager acknowledges that its Basic Services include assisting and advising the Owner with respect to compliance with the competitive bidding requirements of MCL 380.1267 and MCL 380.1274.

§ 3.2.21 ~~The~~After the Owner receives bids, the Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, conduct post-bid interviews with apparent low bidders, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors. As part of its assistance, the Construction Manager shall verify that the Contracts for Construction have been modified to conform with this Agreement and the Agreement between the Owner and the Architect, including but not limited to with respect to dispute resolution procedures, permit requirements, bond requirements, insurance requirements (including naming the Owner as an "additional insured"), indemnification, and an acknowledgement of the supremacy of Michigan law. The Construction Manager shall ensure that the Contracts for Construction and the General Conditions (premised on AIA Document A232-2019) have either been reviewed by, or drafted by, the Owner's legal counsel. The Construction Manager should include modified drafts of the Contract for Construction and General Conditions in the Bidding Documents.

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

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

§ 3.2.25 The Construction Manager shall keep the Architect and the Owner informed of any changes in requirements, general market conditions or in construction materials, systems or equipment as the Drawings and Specifications are developed.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. ~~If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.~~, as modified for the Project.

§ 3.3.2 ~~Subject to Section 4.2 and except as provided in Section 3.3.30, the~~The Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment, or 30 days after final payment to all Contractors is due. Nothing herein shall be deemed to eliminate or reduce the Construction Manager's obligations following the Construction Phase, which shall extend to the end of the Contractors' warranty periods or, if longer, as set forth in Article 12.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. See also Section 12.4 and Section 12.18.

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

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

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

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

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

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

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

§ 3.3.11 ~~The~~ On a monthly basis or as otherwise expressly agreed by the parties in writing, the Construction Manager shall develop and deliver to the Owner cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports, and shall advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records, all of which shall be updated on at least a monthly basis.

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

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§ 3.3.12.2 Not more frequently than monthly or as otherwise provided in the relevant Contracts for Construction, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

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

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

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum. Nothing in this Section 3.3.12.4 shall be interpreted to reduce or eliminate the Construction Manager's duties set forth in Section 12.18.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Construction Manager shall advise the Contractor of safety violations and shall verify the correction of such violations if observed by the Construction Manager in light of its experience and expertise in Michigan school construction. The Construction Manager will report safety violations to the Owner if not reasonably, timely, and properly corrected in the field. Such duties and responsibilities of the Construction Manager shall in no way waive, limit or excuse the Contractor's full duty and liability with regard to safety.

§ 3.3.14 The Construction Manager shall determine ~~in general~~ that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents using the best efforts consistent with the standards of the construction industry for a construction manager-adviser and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. ~~The Construction Manager shall have the authority to~~ Subject to the authority of the Owner, the Construction Manager shall reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not

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constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures. See Section 12.2.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent authorized by law and provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. ~~The~~ Except as otherwise provided in this Agreement, the Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for ~~the Construction Manager's~~ negligent acts or omissions~~, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the~~ of the Construction Manager or others performing at the Construction Manager's direction or control, including but not limited to failures to reject non-conforming Work.

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

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted ~~or required~~ and approved by the Owner, prepare Change Orders and/or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents. The Construction Manager shall contemporaneously review all changes and potential changes in the Work with the Owner and Architect for reason, cost, cause, and responsibility.

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

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

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

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

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§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, delays, and other similar relevant data as the Owner may require. The log shall be available to the Owner.

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

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

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

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

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

§ 3.3.22 ~~Utilizing the documents provided by the Contractors, the~~The Construction Manager shall make available, at the Project site, the Contract Documents, including Drawings, Specifications, addenda Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. ~~These~~ The Construction Manager shall ~~be~~ maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make available all such records in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner in reasonable condition and in good order.

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

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

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

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

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

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

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

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

~~**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**~~

~~**§ 4.1 Supplemental Services**~~

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

~~*(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*~~**§ 3.3.31** As part of Basic Services, the Construction Manager shall be prepared to serve, and shall serve when requested by the Owner, as a witness in connection with any public hearing, arbitration proceeding, mediation, legal proceeding or administrative law proceeding, but only if (a) the public hearing is a public hearing of the Owner, (b) the Construction Manager is a party to the applicable arbitration, legal, mediation, or administrative proceeding, and/or (c) the Construction Manager's services are at issue in the applicable arbitration, legal, mediation, or administrative proceeding.

§ 3.3.32 To the extent required by law or as required by the Owner, the Construction Manager shall require each Contractor for each separately bid portion of the Work to obtain and maintain a performance bond and payment

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bond in an amount covering the Contractor in a form and with a surety acceptable to the Owner in connection with its obligations thereunder. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum. The Construction Manager shall deliver the required bonds to the Owner at least three (3) days before the commencement of any work at the Project site.

§ 3.3.33 The Construction Manager shall assist the Owner and the Architect in the planning and sequencing of construction activities in order to accommodate necessary Work during occupancy of the Project area in a manner acceptable to the Owner. The Construction Manager acknowledges and agrees that the Owner needs and will be using the Project area or portions thereof for its educational purposes during construction. The Construction Manager will perform its work and will coordinate and manage the work of the Contractors so as not to interfere with the Owner's use of the Project area for educational purposes, including but not limited to controlling and managing noise levels, safety, dirt, dust, debris, convenient access, etc.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1

Any Supplemental Service or Additional Service (which may include, but are not necessarily limited to the services listed below and not identified as Basic Services) may be provided by the Construction Manager and compensated as a Supplemental Service or Additional Service if: (a) required for the Project, (b) the Owner authorizes the performance of same in writing prior to the Construction Manager's provision of any such service, and (c) the Construction Manager provides a good faith estimate of the cost of same prior to the Owner's authorization. The Owner shall not be obligated to pay for any Supplemental Service or Additional Service in the absence of the foregoing. For a properly authorized Supplemental Service or Additional Service, the Owner shall compensate the Construction Manager as provided in Sections 11.2 through 11.4.

Supplemental Services	Responsibility *(Construction Manager, Owner or not provided)*
§ 4.1.1.1 Measured drawings	
§ 4.1.1.2 Tenant-related services	
§ 4.1.1.3 Commissioning	Basic Service to the extent set forth in Section 3.3.24
§ 4.1.1.4 Development of a commissioning plan	Basic Service
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Basic Service
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Basic Service
§ 4.1.1.8 Assistance with site selection	Basic Service, if requested by Owner
§ 4.1.1.9 Assistance with selection of the Architect	Basic Service, if requested by Owner
§ 4.1.1.10 Furnish land survey and other legal information referenced in Section 5.6	
§ 4.1.1.11 Furnish geotechnical engineering services or other related services as referenced in Section 5.7	
§ 4.1.1.12 Provide insurance advice	Basic Service, if requested by Owner
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Basic Service
§ 4.1.1.14 Stakeholder relationships management	Basic Service, if requested by Owner
§ 4.1.1.15 Owner moving coordination	Basic Service

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§ 4.1.1.16	Coordination of Owner's Separate Contractors	Basic Service
§ 4.1.1.17	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

~~*(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*~~

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

~~*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*~~

~~**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.~~

§ 4.1.2.2

§ 4.1.3

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement if done so in compliance with the first paragraph of Section 4.1.1, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any properly authorized Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 ~~Upon recognizing the need to perform the~~The following Additional Services, ~~the Construction Manager~~ shall ~~notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization~~ be provided if there has been compliance with the first paragraph of Section 4.1.1:

.1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered ~~additional services~~ Additional Services;

.2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;

.3 Services necessitated by decisions of the Owner not rendered in a timely manner ~~or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors~~, acknowledging the Owner's obligations under the Open Meetings Act;

.4 ~~Preparation of documentation for alternate bid or proposal requests proposed by the Owner~~;

.5 ~~Preparation for, and attendance at, a public presentation, meeting or hearing~~;

.6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto, or the Construction Manager's services are at issue;

.7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work~~; or~~.

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.8 ~~Assistance to the Initial Decision Maker~~.

§ 4.2.3 ~~To avoid delay in the~~The Construction ~~Phase, the Construction~~ Manager shall provide the following Additional Services. ~~notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice~~ if there is compliance with the first paragraph of Section 4.1.1:

.1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work except those claims required for the timely completion of construction.

.2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after ~~(1)~~ the ~~date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall~~timeframe established in Section 3.3.2, may be compensated as Additional Services to the extent the Construction ~~Manager~~ Manager's services are affected, the Construction Manager incurs additional cost in providing those Construction Phase Services, and there has been compliance with the first paragraph of Section 4.1.1.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information as specifically requested by the Construction Manager in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements, subject to the Owner's status as a public body and acknowledging that the Owner is not a construction professional.

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

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

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in ~~AIA Document B132–2019, Standard Form of~~ the Agreement Between Owner and Architect, ~~Construction Manager as Adviser Edition~~. The Owner shall provide the Construction Manager with a copy of ~~the scope of services in~~ the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project, subject to parameters of authority set by the Owner. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential

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progress of the Construction Manager's services, subject to the Owner's status as a public body. The Construction Manager shall timely prepare and submit to the Owner all recommendations, documents, or other matters for which Owner's approval is required. The Construction Manager will also forward to the Owner, as necessary, the drawings and specifications created by the Architect.

§ 5.6 ~~Unless provided by the Construction Manager~~As necessary for the Project, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Upon Owner's request, the Construction Manager will assist the Owner in identifying an entity or entities to provide such services and information.

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

~~**§ 5.8** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.~~ Upon request, the Construction Manager will assist the Owner in identifying an entity or entities to provide such services and information.

§ 5.8

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

§ 5.10 The ~~Owner~~ Construction Manager shall coordinate the services of ~~its own~~ the Owner's consultants with those services provided by, or on behalf of, the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants ~~other than those designated~~ when not designated as the responsibility of others, including as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager timely requests such services and demonstrates that they are reasonably required by the scope of the Project. ~~The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.~~

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Upon request, the Construction Manager will assist the Owner in identifying an entity or entities to provide such services and information.

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

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

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services. Should said fault or defect remain unresolved after a reasonable amount of time, the Owner shall give to the Construction Manager written notice of those unresolved issues. Failure of the Owner to provide notice shall not relieve the Construction Manager of its responsibilities. Further, the Owner does not assume any duty of inspection by the inclusion of this section. The Construction Manager shall provide the Architect and the Owner prompt written notice if it becomes aware of any fault or defect in the Project, the Contract Documents, including errors, omissions, or inconsistencies in the Architect's Instruments of Service, or any fault or defect in the Construction Manager's services.

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

§ 5.15 The Owner ~~shall~~ may communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The ~~Owner and~~ Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the ~~Architect~~ Construction Manager of the substance of any direct communications ~~between~~ with the ~~Owner~~Contractors and the Construction ~~Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect~~Manager's consultants that may affect the Construction Manager's services.

§ 5.16 Before executing the Contracts for Construction, the ~~Owner~~ Construction Manager shall ~~coordinate~~ assist the Owner in coordinating the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction. See also Section 3.2.22.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of cost estimating or budget tracking under this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. ~~The Cost~~, compensation of the ~~Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work~~Construction Manager and Construction Manager's Consultants, compensation of the Architect and the Architect's consultants, and compensation of any other Owner-hired consultants, including respective compensation for reimbursable expenses at the job site, if any.

For purposes of calculating fees or other costs determined on a percentage of the Cost of the Work, the Cost of the Work does not include the compensation of the Architect or the Architect's consultants, compensation of the Construction Manager or the Construction Manager's consultants, compensation of any other Owner-hired consultants, work for which the Construction Manager is not providing services (for example,

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technology improvements, bus purchases, plan/review fees, Owner-purchased equipment), the costs of the land, rights-of-way, financing, unused or unauthorized use of Project contingency funds; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is ~~provided~~ referenced in Initial Information, and ~~shall be adjusted throughout the Project as required under Sections 5.2 and 6.4~~has been, or must be, established as a fixed limit of construction cost as a condition of this Agreement. Evaluations of the Owner's budget for the Cost of the Work, and the detailed estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's proposed, established, or approved budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager. The foregoing statement does not waive the fixed limit of construction cost.

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

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

§ 6.5 If the ~~Construction Manager's estimate~~ fixed limit of the Cost of the Work ~~exceeds the~~identified in Owner's budget ~~for~~is exceeded by the ~~Cost~~sum of the ~~Work,~~ lowest bona fide bid(s) or negotiated proposal(s) plus the Construction Manager's estimate of other elements of cost for the Project, the Owner shall

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

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or ~~if~~ otherwise, the ~~bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work , the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids.~~ Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, obtain additional bids, and take other necessary steps and provide related services that are necessary to bring the Cost of Work within the Owner's established fixed limits. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, and the Construction Manager's consultants, if any, ~~and the Owner~~ warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the

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requirements of the binding dispute resolution method selected in this Agreement and within the period specified by ~~applicable~~ Michigan law, but in no ~~any case not more than 10 years after the date~~ shall a claim or cause of action by the Owner be deemed untimely if filed within six (6) years of Substantial Completion of the ~~Work~~overall Project. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 ~~To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein~~The parties agree that the Owner is not waiving any rights its insurer(s) may have to subrogation. To the extent any term in this Agreement or any other Contract Document is contrary to this provision, such term is void and unenforceable.

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

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Construction Manager shall initially endeavor to resolve claims, disputes and other matters in question between them by non-binding 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, except that either party may, if in good faith, declare a mediation impasse and proceed with litigation after one full business day of mediation that fails to resolve the dispute at issue. 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 or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. During the pendency of any mediation, the parties agree that the applicable claims that are subject to the mediation process or that are related to claims subject to that process, shall be tolled.

§ 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.

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

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

~~**§ 8.3 Arbitration**~~
~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~
~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~
§ 8.3.1.1

§ 8.3.2

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

~~**§ 8.3.4 Consolidation or Joinder**~~
~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project for more than 30 consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services.~~ The Construction Manager's fees for the remaining services and the time schedules shall be ~~equitably adjusted~~ subject to negotiation by the parties.

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services timely and properly performed prior to termination, including any Reimbursable Expenses ~~incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements~~ then due in accordance with Article 11.

~~**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:~~
~~*(Set forth below the amount of any termination fee, or the method for determining any termination fee.)*~~
~~**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.~~

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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~~ State of Michigan.

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

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

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

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

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

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information ~~if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary~~. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement ~~unless the Owner terminates this Agreement for cause pursuant to Section 9.4~~. The Construction Manager shall obtain the Owner's approval prior to disclosures of information for the purpose of verifying that such information disclosures contain no confidential information (including, for example, information protected by FERPA).

§ 10.8 If the Construction Manager ~~or Owner~~ receives information ~~specifically designated as~~ of the Owner that is "confidential" or "business proprietary," the ~~receiving party~~ Construction Manager 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~~ Construction Manager 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~~ Construction Manage to defend itself in any dispute and the Owner has consented to such disclosure. 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,

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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 If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. 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 Waiver and Severability

§ 10.10.1 Any waivers hereunder must be in writing. No waiver or right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. A waiver of any term, condition, or covenant by a party shall not constitute a waiver of any other term, condition or covenant.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's ~~Basic Services described under Article 3~~ timely and proper performance of Basic Services, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Preconstruction Phase Services shall not exceed 0.5% of the Cost of Work, as defined in Section 6.1. This is based on a construction project whose total is not greater than $14,000,000.

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Construction Phase Services shall be 1.8% of the Cost of Work, as defined in Section 6.1, and Personnel Reimbursables shall not exceed 4.3% of the Cost of Work. This is based on a construction project whose total is not greater than $14,000,000.

§ 11.2 For the Construction Manager's Supplemental Services ~~designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3~~ and Additional Services, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

~~**§ 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 Construction Manager as follows:~~
~~*(Insert amount of, or basis for, compensation.)*~~ To be negotiated prior to performance, taking into consideration the hourly rates schedule in Section 11.5.

§ 11.3

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager ~~plus percent (%), or as follows:~~
~~*(Insert amount of, or basis for computing,*~~ and reimbursed to the Construction ~~*Manager's consultants' compensation for Supplemental or Additional Services.)*~~ Manager with a zero percent (0 %) markup.

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§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, ~~are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.~~if any, will be determined by mutual agreement of the Parties before Additional Services are performed.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)

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

.1 ~~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 use and review by Owner and governmental agencies;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner in writing;
.7 Professional photography, and presentation materials requested by the Owner;
~~.8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager'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 Construction Manager's consultants;~~
~~.9 All taxes levied on professional services and on reimbursable expenses;~~
~~.10~~ and

.8 Site office expenses; ~~and,~~
~~.11 Other similar Project-related expenditures.~~9

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses actually incurred by the Construction Manager and the Construction Manager's consultants ~~plus percent (%) of the expenses incurred.~~
~~§ 11.7 Construction Manager's Insurance.~~ ~~If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.~~
~~*(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)*~~at cost and without markup. Reimbursable expenses, including all General Conditions and supervisory personnel costs, shall not exceed Six Hundred Thousand Dollars ($600,000.00), plus percent (%) of the expenses incurred. Owner may require supporting documentation from Construction Manager before Reimbursable Expenses become due.

§ 11.7

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§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 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.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for undisputed services shall be made monthly in proportion to services performed. ~~Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~ except that the final payment shall not be made until Final Completion of the Project. Undisputed payments are due and payable thirty (30) days of the Owner's receipt of the Construction Manager's invoice unless to the extent reasonably disputed by the Owner in good faith. Undisputed amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below.
(Insert rate of monthly or annual interest agreed upon.)

Five percent (5%) per annum % See MCL 438.31

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

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be ~~available~~ forwarded to the Owner ~~at mutually convenient times~~ with each applicable invoice.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Construction Manager shall perform its responsibilities and provide services in a prompt manner and with that degree of care and skill normally exercised by a Construction Manager of recognized experience and expertise that specializes in providing construction management services for the construction of public school facilities.

§ 12.2 On the basis of its regular on-site observations, Construction Manager will report to the Owner any construction means, methods, techniques, sequences, or procedures observed by it that do not appear to conform with industry standards, and shall also report to Owner any work that appears not to be in conformance with the Contract Documents. The performance of additional services made necessary by defects or deficiencies in the work of the contract shall not entitle the Construction Manager to additional compensation if such services were of such a nature that they should have been observed by the Construction Manager so that the work would not be necessary.

§ 12.3 The Construction Manager shall timely inform both the Owner and the Architect of any observed defects or deficiencies in the quality of workmanship of the various contractors.

§ 12.4 The Construction Manager shall provide daily full-time on-site field supervision during the entire construction phase. The Owner reserves the right to approve the identity of the Construction Manager's field supervisor and other Project representatives, and to require the replacement of any of them upon two (2) weeks' written notice. The Construction Manager shall make available the services of all personnel and other such individuals as may be required to provide the services defined as Basic Services or needed in the course of the Project to complete the Project as described in the Agreement. In the event that any individual identified above is discharged, dies, is

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disabled or is promoted to take on a substantially different responsibility, or at such time as the Owner requests a personnel change, the Construction Manager shall promptly submit to the Owner a qualification and experience resume of the person(s) proposed as replacement(s) and shall furnish replacement(s) upon agreement of the Owner.

§ 12.5 The Construction Manager shall, upon completion of the Project, deliver to the Owner all records and files of the Project, which shall have been organized in a reasonable manner by the Construction Manager, including all field marked copies of the Drawings and Specifications.

§ 12.6 The Construction Manager shall inspect the work of the trade contractors on the Project as it is being performed until final completion and acceptance of the Project by the Owner to assure that the work performed and the materials furnished are in accordance with the Contract Documents and that work on the Project is progressing on schedule using its best efforts consistent with the standards of the construction industry for an Agency Construction Manager. In the event that the quality control testing should indicate that the work, as installed, does not meet the requirements of this Project, the Architect and Construction Manager shall determine the extent of the work that does not meet the requirements and the Construction Manager shall direct the trade contractor(s) to take appropriate corrective action, and advise the Owner of the correction action.

§ 12.7 As part of Basic Services, the Construction Manager shall provide callback services for a period of 18 months following substantial completion.

§ 12.8 The Construction Manager shall immediately notify the Owner, in writing, of the presence of any hazardous material in connection with this Project of which the Construction Manager is aware. The Owner, at its cost, shall be responsible for analysis, design, removal, remediation or other action related to any asbestos or hazardous substances.

§ 12.9 The Construction Manager shall act as the Owner's agent at the site of the work to the extent so designated in writing and mutually agreed to by the parties to the Agreement. This shall include, but is not limited to, the arranging for construction support and general condition items benefiting the multiple contractors, performing work on the site, such as the field office, phones and service, fax equipment, copy machine, computer(s), 2-way radios, furniture, supplies, sanitary facilities, utilities, access road, parking areas, enclosed warehouse facilities, site security, temporary lighting and power, temporary heat, temporary enclosures, crane service, housekeeping, and final clean-up.

§ 12.10 The Owner agrees to provide and pay for construction support items or general condition items and the items listed in Paragraph 12.9 not included under this Agreement and not included as a part of any contractor's contract. Such items shall be designated by the Construction Manager and approved by the Owner before they are provided, and shall be the property of the Owner and shall be competitively bid as required by law.

§ 12.11 The Construction Manager shall be accessible to the Owner, either on-site or via communication media, as is necessary to address issues that arise during the Project.

§ 12.12 Any service that is deleted from Article 4 shall be deemed a part of Basic Services.

§ 12.13 The Construction Manager will, as part of Basic Services, attend the Owner's Board of Education meetings and staff meetings (in person or via communication media) as reasonably requested by the Owner.

§ 12.14 The Owner reserves the right in its discretion to require consolidation or joinder of any mediation relating to this Agreement with another mediation involving an independent contractor or consultant engaged by the Owner in connection with the Project. Agreement in the event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort.

§ 12.15 In the event the Owner is involved in a dispute which is not subject to mediation involving a person or entity not a party to this Agreement, the mediation provision of this Article shall be deemed to be void and nonexistent in the event the Owner, in its discretion, determines the Construction Manager should become a party to that dispute by joinder or otherwise.

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§ 12.16 The Owner reserves the right to require any mediation to be held near the Owner's principal place of business.

§ 12.17 The Construction Manager further agrees to include a similar mediation provision as identified herein in the form Owner/Contractor Agreement and in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultant also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between parties to those agreements. The Construction Manager shall be responsible for ensuring the inclusion of this provision in pertinent bid documents and contract forms, the preparation of which the Construction Manager provides or with which the Construction Manager assists in preparation.

§ 12.18 The Construction Manager shall be responsible for supervision of construction under MCL 388.852 and 339.2011.

§ 12.19 The Construction Manager shall actively enforce all applicable policies of the Owner, including but not limited to those related to alcohol and tobacco.

§ 12.20 The Construction Manager shall not be entitled to additional compensation in the event it is necessary to extend the completion date because the Project is delayed due to conditions beyond the control of the Owner, such as strikes, weather, material shortages, etc.

§ 12.21 In the event of any inconsistency between the Agreement and AIA Document A232, as modified, the terms of this Agreement shall govern.

§ 12.22 The Construction Manager shall not utilize photographs of this Project for any advertising or promotional purpose that include the image of any student of the Owner with the express written permission of the parent or guardian of that student if that student is a minor and Owner. If the student is of age of majority or is an emancipated minor, the Construction Manager must obtain express written permission from that student and Owner. Such express written permission shall acknowledge the Construction Manager's intent for use of those images. The Owner, in its discretion, may assist the Construction Manager in securing such permission.

§ 12.23 The Construction Manager shall indemnify and hold harmless the Owner, its Board of Education, its board members in their official and individual capacities, administration, its successors, assigns, employees and agents (the "Indemnitees"), from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, to the extent caused in whole or in part by or asserted to arise from (i) the negligent acts or omissions of the Construction Manager, its officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this Agreement by the Construction Manager; or (iii) any breach of any representative or warranty by the Construction Manager under this Agreement. The Construction Manager shall notify the Owner by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which the Owner or one or more of the Indemnitees may be entitled to indemnification under this Agreement. The Construction Manager shall not be responsible for indemnifying an Indemnitee for the Indemnitee's negligence, but shall remain responsible to the fullest degree of Construction Manager's fault.

§ 12.24 The Owner shall be identified as an "additional insured" on all general liability insurance policies held by the Construction Manager which are applicable to the Project. The Construction Manager shall also ensure that the Contract Documents applicable to contractors and subcontractors require that contractors and subcontractors include the Owner as an "additional insured" on all general liability insurance policies applicable to the Project held by contractors and subcontractors. The Construction Manager shall provide (and acquire as necessary) certificates of insurance evidencing the Owner's status as "additional insured" on all required policies, as well as a provision that insurance coverage cannot be reduced or eliminated without 30 days' notice to the Owner.

§ 12.25 The Construction Manager will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, conditions or privilege of employment,

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or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

.2 ~~Building Information Modeling Exhibit, if completed:~~

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

AIA Document A232-2019, General Conditions of the Contract for Construction, as modified

Except as otherwise set forth herein, in the event of any inconsistency between this Agreement and any other Contract Documents, this Agreement shall govern and control. In the event of any other inconsistency between or among the various Contract Documents, the terms most beneficial to the Owner (as determined in the Owner's sole discretion) shall control.

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
BY: Mark Whelton, Superintendent	BY: William McCarthy, President
(Printed name and title)	*(Printed name and title)*

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Project:	12e Infrastructure Grant Construction Manager		
Bid due date:	9/11/2026		
Name of Bidder	Iran Sanction	Familial Disclosure	Bid cost and Notes
City Contracting Services	x	x	10.85%
Spartan Construction Group	x	x	Total $1,495,000 for full scope of services or about 8.79%.
Sachse Construction	x	x	10.45% of $15M hard costs or 9.21% of est. 19.3M hard costs
McCarthy&Smith Inc.	x	x	6.6% - 8.8% to total hard costs

Fee Proposal Discussion

Clintondale Community Schools - School Infrastructure Grant Program

McCarthy & Smith, Inc. has developed our fee proposal based upon the following:

- Exhibit "A"- Preliminary Program Schedule, describing potential project timelines.
- Exhibit "B"- Proposed CM Fee and CM Personnel Reimbursable during Pre-Construction and Construction Phase.
  - Proposed CM Fee
    - Calculated on awarded construction cost, plus contingency
    - Proposed Percentage Fee **1.8%**
  - Construction Personnel Reimbursable
    - Construction Manager's staff directly engaged during the Pre-Construction Phase and Construction Phase.
    - Based upon a mutually agreed upon Program Schedule and Staffing Plan, a Not-To Exceed amount will be agreed upon.
    - For the purpose of understanding the approximate magnitude of this cost, we offer the following range by percent:
      Construction Personnel Reimbursable **3.5% - 4.5 %**
    - A sample CM Fee and CM Reimbursable has been developed to demonstrate how Fees and Costs could be developed.
- Exhibit "C" Proposed CM Personnel Billing Rates estimated for the tenure of the project.
- Exhibit "D" Fee Matrix Chart
  - This chart describes what services and items are included under respective categories - CM Fee, CM Reimbursable, and General Conditions - to assist in understanding the fees and costs.
- General Conditions
  - Typical items to be procured for General Conditions will be estimated once project scope and schedule are finalized and a schematic design has been completed.
  - Typically, we recommend a budget of **1.5% - 2.5%**

- **Overall Total % of Cost (Range)**
  - **The following range of % of cost is a total of the 3 percentages listed above** (professional fees, allowances for reimbursable expenses, the cost of on-site supervisors and other personnel, and allowances for general condition items.)
  - Overall Total % of Cost (Range) **6.8%- 8.8%**

END

Clintondale Community Schools
School Infrastructure Grant Project
September 10, 2026

Exhibit "B"
Example CM Fee and CM Reimbursable

	CM Fee(Theoretical)			PRE -CONSTRUCTION PHASE								CONSTRUCTION PHASE - CM PERSONNEL REIMBURSABLES								
Project/Position	Construction	1.80%	CM FEE		50% Estimate	Bidding	Post Bid	Award	Hours	Rate	Cost	Start	Finish	Duration Months	Weeks	Hrs/Wk	Utilization	Hours	Rate	Cost
Phase 1 McGlinnen Elementary, Parker Elementary, and Rainbow Early Childhood Center	$ 6,000,000	$ 108,000	$ 108,000																	
Project Director-Pre Construction				2026 Rat	2026 Rates							4/1/2027	11/30/2027							
Sr. Project Manager					16	10	0	2	28	$ 176.25	$ 4,935									
Project Manager					20	30	8	4	62	$ 142.00	$ 8,804	4/1/2027	Nov-27	8.0	34.6	40	15%	208	$ 113.00	$ 23,472
Project Engineer						40	24	10	74	$ 114.50	$ 8,473	4/1/2027	Nov-27	8.0	34.6	40	25%	346	$ 113.00	$ 39,120
Arch/Civil Estimating						40	24	10	74	$ 83.00	$ 6,142	4/1/2027	Nov-27	8.0	34.6	40	30%	415	$ 113.00	$ 46,944
MEP Estimating					16				16	$ 157.00	$ 2,512									
Field Superintendent 1					24				24	$ 150.00	$ 3,600									
									0	$ 113.00	$ -	4/1/2027	Nov-27	8.0	34.6	40	100%	1,385	$ 113.00	$ 156,479
Phase 2 Clintondale Middle School and Clintondale High School	$ 8,000,000	$ 144,000	$ 144,000						260	0.49%	$ 29,631							2,354	4%	$ 266,014
2027 Rates												2/1/2028	9/30/2028							
Project Director-Pre Construction												2026 Rates								
Sr. Project Manager					16	10	0	2	28	$ 176.25	$ 4,935									
Project Manager					30	30	20	4	84	$ 142.00	$ 11,928	2/1/2028	Sep-28	8.0	34.5	40	15%	207	$ 113.00	$ 23,375
Project Engineer						40	32	10	82	$ 114.50	$ 9,389	2/1/2028	Sep-28	8.0	34.5	40	25%	345	$ 113.00	$ 38,959
Arch/Civil Estimating						40	32	10	82	$ 83.00	$ 6,806	2/1/2028	Sep-28	8.0	34.5	40	75%	1,034	$ 113.00	$ 116,876
MEP Estimating					24				24	$ 157.00	$ 3,768									
Field Superintendent 1					24				24	$ 150.00	$ 3,600									
									0	$ 113.00	$ -									
			$ 252,000						296	0.44%	$ 35,491	2/1/2028	Sep-28	8.0	34.5	40	100%	1,379	$ 113.00	$ 155,835
	$ 14,000,000		$ 252,000								$ 65,022							2,965	4%	$ 335,045
										0.6%	$ 73,000									$ 601,058
																			4.3%	$ 600,000.00

Notes:

1. Proposed CM Fee based upon Cost of Construction; Site, New, Remodeling, Contingency
2. CM Reimbursables includes personnel during PreConstruction and Construction
3. Above example is to demonstrate how CM fee and range of costs for CM Personnel can be estimanted.