

Agenda
Regular School Board Meeting
January 11, 2022
6:30 PM

1. Call to Order, Roll Call

2. Agenda Adjustments

3. Announcements, Comments
 - a. National Board Certified Teacher

4. Oath of Office

5. Organization of the School Board
 - a. Reaffirmation of School Board Governance Policies 4

 - b. Election of Chair 5

 - c. Election of Clerk 6

 - d. Election of Treasurer 7

 - e. Designation of Official Newspaper 8

6. Community Input	
7. Consent Agenda	
a. Minutes - Board Meeting of December 14, 2021	9
b. Payment of Bills	11
c. Personnel - Resignations, Appointments, Reductions	13
d. Gifts	17
e. Roseville Area Middle School Parking Lot Bids	19
f. KFI Engineers Engineering Services Contract	22
8. Reports and Non-Action Items	
a. COVID Health and Safety Update	45
b. Audit Update	46
9. Action Items	
a. Appointment of Equity Alliance MN Board Representative	47

10. Study Session Report

11. Board Reports

12. Adjournment



Agenda Topic: Reaffirmation of School Board Governance Policies
Meeting Date: January 11, 2022
Contact Person: Superintendent Loeck

Background:

The school board has developed and adopted the following governance policies:

- 200 Governing Commitment
- 202 Governing Style
- 203 Annual Work Plan
- 204 Board Job Description
- 206 Officer Roles
- 208 Board Committees
- 209 Operating Procedures and Meeting Process
- 210 Code of Conduct
- 212 Conflict of Interest
- 214 Board Member Violations
- 216 Board/Superintendent Relationship
- 220 Superintendent/Staff Accountability
- 222 Authority Delegation to the Superintendent
- 224 Monitoring Superintendent Performance
- 226 Out-of-State Travel

Each year at the time of the school board organizational meeting, the school board governance policies are reviewed and reaffirmed.

Recommendation:

It is recommended that the board reaffirm the school board governance policies.

Action Required Informational – No Board Action Requested



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Agenda Item: 5b

Agenda Topic: Election of School Board Chair
Meeting Date: January 11, 2022
Contact Person: Superintendent Loeck

Background:

Minnesota Statute 123B.14 states, in part, that "...on the first Monday of January of each year, or as soon thereafter as practicable, the board must meet and organize by selecting a chair, clerk, and a treasurer, who shall hold their offices for one year and until their successors are selected and qualify." It is recommended that the school board elect a chair of the school board who will serve until the first school board meeting in January of 2023.

Recommendation:

It is recommended that the board elect a school board chair as per Minnesota Statute.

XX Action Required _____ Informational – No Board Action Requested



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Agenda Item: 5c

Agenda Topic: Election of School Board Clerk

Meeting Date: January 11, 2022

Contact Person: Superintendent Loeck

Background:

Minnesota Statute 123B.14 states, in part, that "...on the first Monday of January of each year, or as soon thereafter as practicable, the board must meet and organize by selecting a chair, clerk, and a treasurer, who shall hold their offices for one year and until their successors are selected and qualify." It is recommended that the school board elect a clerk of the school board who will serve until the first school board meeting in January of 2023.

Recommendation:

It is recommended that the board elect a school board clerk as per Minnesota Statute.

XX Action Required _____ Informational – No Board Action Requested



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Agenda Item: 5d

Agenda Topic: Election of School Board Treasurer
Meeting Date: January 11, 2022
Contact Person: Superintendent Loeck

Background:

Minnesota Statute 123B.14 states, in part, that "...on the first Monday of January of each year, or as soon thereafter as practicable, the board must meet and organize by selecting a chair, clerk, and a treasurer, who shall hold their offices for one year and until their successors are selected and qualify." It is recommended that the school board elect a treasurer of the school board who will serve until the first school board meeting in January of 2023.

Recommendation:

It is recommended that the board elect a school board treasurer as per Minnesota Statute.

XX Action Required _____ Informational – No Board Action Requested



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Agenda Item: 5e

Agenda Topic: Designation of Official Newspaper
Meeting Date: January 11, 2022
Contact Person: Superintendent Loeck

Background:

The district is required to designate an official newspaper for publication of legal notices. The newspaper must have general circulation in the district.

The Roseville Review (Lillie Suburban News) served as the district's official newspaper for over 30 years but went out of business in 2019. Based on coverage and cost, district administration is recommending that the board designate the Pioneer Press as the official newspaper for Roseville Area Schools for calendar years 2022 and 2023.

Recommendation:

It is recommended that the board designate the Pioneer Press as the official newspaper for Roseville Area Schools for calendar years 2022 and 2023.

XX Action Required _____ Informational – No Board Action Requested

MINUTES OF THE REGULAR MEETING, SCHOOL BOARD, INDEPENDENT
SCHOOL DISTRICT NO. 623, 1251 West County Road B2, Roseville, MN 55113

December 14, 2021

Chair Mike Boguszewski called the school board meeting to order at 6:45 p.m. Board members present: Todd Anderson, Mike Boguszewski, Rose Chu, Kitty Gogins, Curtis Johnson, Frank Shaw. Board members absent: none. Also present: Jenny Loeck, superintendent of schools, and approximately fifteen other visitors or staff who attended all or part of the meeting.

Announcements. Karen Schaub introduced the new incoming director of community education, Cyndi Arneson.

Community Input. Community members shared their thoughts on equity in education and the experiences of LGBTQ+ and transgender students. Speakers also inquired about professional development for district staff.

- (32) Consent Agenda. Johnson moved, Anderson seconded acceptance of the consent agenda including the minutes of the regular school board meeting on November 23, 2021, and the special school board meeting on December 7, 2021; payment of bills; resignations, appointments, reductions, adjustments; gifts; and bids for long-term facilities maintenance projects at Brimhall Elementary. Ayes: Anderson, Boguszewski, Chu, Gogins, Johnson, Shaw. Nays: none. Motion carried unanimously.

Career and College Readiness Report. Jake Von De Linde, director of student achievement; Angie Woods, equity advancement principal on special assignment; Chris Hester, Roseville Area High School principal; Brynn McConnell, RAHS career navigator; Laura Freer, Fairview Alternative High School principal; and Melanie Meyer, FAHS work experience teacher, provided an update on the career and college readiness options available to students, including college credit-bearing courses and career and technical education.

Monthly Financial Report. Shari Thompson, director of business services, provided an update on the fiscal year 2021 budget.

- (33) Final Levy Certification. Gogins moved, Anderson seconded approval of the final levy in the amount of \$45,922,819.23 to fund the 2022-2023 school year. Ayes: Anderson, Boguszewski, Chu, Gogins, Johnson, Shaw. Nays: none. Motion carried unanimously.
- (34) Policy 556: Initial Admission and Placement (revised) Second Reading. Shaw moved, Chu seconded approval of Policy 556: Initial Admission and Placement as a second reading. Ayes: Anderson, Boguszewski, Chu, Gogins, Johnson, Shaw. Nays: none. Motion carried unanimously.

Board Reports. Todd Anderson attended a Falcon Families for Equity and Justice meeting at Falcon Heights Elementary. Curtis Johnson congratulated Emmet D. Williams Elementary teacher Cameron Radke, who was awarded the 2021 Girls on the Run Remarkable Volunteer Award; the Little Canada Elementary chess team for winning first

place, third place and individual awards; and Edgerton Elementary students for a state-level win in this year's Samsung Solve for Tomorrow competition. He provided an update on the Minnesota Social Studies standards, thanked district staff for their hard work during the pandemic, and attended an Association of Metropolitan School Districts meeting. Director Johnson and Director Chu also attended a holiday event at Little Canada City Hall. Kitty Gogins provided updates from the LGBTQ+ Equity Council. Frank Shaw shared information from the last Northeast Metro 916 board meetings. Mike Boguszewski and Rose Chu attended a Ramsey County League of Local Governments meeting. Board members thanked Director Frank Shaw for his service on the school board.

Superintendent's Report. Superintendent Loeck provided information about the district's three-day shift to distance learning prior to winter break. She invited the community to join district staff for the upcoming John J. Thein Performing Arts Center dedication ceremony at Roseville Area High School. Finally, she thanked outgoing Director Frank Shaw for his twelve years of service as a school board member.

The Chair declared the meeting adjourned at 8:44 p.m.

Signed _____
Clerk

Approved _____
Chair

December 14, 2021

Meeting Date: January 11, 2022

PAYMENT OF BILLS:

- November 16 - December 15, 2021

That bills in the amount of: **\$9,994,550.50** by the following funds be approved:

GENERAL	\$8,887,520.94
FOOD SERVICE	\$542,380.82
COMMUNITY SERVICE	\$505,508.39
BUILDING FUND	\$0.00
DEBT FUND	\$0.00
READING RECOVERY	\$0.00
AMSD	\$25,235.38
OPEB DEBT	\$0.00
DENTAL INS FUND	\$33,904.97
NO SUBURBAN COLLABORATIVE	\$0.00
EXTRA CURRICULAR-STU ACTIVITY	\$4,072.89

RECOMMENDATION:

That above payments are included in check numbers:

WIRE TRANSFERS	202100215	through	202100247
CHECKS	337570	through	338358
COMMERCE AP CHECKS	6779	through	6801
ACH A/P	212210446	through	212210530

PAYMENT DISTRIBUTION BY FUND:

	GENERAL	FOOD SERVICE	COMMUNITY SERVICE	BUILDING CONSTRUCT	DEBT FUND	Delta Dental Self Insured	28-RR Fiscal Agent	29-AMSD Fiscal Agent	OPEB	N SUB COLL/ SCHLSHP	EXTRA CURR-STU ACTIVITY	TOTAL DISBURSEMENTS
WIRE TRANSFERS	\$2,760,870.34	\$60,946.87	\$159,649.14			\$33,904.97		\$6,740.98		\$0.00	\$0.00	\$3,022,112.30
CHECKS	\$2,643,736.33	\$346,845.25	\$78,012.50	\$0.00				\$1,313.83		\$0.00	\$2,671.65	\$3,072,579.56
COMMERCE A/P	\$47,985.40	\$19,877.74	\$1,438.97								\$0.00	\$69,302.11
ACH A/P	\$40,032.88	\$1,289.33	\$1,850.66								\$1,401.24	\$44,574.11
TRANSFER TO P/R	\$3,402,753.89	\$113,477.93	\$264,557.12					\$17,180.57		\$0.00		\$3,797,969.51
VOID CHECKS	(\$7,857.90)	(\$56.30)	\$0.00							\$0.00	\$0.00	(\$7,914.20)
TOTAL	\$8,887,520.94	\$542,380.82	\$505,508.39	\$0.00	\$0.00	\$33,904.97	\$0.00	\$25,235.38	\$0.00	\$0.00	\$4,072.89	\$9,998,623.39

BOND CONSTRUCTION FUNDS	December 1, 2021 Cash & Investments		Revenue	Disbursements	Balance
	Balance	12/1 to 12/30	12/1 to 12/30	12/1 to 12/30	Remaining as of 12/30/21
	\$18,803,939.95		\$357.50	\$2,060,918.21	\$16,743,379.24

RECOMMENDATION:

The above disbursements include check numbers:

CHECKS November 16 - December 15, 2021	102238	through	102343	\$4,987,034.50	
WIRES		through		\$0.00	*start with 202100164
VOID CHECKS				(\$149,090.53)	

RECOMMENDATION: That investments in the amount of: **\$0.00** be approved

INVESTMENT DETAIL:

Bank	Purchase Date	Type of Purchase	Interest Rate	Date of Maturity	Amount of Purchase	Record Number	Interest Earnings	Value at Maturity
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CP/CD: COMMERCIAL PAPER/CERTIFICATE OF DEPOSIT
CD: CERTIFICATE OF DEPOSIT
RP: REPURCHASE AGREEMENT

Total: **\$0.00** **\$** - **\$** -

Human Resources Information

School Board

1/11/22

Change in Continuing Contract

Kieger, Maureen Fairview Adult High School Teacher
 Hired working .055 overage from December 3, 2021 through March 11, 2022.

New Personnel-Licensed Long Term Sub

Dao, Tram Roseville Area High School Math Lead Teacher
 Hired working .75 FTE from December 6, 2021 through June 10, 2022.

Krueger, Sarah Edgerton Elementary Teacher
 Hired working 1.0 FTE from August 30, 2021 through June 10, 2022.

Malchow, Alyssa Brimhall Elementary Teacher
 Hired working 1.0 FTE from December 3 through December 22, 2021.

Rowan, Jacquelin Emmet D. Williams Teacher
 Hired working 1.0 FTE effective December 23, 2021 through January 31, 2022.

New Personnel-Licensed Staff

Dao, Tram Roseville Area High School Math Teacher
 Hired working .25 FTE effective December 6, 2021.

Human Resources Information

School Board

1/11/22

<p>Garcia Medel , Armando Hired working 8 hrs/day effective December 20, 2021.</p>	<p>Emmet D. Williams Roseville Area High School Hired working 8 hrs/day effective December 20, 2021.</p>	<p>Custodian Cleaner</p>
<p>Kler , Nay Hired working 8 hrs/day effective December 20, 2021.</p>	<p>Roseville Area High School Hired working 8 hrs/day effective December 20, 2021.</p>	<p>Custodian Cleaner</p>
<p>Lo , Victor Hired working 8 hrs/day effective December 6, 2021.</p>	<p>Central Park Elementary Hired working 8 hrs/day effective December 6, 2021.</p>	<p>O S T Program Specialist</p>
<p>Most , Lindsay Hired working 8 hrs/day effective December 20, 2021.</p>	<p>Appétu Téča Education Center Hired working 8 hrs/day effective December 20, 2021.</p>	<p>O E E Admin Assistant</p>
<p>Niebelingi , Steve Hired working 8 hrs/day effective October 18, 2021.</p>	<p>Falcon Heights Elementary Hired working 8 hrs/day effective October 18, 2021.</p>	<p>Custodian Cleaner</p>
<p>Robinson , Christopher Hired working 8 hrs/day effective December 27, 2021.</p>	<p>Little Canada Elementary School Hired working 8 hrs/day effective December 27, 2021.</p>	<p>Custodian Cleaner</p>
<p>Sammons , Kayla Hired working 8 hrs/day effective December 20, 2021.</p>	<p>Harambee Community School Hired working 8 hrs/day effective December 20, 2021.</p>	<p>Building Secretary</p>

Human Resources Information

School Board

1/11/22

Stone , Welsa	Central Park Elementary	Custodian Cleaner
Hired working 8 hrs/day effective December 27, 2021.		

Tamasese , Jonathan	Roseville Area Middle School	Custodian Cleaner
Hired working 8 hrs/day effective December 13, 2021.		

Thompson , Tara	Emmet D. Williams	Special Ed Paraprofessional
Hired working 7 hrs/day effective December 6, 2021.		

GIFTS TO SCHOOLS 2021/22

SCHOOL BUILDING	NAME/ADDRESS OF DONOR	GIFT	USE
Central Park Elementary School	Sue Wozniak 718 Sextant Ave W Roseville, MN 55113	School supplies, games and toys, and winter clothing	Students in need
Central Park Elementary School	Roseville Lutheran Church 1215 Roselawn Roseville, MN 55113	Winter clothing and \$930.00 in grocery gift cards	Students in need
Central Park Elementary School	Mighty Cause - on behalf of Give MN donor PO Box 160 Marianna, FL 32447	\$20.00	Schoolwide needs
Edgerton Elementary School	Lorentz Etc. Inc. 705 Cannon Industrial Blvd Cannon Falls, MN 55009	\$100.00	Principal's discretion
Falcon Heights Elementary School	Blackbaud/YourCause - on behalf of Shawn Young 65 Fairchild St Charleston, SC 29492	\$50.00	Principal's discretion
Little Canada Elementary School	Blackbaud/YourCause - on behalf of Chad Erickson 65 Fairchild St Charleston, SC 29492	\$500.04	Principal's discretion
Roseville Area High School	Doug Stelzner / John J Fridlington Household Operating Acct 1741 Bohland Ave St. Paul, MN 55116	\$1,000.00	Wrestling program
Roseville Area High School	Little Canada Canadian Days, Inc. 515 E Little Canada Rd St. Paul, MN 55117	\$500.00	Basketball shooting machine for boys and girls basketball programs
Roseville Area High School	Podium Sports Marketing Inc. 1835 5th Ave Anoka, MN 55303	\$520.00	Nordic Ski team

Roseville Area High School	The Thomas D Rauer & Karola Rauer, Rev Trust 2932 Dunlap Circle N Roseville, MN 55113	\$1,000.00	Food shelf
Roseville Area High School	Roseville Boys Backcourt Club 1240 County Rd B2 W Roseville, MN 55113	\$5,715.50	Coaching staff, gear and equipment
Roseville Area High School	Greg and Nicole Gerlach 1824 Asbury St St. Paul, MN 55113	\$1,000.00	Food shelf
Roseville Area High School	RAHS Girls Hockey Booster Club 1240 County Rd B2 W Roseville, MN 55113	\$3,750.00	Coaching staff
Roseville Area High School	Jennifer and Troy Schally 820 County Rd D W Roseville, MN 55126	\$4,330.00	Food shelf
Roseville Area High School	Gina and Karl Hochsprung 776 16th Ave N South St. Paul, MN 55075	\$100.00	Food shelf
Roseville Area High School	Falcon Heights-Lauderdale Lions Club 1753 Albert St Falcon Heights, MN 55113	\$1,550.00	Wrestling program and advertisement insert
Roseville Area Schools	Mark Lammers 6600 Lyndale Ave S Minneapolis, MN 55423	Four trombones and one trumpet	Elementary instrumental music program
Roseville Area Schools	Premier Bank 2866 White Bear Avenue N Maplewood, MN 55109	\$11,400.00	Angel Fund lunch accounts



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Agenda Item: 7e

Agenda Topic: Accept Bids for LTFM Project – Roseville Area Middle School Pavement Rehabilitation - Summer 2022

Meeting Date: January 11, 2022

Contact Person: Shari Thompson

Background:

The board-approved Long-Term Facilities Maintenance Plan (LTFM) calls for the replacement of driveways and parking lots at Roseville Area Middle School this summer. The civil engineering firm Larson Engineering developed and conducted the bid process on the district's behalf.

Eight bids were opened on December 16, 2021. Of the qualified bids, the lowest bidder was Winberg Companies for a bid total of \$469,110. Administration recommends that the board award the contract to Winberg Companies.

Recommendation:

It is recommended that the board accept the low bid of \$469,110 from Winberg Companies for the summer 2022 LTFM pavement rehabilitation project at Roseville Area Middle School.

XX

Action Required

Informational – No Board Action Requested

Larson Engineering, Inc.
3524 Labore Road
White Bear Lake, MN 55110-5126
651.481.9120 Fax: 651.481.9201
www.larsonengr.com



January 4, 2022

Shari Thompson
Roseville Area Schools
1251 West County Road B2
Roseville, MN 55113

Re: Contractor Recommendation – Winberg Companies
2022 Pavement Rehabilitation
Roseville Area Schools
LEMN Project No: 12216128.000

Dear Ms. Thompson,

Based upon our review of the bid results for the above referenced project, we recommend the apparent low bidder, Winberg Companies LLC, be awarded the contract in the amount of \$469,110.00. The full bid tab is enclosed for reference.

We have contacted the following references; a MnDOT project manager and an Asphalt Paving Contractor. Our investigation has found their overall performance, workmanship, scheduling, and quality control to be satisfactory.

The bid bond for Winberg Companies and the next bidder, Goodmanson Construction, should be held until a contract is executed. The remaining bid bonds can be returned the respective bidders.

If you have any questions, please do not hesitate to contact our office.

Sincerely,
Larson Engineering, Inc.

A handwritten signature in black ink, appearing to read "Eric Meyer".

Eric Meyer, PE
Project Manager



Agenda Topic: Karges-Faulconbridge Inc. Engineering Services Contract
Meeting Date: January 11, 2022
Contact Person: Shari Thompson

Background:

In November 2017, after a lengthy RFQ process, Karges-Faulconbridge Inc. was selected to lead the district's Long-Term Facilities Maintenance (LTFM) projects and serve as the engineer for construction bond-related work. A contract with KFI Engineers was approved at that time.

The district is at the end of the bond-related work and is moving fully into LTFM projects per our annually approved 10-year LTFM plan. KFI Engineers will serve as the lead and architectural work will be completed by LSE under the KFI contract going forward. This aligns with the original LTFM agreement dating back to 2017. A new agreement is attached and has been reviewed by district legal counsel. Fees will remain the same.

Recommendation:

It is recommended that the board approve the engineering services contract with Karges-Faulconbridge, Inc. as presented.

XX Action Required

Informational – No Board Action Requested



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 20th day of August in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Engineer’s client identified as the Owner:
(Name, legal status, address and other information)

Roseville Area Schools
1251 County Rd B2 West
Roseville, MN 55113

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

KFI Engineers
670 County Road B West
Roseville, MN 55113

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

Roseville Area Schools 2022 - 2033 LTFM Projects

The Owner and Engineer agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ENGINEER'S RESPONSIBILITIES
3	SCOPE OF ENGINEER'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
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.)

See attached Kraus Anderson 10-year plan.

§ 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.)

N/A

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

See attached Kraus Anderson 10-year plan.

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

.1 Design phase milestone dates, if any:

Init.

- .2 Construction commencement date:
Spring 2022
- .3 Substantial Completion date or dates:
2033 See attached Kraus Anderson 10-year plan.
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Engineer shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Engineer shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Ms. Shari Thompson
Business Manager
Roseville Area Schools
1251 West County Road B2
Roseville, MN 55113

(Paragraphs deleted)

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

- .1 Geotechnical Engineer

(Paragraphs deleted)

- .2 Civil Engineer

(Paragraphs deleted)

- .3 Roofing (Roof Spec, Inc.)

§ 1.1.10 The Engineer identifies the following representative in accordance with Section 2.3:

Randy P. Christenson, P.E.
KFI Engineers
670 County Road B West
St. Paul, MN 55113

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

Init.

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

Lawal Scott Erickson Architects, Inc.
Mr. Mohammed Lawal, AIA
CEO Principal Architect
100 Portland Avenue South
Suite 100
Minneapolis, MN 55401

.2 Structural Engineer:

Ericksen Roed & Associates
Mr. Greg McCool, P.E.
Project Manager
2550 University Avenue West
Suite 201-S
St. Paul, MN 55114

OR

KFI Engineers
Mr. Matthew R. Johnson, P.E.
Structural Engineering Manager
670 County Road B West
St. Paul, MN 55113

(Paragraphs deleted)

§ 1.2 The Owner and Engineer 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 Engineer shall appropriately adjust the Engineer's services, schedule for the Engineer's services, and the Engineer's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ENGINEER'S RESPONSIBILITIES

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

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

Init.

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

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

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

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

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Engineer 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 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand (\$ 500,000) each accident, Five Hundred (\$ 500,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million (\$ 5,000,000) per claim and Seven Million (\$ 7,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Engineer shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Engineer'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.

§ 2.5.8 The Engineer shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ENGINEER'S BASIC SERVICES

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

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

§ 3.1.2 The Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Engineer shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Engineer or Owner. With the Owner's approval, the Engineer shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Engineer shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Engineer shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Engineer shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Engineer shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Engineer's services.

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

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

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

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

§ 3.2.5.1 The Engineer shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Engineer shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Engineer shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Engineer shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Engineer shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Engineer shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Construction Manager shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Engineer shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Construction Manager shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Construction Manager shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Construction Manager shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Engineer shall assist the Owner in determining the successful bid or proposal.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Engineer shall assist the Owner in bidding the Project by:

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(Paragraphs deleted)

preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Engineer shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 The Engineer shall advise and consult with the Owner during the Construction Phase Services. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer'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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Engineer issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Engineer shall:

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(Paragraphs deleted)

forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.2 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Engineer’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Engineer’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Engineer shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

(Designate the Engineer’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Engineer or Owner shall be responsible for providing the identified Supplemental Service.

Supplemental Services	Responsibility <i>(Engineer, Owner, or not provided)</i>
§ 4.1.1.1 Programming <i>(Row deleted)</i>	Not Provided
§ 4.1.1.3 Measured drawings	Engineer
§ 4.1.1.4 Existing facilities surveys <i>(Row deleted)</i>	Owner
§ 4.1.1.6 Building Information Model management responsibilities <i>(Row deleted)</i>	Engineer
§ 4.1.1.8 Civil engineering	Owner

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§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Engineer
<i>(Rows deleted)</i>	
§ 4.1.1.16 As-constructed record drawings	Engineer
§ 4.1.1.17 Post-occupancy evaluation	Engineer
<i>(Rows deleted)</i>	
§ 4.1.1.20 Engineer's coordination of the Owner's consultants	Engineer
§ 4.1.1.21 Telecommunications/data design	Engineer
<i>(Row deleted)</i>	
§ 4.1.1.23 Commissioning	Engineer
<i>(Rows deleted)</i>	
§ 4.1.1.29 Other services provided by specialty Consultants	Owner

(Rows deleted)

§ 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 Engineer's responsibility is provided below.

Commissioning Scope of Work is as follows:
The commissioning tasks for each project are:

Design Phase

1. Perform one (1) design review. Review will be performed at 95% stage. Written comments will be provided to the design team for consideration for each design review. A back check of the CDs will also be performed to verify comments were addressed in the final documents.
2. Attend design review meeting(s), as needed, to answer questions and support the design team.
3. Develop a Commissioning (Cx) Plan. Update the Cx Plan throughout the project. The Cx Plan will identify members of the Cx team, roles and responsibilities of each team member, the Cx schedule, and provide a narrative of Cx tasks.
4. Develop a project-specific Cx specification for inclusion in the construction documents. Provide specification to the design team and owner for review.

Construction & Acceptance Phases

5. Review project schedule, and provide the construction team Cx milestones and task durations for inclusion in the official project schedule.
6. Attend and lead Cx kickoff meeting to assist with Cx coordination.
7. Review submittals for the commissioned systems concurrent with the design team. Submittal review comments will be forwarded to the design team for consideration and official inclusion in their submittal review comments.
 - Participate in a temperature controls workshop with the design team, owner, and contractors to review the controls submittal.
8. Develop custom construction checklists after all submittals have been approved by the design team. KFI will review the checklists' information in the field to verify accuracy. Checklists include:
 - Delivery acceptance criteria to confirm supplied equipment matches submittals.
 - Installation verification checks to ensure details, specifications, and manufacturer requirements are maintained.
 - Contractors will complete any contract document required for pre-functional verifications that verify equipment startups, BAS point-to-point verifications and preliminary sequence checks.
9. Perform construction site visits during the project. Frequency will increase in the months leading up to functional testing. During the site visits we anticipate the following tasks:
 - Review contractor progress on the construction checklists.
 - Review equipment and system installations for conformance to the construction documents, industry standards, manufacturer recommendations, and KFI experience. Document deficiencies on observation reports, and forward to the project team for review and action.
 - Conduct commissioning meetings to review progress on Cx tasks (and provide agendas, minutes, etc.). We will coordinate site visits to coincide with regular construction meetings whenever possible to

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make best use of everyone's time. When we cannot attend construction meetings, we will review meeting minutes and provide comments where necessary.

Site visits are anticipated around the following milestones:

- Cx kickoff (near the beginning of MEP rough-in)
 - General MEP rough-in progress
 - Witness the first duct pressure test to ensure proper procedures, and spot check thereafter
 - Final installation review
 - Witness hydronic flush & fill
 - Witness select start-ups (Boilers, Chillers, AHUs, Generator)
 - Witness TAB processes
10. Review start-up plan from contractors (and provide comments), review start-up documentation for completeness and accuracy (and provide comments).
 11. After reviewing and accepting the controls contractor self-testing (pre-functional testing) documents, KFI will execute functional performance testing at the sampling rates identified above. Testing includes the following tasks:
 - Point-to-point verification (including sensor calibrations, input/output verification).
 - Review graphics for accuracy to systems, menu operability, links, and schematic accuracy.
 - Perform sequence testing through a combination of setpoint adjustments, trend reviews, and manual overrides.
 - Perform integrated systems testing.
 12. Provide seasonal testing of HVAC systems to review sequence testing of equipment under appropriate loads in all seasons.
 13. Document deficiencies on KFI's Issue Tracking Form (ITF). Distribute deficiencies to contractors for correction. After written notification of correction, KFI will retest deficiencies. KFI considers one retest part of the normal scope of work. However, additional retests will be at the contractor's expense.
 14. Execute a TAB review. KFI's review includes the following tasks:
 - Conduct a TAB coordination meeting to review the TAB Plan with the project team.
 - Witness contractor procedures in the field.
 - Confirm minimum OA flow rates.
 - Randomly sample up to 10% of TAB values in the field at the conclusion of TAB work.
 - Review the completed TAB report.
 15. Review O&M manuals and provide comments to the project team. Review equipment warranty information provided in O&Ms.
 16. Review contractor training plan for the owner including reviewing and approving training agendas, verifying the execution of the training, and ensuring the training sessions meet the owner's needs. In addition, we will encourage the facility operators to participate in the testing process with KFI.

Closeout Phase

17. Hold post-substantial completion commissioning coordination meetings. Since the regular construction meetings have typically ended at this point, these meetings help facilitate communication between the mechanical, TAB, controls contractors, and design team. Typical discussion points are:
 - Review schedule for any work to be completed
 - Review issues list status
 - Allow for immediate response/direction from the design team to any contractor questions
18. Provide a final commissioning report in PDF format at the conclusion of the project:
 - Provide a summary of the commissioning process (including a summary of any open issues & associated documentation), a building/system description, review of the tasks executed, and a brief summary of the testing methods executed for future reference by the owner.
 - Include all commissioning documentation from the tasks identified above.
 - Provide a summary of equipment deficiencies with regards to: performance/efficiency, executed documentation, and training.
 - Provide recommendations for any of the systems.
19. Provide a warranty review walk-through with the owner's staff at the 11-month point of occupancy.

Commissioning Deliverables

1. Design Review Comments

2. Commissioning Plan
3. Commissioning Specification
4. Submittal Review Comments
5. Construction Checklists
6. Construction Observation Reports
7. TAB Review Comments/Results
8. Master Issue Tracking List
9. O&M Review Comments
10. Training Completion Documentation
11. Warranty Review Comments
12. Final Report (including testing results)

Project Costs

KFI proposes to perform the commissioning scope of work defined above for 1.9% of the MEP LTFM construction budget for each project, as established at the time of bid.

Reimbursable Expenses

Travel and production expenses have been included in the fee.

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

N/A

(Paragraph deleted)

§ 4.2 Engineer's Additional Services

The Engineer may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Engineer, any Additional Services provided in accordance with this Section 4.2 shall entitle the Engineer to compensation pursuant to Section 11.3 and an appropriate adjustment in the Engineer's schedule.

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

- .1 Services necessitated by a 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;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 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 consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Engineer is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Engineer.

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§ 4.2.2 To avoid delay in the Construction Phase, the Engineer 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 Engineer's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Engineer of the Owner's determination. The Owner shall compensate the Engineer for the services provided prior to the Engineer's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Engineer;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visits to the site per month by the Engineer during construction each month
- .3 One (1) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) observation for any portion of the Work to determine final completion.

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

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Engineer. The Owner and the Engineer shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 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,

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above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Engineer. Upon the Engineer's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Engineer in this Agreement, or authorize the Engineer to furnish them as an Additional Service, when the Engineer 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.

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

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

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

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

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

§ 5.14 The Owner shall provide the Engineer access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Engineer access to the Work wherever it is in preparation or progress.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Engineer and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Engineer; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the

Engineer, represent the Engineer's judgment as a design professional. It is recognized, however, that neither the Engineer nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's 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 Engineer.

§ 6.3 If the Owner requires a detailed estimate of the Cost of the Work, the Engineer shall provide such an estimate, if identified as the Engineer's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Engineer, the Procurement Phase has not commenced within 90 days after the Engineer submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 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 Engineer 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 Engineer in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Engineer, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Engineer shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Engineer to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Engineer could not reasonably anticipate, the Owner shall compensate the Engineer for the modifications as an Additional Service pursuant to Section 11.3.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Engineer and Engineer's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Engineer and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Engineer shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Engineer 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 Engineer waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Engineer, 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.

§ 8.1.3 The Engineer and Owner waive 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 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 Engineer's services, the Engineer 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.

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

§ 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.

Init.

§ 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
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Engineer 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.

§ 8.3.3 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.

§ 8.3.4.3 The Owner and Engineer 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 Engineer 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 payments to the Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give

seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Engineer 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 Engineer all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Engineer's services. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Engineer, the Engineer 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 Engineer 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 Engineer terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Engineer for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Engineer's termination of consultant agreements.

(Paragraphs deleted)

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Engineer 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 Engineer by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Engineer to execute certificates, the proposed language of such certificates shall be submitted to the Engineer for review at least 14 days prior to the requested dates of execution. If the Owner requests the Engineer to execute consents reasonably required to facilitate assignment to a lender, the Engineer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Engineer for review at least 14 days prior to execution. The Engineer 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 Engineer.

§ 10.6 Unless otherwise required in this Agreement, the Engineer 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 Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. The Engineer shall be given reasonable access to the completed Project to make such representations. However, the Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Engineer 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.

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

(7.5 %) MEP Design of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

KFI proposes to perform the commissioning scope of work for 1.9% of the MEP LTFM construction budget for each project, as established at the time of bid.

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

See Attached 2021 KFI Standard Rate Sheet.

§ 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 Engineer as follows:
(Insert amount of, or basis for, compensation.)

Time and Materials per the attached Hourly Rate Sheet up to 0.5% of the Construction cost for additional design scope and construction administration.

§ 11.4 Compensation for Supplemental and Additional Services of the Engineer's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the
(Paragraphs deleted)
Engineer plus Ten percent (10 %).

(Table deleted)
(Paragraph deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

§ 11.7 The hourly billing rates for services of the Engineer and the Engineer's consultants are set forth below. The rates shall be adjusted in accordance with the Engineer's and Engineer's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attached 2021 KFI Standard Rate Sheet
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

(Paragraphs deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Engineer and the Engineer's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 **Engineer's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Engineer normally maintains, the Owner shall pay the Engineer for the additional costs incurred by the Engineer for the additional coverages as set forth below:

(Insert the additional coverages the Engineer is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Engineer.)

N/A

§ 11.10 Payments to the Engineer

§ 11.10.1 Initial Payments

Init.

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) 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.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Engineer's invoice. Amounts unpaid Thirty (30) 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

(Paragraphs deleted)

Engineer.

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

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

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.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Engineer 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 Engineer.

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Engineer

.2

(Paragraphs deleted)

Exhibits:

- Kraus Anderson 10-year plan.

(Paragraphs deleted)

- 2021 KFI Standard Rate Sheet

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

OWNER *(Signature)*
 Shari Thompson Business Manager

(Printed name and title)

ENGINEER *(Signature)*
 James A. Faulconbridge, P.E. President

(Printed name, title, and license number, if required)



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Agenda Item: 8a

Agenda Topic: COVID-19 Health and Safety Update
Meeting Date: January 11, 2022
Contact Person: Josh Collins, Deb Legan, Melissa Sonnek

Background:

District staff will review the latest county and district data related to COVID-19. Staff will provide an overview of how the current wave of COVID-19 infections is affecting our schools, including staffing shortages.

Recommendation:

Action Required

Informational – No Board Action Requested



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Agenda Item: 8b

Agenda Topic: Audit Update
Meeting Date: January 11, 2022
Contact Person: Shari Thompson

Background:

Acceptance of the annual audit for the fiscal year ended June 30, 2021, was scheduled to be included on the agenda for this evening. The final completion of the audit has been delayed for a variety of reasons. Complicating factors include COVID-19 and resulting increased work load, clarity and reporting requirements related to federal CARES Act funds, and staff turnover at CliftonLarsonAllen.

CliftonLarsonAllen will be presenting the audit on January 25, 2022.

Recommendation:

Action Required

XX

Informational – No Board Action Requested



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Agenda Item: 9a

Agenda Topic: Appointment of Equity Alliance MN Board Representative
Meeting Date: January 11, 2022
Contact Person: Board Chair

Background:

Every other year, a member of the Roseville School Board is appointed to serve a two-year term on the Equity Alliance MN board. Mike Boguszewski was appointed in December of 2019 to serve a two-year term expiring on January 1, 2022.

A representative of the board needs to be appointed to serve a two-year term that would expire on January 1, 2024. An alternate should also be selected to assume the duties of the representative as needed.

Recommendation:

It is recommended that the school board appoint a board member and an alternate to serve as the Equity Alliance MN board representative for a two-year term expiring on January 1, 2024.

Action Required Informational – No Board Action Requested