CTS AGREEMENT

CUSTOMER NAME: Lake Land College DATE OF SUBMISSION: December 9, 2019

ATTACHMENT A SCOPE OF WORK

It is the intent of both parties for CTS to be the Life Cycle Infrastructure Program Manager for planned campus infrastructure renovations and energy conservation measures. The Life Cycle Infrastructure Program Management Services may include repair or modernization of existing environmental systems and extend to capital improvements of planned building renovations.

As Life Cycle Infrastructure Program Manager, CTS will provide single source responsibility for contracted infrastructure improvements and building renovations. Driving design development, CTS will provide energy modeling simulations that help CUSTOMER balance up-front capital costs with the ongoing operational expenses created by the various equipment and control options. CTS will guarantee construction budgets and operation outcomes.

DELIVERABLES:

- CTS to provide the full range of construction services including A&E consultants for each project implemented.
- CTS to provide preliminary LEED and Sustainability assessment of each planned campus project to determine the viability of integrating these initiatives within construction design.
- CTS full construction services will include solicitation of competitive bids for subcontractors and work with the CUSTOMER to select subcontractors. CTS to execute subcontracts for services.
- CTS to provide an on-site project manager that will be supported by our home office in St. Louis. CUSTOMER will be given the opportunity to meet with and approve the Project Manager assigned to each project.

The CUSTOMER intends to consider and/or implement capital infrastructure improvements in phases, as they become aligned with the CUSTOMER's strategic facility plans. However, the CUSTOMER reserves the right to not go forward with the Implementation Agreement and the Financing Agreement, and to use someone other than CTS as Life Cycle Infrastructure Program Manager on future projects.

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Initial project focus will be on the main campus in Mattoon, specifically the Foundation & Alumni Center and the Workforce and Community Education Building. The building renovations have been identified below and will be presented to College's Buildings and Site Committee and proposed to the Board of Trustees at the December 2019 meeting. Implementation of these projects will commence in the spring of 2020 and carry over through the following summer with substantial completion of the Foundation & Alumni Center is planned for August 30, 2020 and Workforce and Community Education Building no later than December 31, 2020.

General Requirements

CTS will meet the CUSTOMER's intention to have a complete turnkey installation. The Scope of Work will be installed in a neat and workmanlike manner following all applicable building and seismic codes. CTS will provide owner training on systems installed through CTS. CTS will handle any necessary local permits and work with the CUSTOMER on any required ICCB documentation.

Construction Drawings & Submittals

The following applies to the planned installation of the Solar Arrays and the design documents of the Workforce Technology and Alumni Building:

- A. For all equipment, systems and materials, CTS shall furnish submittals to LLC personnel. Before submitting, CTS shall check same against project conditions which may vary from dimensions on the drawings. Submittals shall bear evidence of having been checked by CTS prior to submission.
- B. Architectural equipment, systems and materials can be transmitted in *pdf* format to the Director of Facilities or Vice President for Business Services.
- C. LLC personnel will review shop drawings and submittals to see that they conform to the original drawings and specifications, but it shall be the responsibility of CTS to see that work complies with the Contract Documents, and fits to project conditions and to material installed later. CTS shall be responsible for dimensions and quantities.
- D. Fabrication or installation of equipment, systems or materials shall not proceed until each respective submittal bears evidence of review by LLC personnel.

As-Built Drawings

CTS shall, during progress of the work, record any and all changes or deviations from the original drawings and layout of the work and record critical dimensions of buried or concealed work. At the completion of the project CTS shall deliver to LLC one marked up set of "As-Built" drawings. CTS to provide AutoCAD mechanical and plumbing drawings, and marked up set of architectural and electrical to allow College staff to complete AutoCAD revisions.

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Foundation & Alumni Center:

Construction to be consistent with **JH Petty & Associates** Architectural and **WRF Engineers** Mechanical, Electrical & Plumbing Bid Documents, Drawings and Schedule. The overview below is specific to the work as identified on the design documents above.

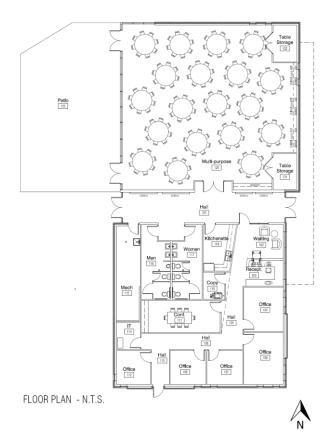
CTS to provide a turn-key service for the Architectural and Engineering design, labor, material, and equipment for the construction / renovations to the Foundation & Alumni Center to be located adjacent to the Alumni Park. Site work will commence in January, with the anticipated building renovations completion in August of 2020.

The College has had the opportunity to review and approve final architectural plans, construction documents, and equipment schedules. All Work is to be completed in compliance with the International Building Code (IBC) 2012 and all applicable state and local building codes. CTS will lead a construction team to provide the energy related aspects of the project to optimize building efficiencies, lower future utility costs, and implement sustainable energy initiatives. This will include adding this building to the campus wide geothermal system. We have included air and water balance of the new systems installed as part of this contract. Final system training will be provided for the College staff, where all contractors will be present to ensure system operation as designed.

Because other activities of the College will be proceeding at the same time as the work covered by this Scope of Work, CTS shall cooperate with the College to ensure that all contract work progresses in a manner which does not conflict with other activities.

Foundation & Alumni Center (5,535 Square Feet)

Final Design to be consistent with schematic floor plan (dated 9/6/19)



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Project Clean Up:

CTS and our Contractors will be responsible for daily and weekly clean-up of any item resulting from their work. CUSTOMER will notify CTS if they are delinquent on the clean-up of their items. If CTS' Contractors does not immediately comply, CUSTOMER will have their debris cleaned up and deduct the costs for this work from their contract.

Exclusions:

- 1. We understand that there is no glycol in the existing chilled water, hot water, or geothermal systems in this building, and it is Lake Land Colleges desire to keep this systems glycol free. We specifically exclude glycol from this contract. There are control sequences in place to help protect against freezing, but these sequences alone do not protect against freezing in all situations.
- 2. Window Furnishings and Office Furniture, unless clearly specified in the Construction Documents.
- 3. CTS to provide electronic door strikes on main entrance doors. College to provide security and remote access control through Others.
- 4. Phone, Data, Intercom, kitchen appliances covered by College.

Construction Services

1. Program Management Services:

CTS will perform as "Program Manager" for non-energy related projects, remaining the College's agent and advisor throughout the building renovations. As a Program Manager, CTS will provide construction insight and functionality to the future proposed building renovations, and support/lead the implementation of any non-energy related building renovations.

Pre-Construction Phase.

CTS has worked with **JH Petty & Associates** and **WRF Engineers** to oversee construction schedule and "constructability" of the proposed building renovations.

The non-energy related projects have been competitively bid direct to the College through trade contractors. CTS' role in this process has included some, all, or none of the following:

- 1) advise the College on site selection and on the selection of materials, building systems, and equipment,
- 2) participate in project design review meetings with the College and Architect,
- make recommendations whenever design details might adversely affect costs, schedule, or constructability,
- 4) review 75% Construction Document Cost Estimate and recommend corrective action if the costs might exceed the budget,
- 5) review of 95% Construction Documents for completeness, clarity and construct ability,
- 6) provide input into site planning, sequencing and staging work with Architect to schedule project construction related activities,
- 7) make recommendations to the College, regarding division of work in order to facilitate competitive bidding and awarding of subcontracts,

SCOPE OF WORK (Continued)

- 8) assist the College and Architect in advertising for bids and publishing the specifications,
- 9) work with Architect to conduct pre-bid conferences with subcontractors,
- 10) analyze the contractors' bids and make recommendations to the College on contract awards,
- 11) assist the College in selecting special consultants and testing laboratories,
- 12) work with Architect to prepare and execute subcontracts and purchase orders with subcontractors, (College to issue contracts).

Construction Phase Administration

CTS will provide a staffing plan to include one or more representatives who shall provide Project Site Supervision during Construction. CTS to provide on-site administration of the contracts for construction in cooperation with the Architect. CTS to provide administrative, management and related services to coordinate scheduled activities and responsibilities of the multiple prime contractors.

- coordinate and direct the work of the subcontractors in lieu of a General Contractor, including holding weekly contractor meetings and two weeks look ahead scheduling. Update overall schedule every month,
- work with Architect to conduct a general pre-construction meeting with subcontractors prior to the start of construction.
- 3) provide site security and control site access, (OTHERS to provide necessary site chain link perimeter fence with gates and designated area for trailers),
- 4) work with Architect to review and process shop drawings and other submittals, (Architect provide final approval),
- 5) establish, monitor and regularly update the construction schedule,
- 6) work with Architect and contractors to maintain and provide "as-built" record drawings,
- 7) review requests for changes, challenge the cost of the subcontractors as necessary, and make recommendations to the College and Architect,
- 8) work with Architect to review and process pay request applications by the subcontractors,
- 9) develop and monitor a comprehensive safety program for the Project,
- 10) conduct meetings with the College's and Architect representatives to review construction progress, scheduling, problems etc.,
- 11) Establish and maintain Quality Control and Quality Assurance standards.

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Compensation for Program Management Services and Pre-Construction Services have already been provided by the College.

Construction Phase Services:

It is anticipated Construction Services will coincide with the President's Suite Construction and HVAC/Interior Renovations of existing Luther Student Center. As result, CTS will waive a percentage fee cost structure and will be reimbursed for direct cost incurred to support the College with the construction of the Luther Student Center Addition and Renovations.

General Superintendent	\$117.50 per hour
Assistant Superintendent	.\$105.00 per hour
Travel Expenses	\$1.00 per mile

Compensation for Additional Services (CMa Multiplier of 1.05):

Project Engineer	\$92 per hour
Administrative Assistant	\$45 per hour
Overnight Accommodations	
Progress Photos	
Safety	\$1,500
Office Supplies	
	Billed at Cost with above CMa Multiplier

(Price for Construction Services Not to Exceed \$59,794)

PAYMENT SCHEDULE

Summary of Project Cost

Mechanical, Electrical, Plumbing, Windows & Storefront, Program Management	\$ 980,455
Construction Management for Trades Direct to College (Not To Exceed)	\$ 59,794
TOTAL:	\$1,040,249