



A LEGENCE Company

Greenway Public Schools ISD# 316

499 Powell Ave
Coleraine, MN 55722



Professional Services Agreement for Greenway Public Schools Facilities Planning

July 24, 2026



GREENWAY
PUBLIC SCHOOLS

525 S. Lake Avenue, Suite 222, Duluth, MN 55802
Ph: (763) 354-2670 / Fax: (763) 780-2866 / ics-builds.com

07/24/2026

David Pace
Superintendent
Greenway Public Schools
499 Powel Ave
Coleraine, MN 55722



525 S. Lake Avenue Suite 222
Duluth, MN 55802
ics-builds.com
(763) 354-2670

Re: Greenway Public Schools
Professional Services Agreement

Dear Mr. Pace:

ICS is pleased to provide you with this letter of understanding and proposal to enter into a Professional Services Agreement which includes the effort necessary to facilitate engagement sessions, assess Greenway Public Schools facilities, long-range plan development and present the outcomes of the data collected to help plan for the future and betterment of the District.

We will work collaboratively with Greenway Public Schools to retrieve information of existing facility spaces and their suggested use, as well as other available data provided by the District, to utilize our industry knowledge and expertise to assist in creating a master plan for the future of Greenway Public Schools. We will analyze and change the data as necessary and provide relevant and accurate reporting. The goal of these efforts is to provide reports that assist to effectively budget, communicate, and implement facility needs.

We would be happy to discuss this proposal with you and Greenway Public Schools leadership for clarity and understanding when you see appropriate. Thank you for your consideration and we look forward to continuing to build on our working relationship.

Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nathan Norton', is written over the signature line.

Nathan Norton
Building Development Specialist
ICS

**BUILDING STRONG
CONNECTIONS**



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Professional Services Agreement

Greenway Public School

Professional Services Agreement

July 24, 2026

I. Introduction

ICS Consulting, LLC ("ICS") is pleased to present this Professional Services Agreement (PSA) to provide facility and space needs assessment services on behalf of Greenway Public Schools. Our services include providing the level of effort and expertise needed to deliver a scope of services that meets the needs of the School District.

II. Phase I –Listening Sessions & Facility Assessment

Our Services include the following:

1.0 Listening Sessions:

ICS shall facilitate a series of Listening Sessions with key stakeholder groups to gather their input. If applicable, the stakeholder groups may include [Administration, Teachers, Students and Community Members]. During the workshops, participants will complete needs prioritization using a variety of ICS 's tools. The output of these meetings is to define a collective vision for the Greenway Public Schools, from staff and operational needs to facility improvement needs.

2.0 Data Gathering and Analysis:

ICS will complete a facility assessment for all the District's buildings as listed on MN Department of Education totaling 268,048 square feet, noting deficiencies and projects that should be incorporated into the District's annual Long-Range Facilities Plan and/or Capital Improvement Plan.

The scope of services for this assessment will include collection of data and information that will provide a baseline for the systems and components:

- Building Component and Systems Review
 - Facility Site (including parking lots, sidewalks, landscaping, etc.)
 - Building Envelope (exterior walls, sealants, windows, roofs, etc.)
 - Building Interior Finishes (flooring, walls & ceilings)
 - Mechanical Systems (HVAC, plumbing, controls, etc.)
 - Electrical Systems (service, power distribution, lighting, etc.)
 - Life Safety Systems (PA, fire alarm, fire protection, security, etc.)
 - Accessibility Issues (building and site)
- Annual Energy and Operational Overview
- Space Needs and Utilization Analysis of Existing Buildings
 - Evaluate the existing facilities space constraints.
 - Evaluate existing departments and current space use.
 - Determine space needs of departments based on current need and room for growth in the future.
 - Evaluate the advantages and/or disadvantages of staying in the current building, relocating to another facility or constructing a new facility.

- Educational Adequacy Assessment
- Demographic Study

To help control costs during the Assessment Phase, Greenway Public Schools agrees to provide access to District personnel and any internal information (i.e., past reports, scope from past projects, existing building plans, etc.). ICS will review prior to the site visits; ICS will review and organize any information provided by the District prior to the site visits for potential use in the final report. The observations and categorizing of identified deficiencies will be formatted into a comprehensive report.

Additionally, ICS will meet with designated District staff to review the data collected and agree upon the following:

- Identify which projects would require consultants (i.e., architect, engineers, etc.) and any other associated soft costs.
- Inflationary rate to be applied to the identified District's needs.
- Identify and strategize on scopes of work that best address the deficiencies identified.

These items will help provide outcomes that clearly identify all costs involved with a specific project or wider scopes of work and will give the District a better understanding of all costs involved associated with upkeep of the current facilities.

3.0 Deliverable:

ICS will work with Greenway Public Schools to develop reports based on the data that was gathered during site visits and meetings with staff. It is expected that ICS will need to provide some level of custom reports to meet the needs of the District. All reports will be exported and generated through Microsoft Word & Excel.

III. Phase II – Plan Development

Utilizing data from the Listening Sessions and the report generated from the Facility Assessment effort, ICS will assist the District to develop long term plan. It is expected the Plan shall be objective and identify potential financial resources necessary to execute it. ICS Services shall include:

1.0 Presentation and Revision of Preliminary Plans

- 1.1 Identify current facility programming needs including cost estimates.
- 1.2 If new or replacement facilities are desired, provide budgets and justification.
- 1.3 Identify potential funding sources and work with the District's financial advisor to develop fundable solutions.
- 1.4 Revise scenarios with incorporated feedback and provide recommendations.

2.0 Communication:

- 2.1 Facilitate up to two (2) work sessions with the School Board.
- 2.2 Supporting the District with local media/communications as needed.
- 2.3 Provide updates to the School Board, as needed.

Once a preliminary Facility Assessment / Plan is developed, ICS and the District may provide formal opportunities for the community to provide input on the preliminary plan. Ultimately the outcome of the initial phases is to provide a plan that the District can act on.

3.0 Deliverables:

- 3.1 A Facility Assessment / Plan that can be presented to Greenway Public Schools and utilized to budget and plan future facilities related projects.

Deliverables NOT Included:

- 3.2 Renderings and/or scale models are **NOT** included.
- 3.3 Full architectural and engineering drawings are **NOT** included.

IV. Phase III – Public Referendum Services

1.0 Scope of Services:

1.1 Referendum Communications Planning core suite of services:

- 1.1.1 Assist the School District to establish a referendum campaign slogan and branding.
- 1.1.2 Assist the School District in writing core messages about the referendum.
- 1.1.3 Assist the School District to establish and maintain a dedicated referendum microsite.
- 1.1.4 Assist the School District with referendum public presentation(s) and additional media which may include fast facts flyer, public mailer, etc.
- 1.1.5 Support the School District's social media efforts through creating messages, graphics and scheduling.
- 1.1.6 Support the School District by writing relevant articles and e-blasts.

Note: Referendum communication services, requested by the School District beyond the core suite of services (i.e., short 30-60 informational videos, other printed media, etc.) outlined above, shall be defined in writing and negotiated in good faith.

- 1.2 District Voter Analysis
- 1.3 Learned Public Referendum Process Consulting Services
- 1.4 Public Engagement Outreach Planning and Support
- 1.5 This agreement shall extend to include two (2) public referendum efforts by ICS and the District. If the first effort for a public referendum is not successful, ICS and the Greenway Public Schools shall negotiate in good faith any further costs related to ICS's services for an additional referendum effort.

V. Implementation Schedule

ICS will work with District staff to commence work upon acceptance of this proposal and will complete the work described in a timely fashion. We anticipate the duration of our total effort to be 52 weeks dependent upon availability of existing information and staff availability. ICS has the bandwidth to complete this work upon approval.

VI. Basis of Compensation

Compensation for completion of Phase I & II as described above is proposed as a lump sum amount of **\$18,500**. The actual amount billed for ICS 's services monthly will be based on ICS 's estimate of the proportion of total services completed during the billing period.

Reimbursable expenses (i.e., mileage, reproduction, printing, postage, etc.) are **\$0** and are included in the above basis of compensation. If the District requests unusually extensive reproductions, mailings, overnight delivery, or other extraordinary reimbursable services, ICS will notify Greenway Public Schools and obtain approval prior to incurring and billing for those additional costs.

If Referendum services according to Phase III are approved, the district shall pay ICS a fee of **\$10,000** under the agreement. ICS shall invoice the district for Phase III services upon a Board decision to move forward with a plan that requires a public referendum.

For project work beyond services outlined in proposal and/or any changes to the agreed upon scope of services or project duration, services will be billed on a time and materials basis in addition to the above noted fees. However, additional work will not be conducted without approval by Greenway Public Schools.

Implementation / Construction Phase:

Renovations and updates included in the Plan may begin immediately following School Board approval. As the District's partner in development of the Plan, ICS may utilize the services of subconsultants. The District will have the right to reject the selection of these or any subconsultants. It is the District's intent to utilize ICS for professional services as described below:

Upon development of any solutions or project scopes to be implemented may begin immediately following School Board approval. As the owner's partner for the Plan, ICS may utilize the services of sub consultants. The District will have the right to reject the selection of these or any sub-consultants. It is the District's intent to utilize ICS for professional services as described below:

Professional Services

Upon Development of the final project scope and schedule, ICS proposes to provide construction phase representation services with compensation to be structured as a lump sum fixed fee. Our role during this phase of the process can range from providing comprehensive owner's representative services to full program management services including design, construction management and commissioning. Upon determination of the actual improvement scopes, we will work collaboratively with the District's administration to determine the most advantageous delivery methodology to utilize for the specific projects. This lump sum fixed fee will be finalized with the District following determination of the project scope and timeline.

Professional services do not include competitively bid construction contracts. Construction contracts will be entered into by the School District directly with contactors utilizing Minnesota statutes for competitive bidding requirements.

Compensation

It is the intent of both parties that fees for services for plan implementation, if the Greenway Public Schools proceeds forward with a project as a result of the process, will be negotiated by both parties. ICS and the District will utilize standard AIA contract documentation as the basis of the contracts, and both parties agree to negotiate in good faith for final fee percentages and terms and conditions based on the final scope of work established under this Professional Services Agreement effort. Refer to Appendix C for industry standard fee ranges.

VII. Acceptance

If this proposal is acceptable, please authorize us to proceed by signing a copy of this document (Appendix B) and returning it to ICS. We will proceed with our scope of work upon receipt of your signed proposal. Thank you for your consideration of this proposal; and we look forward to continuing our relationship with Greenway Public Schools to complete this district-wide assessment and plan.

Appendix A

General Conditions

General Conditions

1. Agreement:

This is an agreement ("Agreement") between Greenway Public Schools ("Client"), and ICS, LLC (ICS), collectively, the "Parties." This Agreement includes (1) the Project Proposal ("Proposal") attached; (2) these General Terms and Conditions, Exhibit A; (3) Signature Page, Exhibit B; (4) Billing Rates, Exhibit C; and (5) Notification of Equal Employment / Affirmative Action Compliance, Exhibit D. This Agreement represents the entire and integrated agreement between the Parties and is exclusive of and supersedes all other agreements between the Parties, either oral or in writing. If any term or provision of this Agreement is found to be invalid under applicable law, that provision shall be deemed omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

2. Professional Services:

The Client engages ICS to provide professional project services ("Professional Services") in connection with the project at the Client's location ("Project") described in the Proposal's Scope of Services. Other services mutually agreed upon by the Parties ("Other Services") not specifically described in the Proposal shall be (1) governed by this Agreement, (2) identified in an amended Scope of Services, and (3) the Client agrees to pay ICS for such Other Services as additional compensation in accordance with ICS 's Fee Schedule attached as Exhibit C.

3. Work Product:

Professional Services under this Agreement, including, but not limited to, all drawings, reports, information, recommendations, opinions or other work product prepared or issued by ICS, are for the exclusive use and benefit of the Client in connection with the Project. The work product is not intended to inform, guide, or otherwise influence any other entities or persons, and should not be relied upon by any entities or persons other than the Client and its agents for any purpose other than for the Project. The Client will not distribute, convey or disclose ICS 's work product to any other persons or entities without ICS 's prior written consent. Written consent shall include an express release of ICS from all liability to the third party receiving the work product from Client, and the Client's indemnification of ICS for any claims or demands asserted against ICS by such third party. All documents produced by ICS under this Agreement shall remain the property of ICS and may not be used by the Client for any other project or purpose without the prior written consent of ICS.

4. Payment:

The Client shall pay ICS's invoices within thirty (30) days of the date of the invoice. Invoices shall be considered past due if not paid within 30 days after the invoice date. If the Client does not tender payment within 30 days of the invoice date, ICS may, without waiving any claim or right against the Client, and without liability to the Client, terminate this Agreement in accordance with Section 10(a) of this Agreement. Retainers shall be credited on the final invoice. ICS, at its sole discretion, may charge interest at 1.5% (or the applicable legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

5. Standard of Care:

ICS will strive to perform the Professional Services in a manner consistent with that level of care and skill ordinarily exercised by members of ICS 's profession practicing in the same locality under similar circumstances at the time the Professional Services are performed. This Agreement creates no other representation, warranty, or guarantee, expressed or implied. ICS hereby excludes and disclaims any and all implied warranties including, but not limited to, any implied warranty of fitness for a particular purpose and any implied warranty of merchantability.

6. Limitation of Liability:

To the fullest extent permitted by law, the total liability of ICS for any damages, costs, fees, expenses, or other losses or demands for payment or performance regarding any claim or cause of action related in any way to this Agreement, the Project, or the Professional Services, shall be limited to fifty-thousand dollars (\$50,000). The Client hereby releases ICS for all liability above such amount. This Limitation of Liability applies to all claims, no matter how stated, asserted, alleged, or pleaded, including but not limited to, claims for errors and omissions, breach of contract, tort/negligence, quantum meruit/unjust enrichment, or breach of fiduciary duty, and applies to all phases of Professional Services performed under this Agreement. The Client agrees ICS's services will not involve the design of any equipment or the implementation of equipment. The Client agrees ICS will not be liable for any claims, damages, demands, costs, or expenses for personal injury or any other injuries or damages alleged by the Client or any third party relating to the design or implementation of equipment, and the Client agrees to indemnify and hold ICS harmless for any liability for such claims.

7. Insurance:

Insurance Provided by Consultant. Before the start of its work, the Consultant shall procure and maintain in force coverage and limits of insurance for its own negligence as follows:

- | | |
|---------------------------------|---------------------------------|
| (a) Workers' Compensation: | Statutory |
| including Employers' Liability: | |
| (b) General Liability: | \$2,000,000.00 Occurrence; |
| | \$4,000,000.00 Aggregate |
| (c) Automobile Insurance: | \$1,000,000.00 Liability. |
| (e) Umbrella Liability: | \$1,000,000.00 Occurrence; |
| | \$1,000,000.00 Aggregate |
| (f) Professional Liability: | \$5,000,000.00 Each Claim; |
| | \$5,000,000.00 Annual Aggregate |

8. Client Responsibilities:

The Client shall bear sole responsibility for (a) notifying third parties, including any governmental agency or prospective purchaser, of the existence of any hazardous materials located in or around the Project site; and (b) cooperation with all requests by ICS, including obtaining permission for access to the Project site. The Client releases and discharges ICS from all liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by the Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the Project site, ICS shall immediately stop work in the affected area and promptly report the condition to the Client.

9. Hazardous Materials:

It is acknowledged by both parties that ICS scope of services does not include any services related to asbestos, hazardous, or toxic materials that may be encountered or found to be present at or in areas adjacent to the site. Any such materials that are encountered shall be immediately brought to the attention of the owner, who will be solely responsible for any required abatement and/or removal of the materials in full compliance with applicable laws and regulations.

10. Dispute Resolution:

Any claim or dispute between them arising out of or related to this Agreement shall first be informally negotiated in good faith between the Parties. If the claim or dispute cannot be amicably resolved within thirty (30) days by good faith negotiation, the Parties shall jointly submit the claim or dispute to mediation. Mediation shall be through a mediator agreed upon by the Parties, or if ICS cannot be agreed upon within 15 days after the party seeking mediation provides written notice upon the other party to the Agreement demanding mediation, a mediator shall be appointed by the district court in the jurisdiction in which the Project is located. Demand for mediation shall be provided in writing to the other party to the Agreement within a reasonable time after the claim or dispute has arisen. In no event shall the

demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation or repose. If the claim or dispute cannot be amicably resolved by good faith negotiation or mediation, then either party may exercise its rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations or repose.

11. Termination:

- a. This Agreement may be terminated upon than seven (7) business days' prior 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. Upon termination, ICS will deliver to the Client or its designee all records, documents or materials in its possession or control of ICS which relate to the Project and for which payment has been received. If ICS has prepared for or performed Professional Services for which payment has not been received as of the date of termination, the Client shall be entitled to purchase the products of those Professional Services, such as records, materials, and documents, from ICS provided the Client and ICS agree to a purchase price and terms of sale. If the Client does not purchase the products of these Professional Services, the Client remains liable to ICS for any amounts incurred by unpaid charges for Professional Services performed. If this Agreement is terminated through no fault of ICS, the Client shall compensate ICS for all Professional Services performed prior to termination, all expenses incurred, all costs attributable to termination, including the costs attributable to ICS 's termination of consultant agreements, plus termination expenses of 25% of all unbilled fees.
- b. If after Design Development is accepted by the Client, redesign or analysis of alternates is required to accommodate value engineering items due to lack of funding, or if there are contractor requests requiring a re-negotiated engineering services contract, this Agreement shall be deemed terminated, and within 14 days of the date of termination, Client shall pay ICS for all Professional Services completed through the date of termination.
- c. If the Project is suspended, placed on hold or temporarily terminated for more than 15 calendar days, this Agreement will be deemed to be terminated on the 16th calendar day and the Parties shall negotiate a new agreement prior to restart of the Project to re-establish a new schedule and adjusted compensation and any other necessary revisions. Within 14 days of the date of termination, the Client agrees to pay ICS for all Professional Services completed through the date of termination plus all expenses incurred, all costs attributable to the termination, including the costs attributable to ICS 's termination of consultant agreements.

12. Other Provisions:

- a. The Parties each acknowledge that they will act in good faith in carrying out their duties and obligations under this Agreement.
- b. The Parties each acknowledge that they have reviewed and familiarized themselves with this Agreement, including its attachments, and agree to be bound by the terms and conditions contained therein.
- c. The Client shall designate a responsible employee as its contact for administration and coordination of the Work. The Client's contact shall have the authority to approve changes in the scope of the Project and shall be available during working hours as necessary to examine information submitted by ICS, to render or convey decisions, and to furnish information in a timely manner.
- d. It is specifically always understood and agreed that pertinent to this Agreement that ICS shall be an independent contractor and shall not be considered an employee of the Client.
- e. The Client shall provide prompt written notice to ICS if the Client becomes aware of any errors, omissions or inconsistencies in ICS 's Professional Services or information furnished by Client or Client's agents.
- f. The Client shall ensure that Project team leaders directly contracted to the Client have budgeted and thoroughly discussed and accepted all Project costs and values with the Client.

- g. The Parties understand and agree this Agreement may be changed or modified only through written agreement signed and dated by the Client and ICS. No act, omission or course of dealing by the Parties shall alter the requirement that modifications or changes to this Agreement can be accomplished only by mutual written agreement signed and dated by the Parties.
- h. This Agreement shall not be assigned by the Client or ICS without prior written consent of the other party to this Agreement.
- i. This Agreement shall be governed by and construed under the laws of the state where the Project is located.
- j. Unless otherwise provided, all notices and notifications shall be in writing and considered duly given if sent by U.S. Mail, postage prepaid, or by facsimiles to the business address of the parties set forth in this Agreement. Such notice(s) shall be deemed given as of the second business day following the date of posting by U.S. Mail or the next business day following the date of sending in the case of a facsimile or telecopy.

End of General Conditions

Appendix B

Signature Page

Signature Page

Greenway Public Schools
Professional Services Agreement
July 24, 2026

Proposal Terms

Terms of payment of services are delineated in the proposal dated 07/24/2026.

Signature includes acceptance of attached proposal, fee schedule, and general conditions.

Authorization to Proceed

We appreciate the opportunity to present this Professional Services Agreement. Please sign and return both copies of this document to our office. Upon receipt of both signed copies, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

Please proceed according to the above stated terms, attached general conditions and the proposal.

Greenway Public Schools ISD# 316

Date

Printed Name

Authorized Signature

ICS

Date

Printed Name

Authorized Signature

Appendix C

Billing Rates

Billing Rates

Greenway Public Schools
Professional Services Agreement
07/24/2026

2026 Hourly Rate Schedule						
Personnel Description:					Rate/Hour:	
Construction Executive					\$	185.00
Project Director					\$	155.00
Safety Director					\$	140.00
Senior Project Manager					\$	145.00
Project Manager					\$	135.00
General Superintendent					\$	145.00
Site Superintendent					\$	130.00
Project Engineer					\$	100.00
Clerical / Accounting					\$	75.00
Industry Standard Fee Range:	Typical Design Fee:		Program Management Fee:		Typical CM Fee:	
Heavy Renovation / Remodeling	7.50%	- 9.50%	1.50%	- 2.00%	2.50%	- 3.80%
Light Renovation / Remodeling	6.50%	- 8.50%	1.00%	- 2.00%	2.50%	- 3.50%
Additions	6.50%	- 8.50%	1.00%	- 2.00%	2.50%	- 3.50%
New Construction	5.50%	- 7.50%	1.00%	- 2.00%	1.50%	- 3.00%
Flat Rates for Reimbursable Items:					Rate Monthly / Weekly	
Site Trailer					\$ 1,650.00	per month
Office Supplies / Equipment					\$ 300.00	per month
Phones / Internet / Technology					\$ 550.00	per month
Superintendent Truck					\$ 1,400.00	per month
Project Construction Mileage					\$ 1,000.00	per month
Safety Supplies and Signage					\$ 350.00	per month
Pre-Construction Mileage					\$ 250.00	per month
Superintendent Lodging / Meals					\$ 1,000.00	per week

Appendix D

*Notification of
Equal Employment Opportunity /
Affirmative Action Compliance*

Notification of Equal Employment Opportunity/Affirmative Action Compliance

Greenway Public Schools
Professional Services Agreement
7/24/2026

4/21/2023



1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

Re: Notification of Equal Employment Opportunity/Affirmative Action Compliance

To Whom It May Concern:

As part of ICS's compliance with the federal Equal Employment Opportunity and the State of Minnesota's Affirmative Action Plan (AAP), we hereby notify you that ICS Consulting, LLC is an equal opportunity employer that makes employment decisions without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations.

ICS takes affirmative steps to employ and advance employment-qualified individuals without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. ICS further notifies you that as an entity supplying goods or services to ICS, your organization may be subject and required to take action pursuant to the following laws and accompanying regulations:

- Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60); and
- The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300); and
- Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741); and
- Executive Order 13496 (and its implementing regulations at 29 C.F.R. part 471, Appendix A to Subpart A).

The equal opportunity clauses within each of the above regulations, as applicable, are included by reference in all contracts between ICS and your company.

Sincerely,

A handwritten signature in black ink, appearing to read 'AF', written over a horizontal line.

Andy Faulkner
President
ICS