



Jordan School District #717
Finance Meeting Minutes

Monday, May 12, 2014 at 5:30 PM
Finance Meeting
Jordan Public Schools
500 Sunset Drive; Suite 3
Jordan, MN 55352

1. Middle School Music
2. Elementary School Art
3. Finance Reports
4. Communication and Website Specialist
5. Architectural Contract Review

School Board Clerk

Date

Employee/Position	Base Wage	FTE	Base Wage per FTE	FICA (7.65%)	TRA (7.5%)	Health & Dental	403B	Life Insurance	LTD	WC	Total Salary & Benefits
Elizabeth Egger	\$ 53,412.00	1	53,412.00	\$ 4,086.02	\$ 4,005.90	\$ 4,150.00		\$ 14.00	\$ 227.00	\$ 169.73	\$ 66,064.65
Elizabeth Egger	\$ 53,412.00	0.7	37,388.40	\$ 2,860.21	\$ 2,804.13	\$ 2,905.00		\$ 14.00	\$ 158.90	\$ 118.81	\$ 46,249.46

0.*

66,064.65+
46,249.46-
19,815.19*

815 Sunset Drive
Jordan, MN 55352
952-492-2336
952-492-4446 fax

To: Matt Helgerson and JPS School Board Members

Re: Addition of FT Art Teacher and Replacement of PT 4th Grade Teacher

April 17, 2014

I wanted to provide an explanation as to why the decision was made to increase the JES Art position and not replace the PT 4th Grade Teacher.

Art Position

By moving the Art position to full time, the following benefits will be experienced by students and staff:

- **More technology opportunities for our 3rd and 4th grade students** (Kindergarten will have one less Media/Tech time and Art instead) allowing for technology integration to occur in content areas with support from Media and Tech Specialists. Tech integration could be where students have more time in the computer lab with the classroom teacher team teaching with the Specialist, or it could also be the Specialist coming into the classroom and team teaching using mobile devices. This will provide a smoother transition for students as they enter into middle school where they will be expected to know and apply more technology skills.
- Tech Specialist will have time freed up (with not needing to support 2nd Kindergarten tech class) to **offer technological and instructional support for staff with school-wide 1:1 tech initiative**
- For the 2014-15 school year, all day-everyday Kindergarten will be offered in all school districts. By offering an **Art program taught by a licensed teacher in the visual arts**, our program may set us apart from other schools whose model is having the Kindergarten teacher teach art.

PT 4th Grade Teacher

By not replacing the 0.5 FTE 4th Grade teaching position, the following results will occur:

- All students and families will have a homeroom teacher that they can connect with and establish a positive relationship with who understands the academic and social needs of each child.
- “Flex” instructional model will be revisited in order to honor students' various academic and developmental needs and to also acknowledge the need to differentiate instruction and avoid stagnate ability grouping.
- Instructional practices will be discussed to allow for more connections to be made between content areas versus having a “bell system” where a class is done for the day at a certain time. If students spend more time in their homeroom, Math class could extend into Science, a natural connection between two subject areas. A Reading lesson could be extended based on students' learning and understanding or because of a large project being completed.
- Scheduling conflicts will be lessened for ELL, SPED, RtI and other support staff with only full time homeroom teachers to plan and communicate with to address student needs.
- Since a 0.5 FTE hire would need to be made to replace the current teacher reducing her full time status, this is typically a more challenging position to fill with an experienced, highly qualified teacher (most teachers are seeking a full time position). Research supports that the quality of the teacher has a direct impact on student learning.

Cash Balances

CASH FUND BALANCES - JANUARY 2014				
	Beg. Balance 12/31/2013	Receipts	Disbursements	End Balance 1/31/2014
General Fund	\$ 3,473,998.09	\$ 1,916,560.74	\$ 2,116,319.83	\$ 3,274,239.00
Food Service Fund	\$ 359,886.13	\$ 79,632.63	\$ 61,877.62	\$ 377,641.14
Community Service Fund	\$ 67,599.00	\$ 106,810.39	\$ 61,950.76	\$ 112,458.63
Building (alt facilities levy for air hand)	\$ -	\$ -	\$ -	\$ -
Debt Redemption	\$ 1,100,759.57	\$ 11,317,388.31	\$ 12,932,955.00	\$ (514,807.12)
Trust (Cash only - B 09 101 000)	\$ 2,527.87	\$ 24,428.70	\$ 22,117.06	\$ 4,839.51
TOTALS	\$ 5,004,770.66	\$ 13,444,820.77	\$ 15,195,220.27	\$ 3,254,371.16
CASH FUND BALANCES - JANUARY 2013				
	Beg. Balance 12/31/2012	Receipts	Disbursements	End Balance 1/31/2013
General Fund	2,196,399.20	1,856,563.03	1,797,652.21	\$ 2,255,310.02
Food Service Fund	304,526.46	80,051.56	65,927.18	\$ 318,650.84
Community Service Fund	106,305.37	120,200.38	72,237.87	\$ 154,267.88
Building (alt facilities levy for air hand)	(286,709.70)	0.00	0.00	\$ (286,709.70)
Debt Redemption	1,958,683.62	0.00	1,591,485.00	\$ 367,198.62
Trust (Cash only - B 09 101 000)	3,839.53	11,500.00	10,000.00	\$ 5,339.53
TOTALS	\$ 4,283,044.48	\$ 2,068,314.97	\$ 3,537,302.26	\$ 2,814,057.19

**Revenue and Expense By Fund Through 01/31/2014
59% into Fiscal Year**

FUND	2012-13			2013-14			2012-13			2013-14		
	Revenue	Revenue as of	% of	Revenue	Revenue as of	% of	Expense	Expenses as of	% of	Expense	Expenses as of	% of
	Adopted Budget	1/31/2013	Budget	Adopted Budget	1/31/2014	Budget	Adopted Budget	1/31/2013	Budget	Adopted Budget	1/31/2014	Budget
General	\$ 15,415,871.00	\$ 7,195,736.33	47%	\$ 15,708,703.00	\$ (8,857,931.91)	-56%	\$ 15,750,282.00	\$ 7,483,147.93	48%	\$ 15,913,865.00	\$ 8,084,890.12	51%
Food	\$ 727,115.00	\$ 391,841.27	54%	\$ 740,710.00	\$ (427,151.56)	-58%	\$ 717,949.00	\$ 381,859.34	53%	\$ 817,127.00	\$ 380,999.95	47%
Comm Ed	\$ 750,639.00	\$ 566,401.01	75%	\$ 886,281.00	\$ (487,076.12)	-55%	\$ 710,961.00	\$ 484,098.64	68%	\$ 866,511.00	\$ 492,408.77	57%
Building	\$ 340,000.00	\$ -	0%	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Debt Service	\$ 1,855,358.00	\$ 865,812.96	47%	\$ 1,856,891.00	\$ (11,322,907.02)	-610%	\$ 1,875,105.00	\$ 1,874,135.00	100%	\$ 1,881,740.00	\$ 13,189,090.00	701%
Trust (Scholarship)	\$ 10,500.00	\$ 11,043.57	105%	\$ 10,500.00	\$ (14,605.10)	-139%	\$ 12,000.00	\$ 12,703.56	106%	\$ 29,440.00	\$ 31,237.10	106%
TOTAL	\$ 19,099,483.00	\$ 9,030,835.14	47%	\$ 19,203,085.00	\$ (21,109,671.71)	-110%	\$ 19,066,297.00	\$ 10,235,944.47	54%	\$ 19,508,683.00	\$ 22,178,625.94	114%

Cash Balances

CASH FUND BALANCES - FEBRUARY 2014				
	Beg. Balance 1/31/2014	Receipts	Disbursements	End Balance 2/28/2014
General Fund	\$ 3,274,239.00	\$ 2,026,623.59	\$ 1,851,787.18	\$ 3,449,075.41
Food Service Fund	\$ 377,641.14	\$ 77,690.70	\$ 80,976.57	\$ 374,355.27
Community Service Fund	\$ 112,458.63	\$ 83,260.72	\$ 65,689.26	\$ 130,030.09
Building (alt facilities levy for air hand)	\$ -	\$ -	\$ -	\$ -
Debt Redemption	\$ (514,807.12)	\$ 919.88	\$ -	\$ (513,887.24)
Trust (Cash only - B 09 101 000)	\$ 4,839.51	\$ 1,000.00	\$ 2,000.00	\$ 3,839.51
TOTALS	\$ 3,254,371.16	\$ 2,189,494.89	\$ 2,000,453.01	\$ 3,443,413.04
CASH FUND BALANCES - FEBRUARY 2013				
	Beg. Balance 1/31/2013	Receipts	Disbursements	End Balance 2/28/2013
General Fund	2,255,310.02	1,728,794.87	1,602,420.36	\$ 2,381,684.53
Food Service Fund	318,650.84	79,748.70	74,242.50	\$ 324,157.04
Community Service Fund	154,267.88	84,649.29	72,248.07	\$ 166,669.10
Building (alt facilities levy for air hand)	(286,709.70)	0.00	0.00	\$ (286,709.70)
Debt Redemption	367,198.62	1,747.63	0.00	\$ 368,946.25
Trust (Cash only - B 09 101 000)	5,339.53	5,727.63	7,597.63	\$ 3,469.53
TOTALS	2,814,057.19	1,900,668.12	1,756,508.56	\$ 2,958,216.75

**Revenue and Expense By Fund Through 02/28/2014
67% into Fiscal Year**

FUND	2012-13			2013-14			2012-13			2013-14		
	Revenue Adopted Budget	Revenue as of 2/28/2013	% of Budget	Revenue Adopted Budget	Revenue as of 2/28/2014	% of Budget	Expense Adopted Budget	Expenses as of 2/28/2013	% of Budget	Expense Adopted Budget	Expenses as of 2/28/2014	% of Budget
General	\$ 15,415,871.00	\$ 8,407,201.65	55%	\$ 15,708,703.00	\$ (10,340,947.60)	-66%	\$ 15,750,282.00	\$ 8,860,356.16	56%	\$ 15,913,865.00	\$ 9,395,352.62	59%
Food	\$ 727,115.00	\$ 473,810.70	65%	\$ 740,710.00	\$ (504,525.49)	-68%	\$ 717,949.00	\$ 456,099.69	64%	\$ 817,127.00	\$ 461,938.42	57%
Comm Ed	\$ 750,639.00	\$ 650,744.30	87%	\$ 886,281.00	\$ (570,336.84)	-64%	\$ 710,961.00	\$ 556,040.71	78%	\$ 866,511.00	\$ 558,073.03	64%
Building	\$ 340,000.00	\$ -	0%	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Debt Service	\$ 1,855,358.00	\$ 867,560.59	47%	\$ 1,856,891.00	\$ (11,323,826.90)	-610%	\$ 1,875,105.00	\$ 1,874,135.00	100%	\$ 1,881,740.00	\$ 13,189,090.00	701%
Trust (Scholarship)	\$ 10,500.00	\$ 11,195.87	107%	\$ 10,500.00	\$ (15,605.10)	-149%	\$ 12,000.00	\$ 20,301.19	169%	\$ 29,440.00	\$ 33,237.10	113%
TOTAL	\$ 19,099,483.00	\$ 10,410,513.11	55%	\$ 19,203,085.00	\$ (22,755,241.93)	-118%	\$ 19,066,297.00	\$ 11,766,932.75	62%	\$ 19,508,683.00	\$ 23,637,691.17	121%

Jordan Public Schools
Guideline by Fund
Period Ending Apr 30,2014

Sequence: L, Fd

Description		14BUD Annual Budget	Period 201410	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
E	Expenditure							
01	General Fund	15,913,865.00	1,194,490.87	11,916,165.58	75%	240,462.89	76%	3,757,236.53
02	Food Service Fund	817,127.00	52,287.22	582,440.80	71%	39,422.65	76%	195,263.55
04	Community Education	866,511.00	81,911.03	726,257.76	84%	20,966.02	86%	119,287.22
06	Building Fund	0.00			0%	61,171.98	0%	(61,171.98)
07	Debt Redemption Fund	1,881,740.00		13,189,090.00	701%		701%	(11,307,350.00)
09	Trust Fund	29,440.00	1,000.00	34,737.10	118%		118%	(5,297.10)
E	Expenditure	19,508,683.00	1,329,689.12	26,448,691.24	136%	362,023.54	137%	(7,302,031.78)
R	Revenue							
01	General Fund	(15,708,703.00)	1,629.93	(11,906,065.29)	76%	(5,492.00)	76%	(3,797,145.71)
02	Food Service Fund	(740,710.00)	(434.00)	(548,416.03)	74%	(58,206.55)	82%	(134,087.42)
04	Community Education	(886,281.00)	761.00	(657,833.90)	74%		74%	(228,447.10)
07	Debt Redemption Fund	(1,856,891.00)		(11,324,746.79)	610%		610%	9,467,855.79
09	Trust Fund	(10,500.00)		(15,605.10)	149%		149%	5,105.10
R	Revenue	(19,203,085.00)	1,956.93	(24,452,667.11)	127%	(63,698.55)	128%	5,313,280.66
	Report Totals:	305,598.00	1,331,646.05	1,996,024.13	653%	298,324.99	751%	(1,988,751.12)

Jordan Public Schools
Guideline with Program Series
Period Ending Apr 30,2014

Sequence: Fd, Pro

Description		14BUD				Encumbrances	% YTD + Enc	Remaining Balance
		Annual Budget	Period 201410	Year To Date	% YTD			
01	General Fund							
	000 Administration	913,984.00	75,688.68	762,484.67	83%	8,440.60	84%	143,058.73
	100 District Support Services	540,567.00	40,511.03	425,772.81	79%	3,086.26	79%	111,707.93
	200 Elem & Secondary Regular Instr	8,126,414.00	688,939.50	5,859,239.24	72%	87,017.20	73%	2,180,157.56
	300 Vocational Education Instr	84,078.00	18,124.41	152,533.54	181%	1,149.90	183%	(69,605.44)
	400 Special Education Instr	2,741,798.00	209,511.31	1,891,237.05	69%	1,886.21	69%	848,674.74
	600 Instructional Support Services	531,376.00	25,811.59	339,819.08	64%	8,255.73	66%	183,301.19
	700 Pupil Support Services	1,192,346.00	129,212.40	929,693.15	78%	3,601.20	78%	259,051.65
	800 Sites & Buildings	1,708,358.00	58,085.95	1,497,272.59	88%	127,025.79	95%	84,059.62
	900 Fiscal & Other Fixed Costs	74,944.00	(51,394.00)	58,113.45	78%		78%	16,830.55
01	General Fund	15,913,865.00	1,194,490.87	11,916,165.58	75%	240,462.89	76%	3,757,236.53
02	Food Service Fund							
	700 Pupil Support Services	817,127.00	52,287.22	582,440.80	71%	39,422.65	76%	195,263.55
02	Food Service Fund	817,127.00	52,287.22	582,440.80	71%	39,422.65	76%	195,263.55
04	Community Education							
	500 Community Ed & Services	862,111.00	81,617.57	723,465.68	84%	20,966.02	86%	117,679.30
	700 Pupil Support Services	4,400.00	293.46	2,792.08	63%		63%	1,607.92
04	Community Education	866,511.00	81,911.03	726,257.76	84%	20,966.02	86%	119,287.22
06	Building Fund							
	800 Sites & Buildings	0.00			0%	61,171.98	0%	(61,171.98)
06	Building Fund	0.00			0%	61,171.98	0%	(61,171.98)
07	Debt Redemption Fund							
	900 Fiscal & Other Fixed Costs	1,881,740.00		13,189,090.00	701%		701%	(11,307,350.00)
07	Debt Redemption Fund	1,881,740.00		13,189,090.00	701%		701%	(11,307,350.00)
09	Trust Fund							
	900 Fiscal & Other Fixed Costs	29,440.00	1,000.00	34,737.10	118%		118%	(5,297.10)
09	Trust Fund	29,440.00	1,000.00	34,737.10	118%		118%	(5,297.10)
	Report Totals:	19,508,683.00	1,329,689.12	26,448,691.24	136%	362,023.54	137%	(7,302,031.78)



TITLE: Communications and Website Specialist

QUALIFICATIONS:

1. Post High School Degree Earned (2 year) or equivalent experience
2. Knowledge of Microsoft Office
3. Working knowledge of basic office procedures and operation of standard office equipment and machines
4. Maintains professional dress and appearance
5. Detail orientated
6. Strong communication skills

REPORTS TO: Superintendent of Schools and Finance Director

JOB GOALS: Provide communication between the school district, community and school staff.

PERFORMANCE RESPONSIBILITIES:

1. Manage and manipulate District website
2. Jordan Journalist development and oversight
3. ECFE/Preschool program booklet development and oversight
4. Market special District projects, construction projects and referenda in the District
5. Assist Administrative Team in marketing programming and events
6. Market and promote community education programming
7. Assist DO in the branding of District paperwork and materials
8. Manage, maintain, and provide oversight over district signage and billboards/kiosks
9. Responsible the development/creation of design, graphics, and logos
10. Maintain social media (Facebook, Twitter, etc)
11. PowerPoint deck creation
12. Ensure accuracy and maintain compliance with brand standards
13. Attend District functions and events for future marketing materials
 - a. Generate ideas for content and media
14. Write content for various District publications, informational pieces, and general print
15. Monitor digital platforms to identify opportunities to promote JPS
16. Video promotional production
17. Board Meeting Videos

18. Other Duties assigned by Superintendent and/or Community Education Director

TERMS OF EMPLOYMENT: 5 hours per day for _____ days.
Terms and conditions of employment according to contract.

EVALUATOR: Superintendent of Schools

BOARD APPROVED:



AIA® Document B132™ – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Twelfth day of March in the year Two Thousand Fourteen (2014)

(In words, indicate day, month and year.)

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

Jordan Public Schools, District 717
500 Sunset Drive
Jordan, Minnesota 55352

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

DLR Group, inc. (a Minnesota corporation)
520 Nicollet Mall, Suite 200
Minneapolis, Minnesota 55402

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

Architect for Additions and Remodeling to the existing Middle School
The Construction Manager:
(Name, legal status, address and other information)

Bossardt Corporation Professional Construction Services,
A Wenck Company
5270 West 84th Street, Suite 550
Minneapolis, Minnesota 55437

The Owner and Architect agree as follows.

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	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.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Established generally by Pre-Design, Pre-referendum Planning and successful bond referendum of 3-11-14 to include Architectural, Structural, Mechanical, Electrical and Civil engineering services for additions and remodeling to the existing Middle School.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The existing building is located at 500 Sunset Drive, Jordan, Minnesota 55352 .

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

(Provide total and, if known, a line item breakdown.)

Total Project Cost is \$34,590,000 but Cost of Work to be determined and confirmed at Design Phases described herein.

Project Budget will be developed and updated based on estimates provided by the Construction Manager.

Init.

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:

Design Phases to commence immediately with Construction Completion and occupancy scheduled for early 2016, exact date to be determined.

- .2 Commencement of construction:

See above

- .3 Substantial Completion date or milestone dates:

Not determined at the time of Contract Execution.

- .4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

§ 1.1.6.1 The parties agree that the Architect/Engineer will prepare up to two bid sets of partial Construction Documents for the project under this Agreement. The project shall be as identified in the Owner's bond referendum program. The Owner's Construction Manager will be responsible for dividing the Contract Documents for the project into two bid packages for bidding to multiple prime contractors.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Not determined at the time of Contract Execution.

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

(List name, address and other information.)

Matthew Helgerson, Superintendent

Jordan Public Schools

ISD #717

500 Sunset Drive

Jordan, Minnesota 55352

mhelgerson@isd717.org

952-492-6200

Tim Bisek, Facilities Manager
Jordan Public Schools
ISD #717
500 Sunset Drive
Jordan, Minnesota 55352
tbisek@isd717.org
952-492-6200

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

Board of Education

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

.1 Construction Manager: The Construction Manager is identified on the cover page. ~~If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:~~

.2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

~~.3 Land Surveyor:~~ .3 Land Surveyor by previous contract with the Owner:

Bolton and Menk, Inc.

.4 Geotechnical Engineer:

Not determined at the time of Contract Execution

.5 Civil Engineer:

A Consultant to the Architect

.6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

Construction materials testing firm, hazardous materials investigation (if necessary), hazardous materials abatement (if necessary).

§ 1.1.11 The Architect identifies the following ~~representative~~ representatives in accordance with Section 2.3:
(List name, address and other information.)

Christopher J. Gibbs, AIA
Principal
DLR Group, inc.
520 Nicollet Mall, Suite 200
Minneapolis, Minnesota 55402

cgibbs@dlrgroup.com
612-977-3552

Mark Vetter, AIA
Project Manager
DLR Group, inc.
520 Nicollet Mall, Suite 200
Minneapolis, Minnesota 55402
mvetter@dlrgroup.com
612-977-3560

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

DLR Group, inc.

.2 Mechanical Engineer:

DLR Group, inc.

~~.2 Mechanical Engineer:~~ .3 Electrical Engineer:

DLR Group, inc.

.4 Civil Engineer

Mike Murphy
Larson Engineering
3524 Labore Road
White Bear Lake, Minnesota 55110-5126
~~.3 Electrical Engineer:~~ 651-481-9120

.5 Acoustical and/or Theater Planning Consultant

Not determined at the time of Contract Execution .

.6 Landscape and Sports Field Design Consultant:

Not determined at the time of Contract Execution .

§ 1.1.12.2 Consultants retained under Additional Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage. Owner is to be included under such policy as additional insured to the extent of liability assumed by Architect, with coverage to be primary and not contributory with any such coverage maintained by the Owner. The policy shall contain a severability of interests provision in favor of the additional insureds.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than one million (\$ 1,000,000).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and in the aggregate. Coverage shall be maintained for the term of services under this Agreement. If Owner chooses to acquire a policy of professional liability for the Project, then Owner and Architect must agree on the limits of coverage, parties covered, deductible required and length of the policy period after substantial completion of the services.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. All deductibles and premiums associated with the above coverages except a project specific policy of professional liability insurance shall be responsibility of Architect. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. The Architect shall ensure that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect. The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice. The insurance policies shall

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incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to cancellation non-renewal, or material modification of the policies. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

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

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. 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 modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager 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 schedule and budget for the Cost of the Work.

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

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

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

§ 3.3 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 pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. 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 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

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

§ 3.4 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 Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and 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); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

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

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

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 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 Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

~~**§ 3.5.3 Negotiated Proposals**~~

~~**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.~~

~~**§ 3.5.3.2** The Architect shall assist the Owner and Construction Manager in obtaining proposals by~~

- ~~.1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 participating in selection interviews with prospective contractors; and~~

~~3~~—participating in negotiations with prospective contractors.

~~§ 3.5.3.3~~ The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1

The Architect shall visit the site on a semi-monthly basis and at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the observable progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

~~§ 3.6.2.2~~ ~~The Architect has the authority to reject Work that does not~~

The Architect shall advise the Owner in writing, regarding a recommendation of rejection of Work that does not observably conform to the Contract Documents and shall notify the Construction Manager about the rejection.

Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, the Architect 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 Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

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

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect 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 material 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.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

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

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect 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 Architect's review shall not constitute approval of safety precautions or, unless otherwise

specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize 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. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager 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 Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect 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 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	<u>Architect</u>	<u>4.2.1</u>
§ 4.1.2 Multiple preliminary designs	<u>Architect</u>	<u>4.2.2</u>
§ 4.1.3 Measured drawings	<u>Architect</u>	<u>4.2.3</u>
§ 4.1.4 Existing facilities surveys	<u>Not Provided</u>	
§ 4.1.5 Site evaluation and planning (B203™–2007)	<u>Architect</u>	<u>4.2.5</u>
§ 4.1.6 Building Information Modeling (E202™–2008)	<u>Architect</u>	<u>4.2.6</u>
§ 4.1.7 Civil engineering	<u>Architect</u>	<u>4.2.7</u>
§ 4.1.8 Landscape design	<u>Not Provided</u>	
§ 4.1.9 Architectural interior design (B252™–2007)	<u>Architect</u>	<u>4.2.9</u>
§ 4.1.10 Value analysis (B204™–2007)	<u>Not Provided</u>	
§ 4.1.11 Detailed cost estimating	<u>Not Provided</u>	
§ 4.1.12 On-site project representation (B207™–2008)	<u>Not Provided</u>	
§ 4.1.13 Conformed construction documents	<u>Architect</u>	<u>4.2.13</u>
§ 4.1.14 As-designed record drawings	<u>Architect</u>	<u>4.2.14</u>
§ 4.1.15 As-constructed record drawings	<u>Not Provided</u>	
§ 4.1.16 Post occupancy evaluation	<u>Architect</u>	<u>4.2.16</u>
§ 4.1.17 Facility support services (B210™–2007)	<u>Not Provided</u>	
§ 4.1.18 Tenant-related services	<u>Not Provided</u>	
§ 4.1.19 Coordination of Owner’s consultants	<u>Not Provided</u>	
§ 4.1.20 Telecommunications/data design	<u>Not Provided</u>	
§ 4.1.21 Security evaluation and planning (B206™–2007)	<u>Not Provided</u>	
§ 4.1.22 Commissioning (B211™–2007)	<u>Not Provided</u>	
§ 4.1.23 Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.24 LEED® certification (B214™–2012)	<u>Not Provided</u>	
§ 4.1.25 Historic preservation (B205™–2007)	<u>Not Provided</u>	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™–2007)	<u>Not Provided</u>	
§ 4.1.27 Temporary Occupancy and Construction Documents for school attendance during construction	<u>Not Provided</u>	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

- .1 Programming as completed for Pre-design and Pre-referendum work by the Architect.
- .2 Multiple preliminary designs as provided for Pre-Design and Pre-referendum work by the Architect.
- .3 Measured drawings beyond required minimums for demolition, remodeling and new additions shall be added service.
- .5 Existing Middle School site as provided in survey format by the Owner’s surveyor. Adjacent sites and/or other school properties evaluation and planning shall be an additional service.
- .6 Building Information Modeling (BIM) will be provided by the Architect and the following engineering disciplines: structural, mechanical, plumbing, and electrical. Other consultants may

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- utilize ACAD or other digital documentation system that may not be three dimensional modeling (BIM).
- .7 Civil Engineering for the specific project and property shall be provided in Basic Services.
- .9 Architectural Interior Design for the specific project including typical wall, floor and ceiling finishes shall be provided in Basic Services.
- .13 Construction Documents as defined in Section 3.4 shall be provided in basic services.
- .14 As-Designed record drawings as defined in Section 3.4 shall be provided in Basic Services.
- .16 Post occupancy evaluation shall be provided as a maximum one-day project observation and review of warranty items at approximately eleven months after the date of substantial completion.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.
- .13 Changes required in the Instruments of Service to reduce the cost of the Project where the Owner and/or Construction Manager has provided Value Engineering;
- .14 Providing services made necessary by the default or termination of the Construction Manager, contractor, by defects or deficiencies in the construction of the Project or by the failure of the Owner, Construction Manager, any contractor, or others performing services or Work in connection with the Project; or
- .15 Providing services in connection with building commissioning.

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.16 Providing services made necessary by changing the contract of the Construction Manager from Construction Manager as Advisor Edition to contract such as A133 for Construction Manager as Constructor.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .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;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is ~~earlier~~ earlier; or
- .7 Failure of performance of Owner's Construction Manager, consultants or contractors.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections 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) inspections for any portion of the Work to determine final completion

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update 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 furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's

budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

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

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

§ 5.6 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 necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services 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. Nothing herein, however, shall be deemed to create an obligation on the part of the Owner to furnish legal counsel or to indemnify the Architect for its alleged wrongful acts.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. The Architect's obligations under this Agreement are the same even if the Owner fails to give notice of any defects.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The

Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

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 Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

~~§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.~~

§ 6.3.1 The Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

§ 6.3.2 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

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

- .1 give written approval of an increase in the budget for the Cost of the Work;

- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- ~~.3 implement any other mutually acceptable alternative.~~

§ 6.6 If at the conclusion of the Design Development Phase, the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, ~~except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.~~ Work.

§ 6.8 If the budget for the Cost of the Work 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; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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, law.~~ The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent ~~that insurance coverage is not compromised, and to the extent~~ damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. Owner agrees that the Architect is named as an additional insured under the Commercial General Liability Insurance obtained by the Contractor for the Project. Except for negligent acts and defects in the plans and specifications, Owner agrees to indemnify and defend Architect and its subconsultants against claims made by the Contractor or subcontractor unless the claim is for Architect's or Architect's subconsultant negligent acts, errors or omissions in the plans and specifications.

§ 8.1.3 The Architect and Architect's subconsultants shall indemnify and hold the Owner and ~~the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.~~ its officers, employees and successors, harmless from and against all damages, losses, and judgments, including reasonable attorney's fees and expenses to the extent they arise from Architect's negligent acts, errors or omissions in the performance of its services and for patent, copyright or trademark infringement attributable to Architect's services. Architect's liability arising from this indemnification and its liability for damages generally in connection with the Agreement, shall be limited to two million dollars (\$2,000,000.00). Owner further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of Architect shall have personal liability under this Indemnification provision, under any provision of the Agreement or for any matter in connection with the professional services provided in connection with the Project.

§ 8.1.3.1 To the extent permitted by Minnesota law, Owner assumes liability for and agrees to indemnify, and hold Architect, its consultants, and their respective officers, directors, shareholders, partners, principals, employees and successors harmless from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from negligent acts, errors or omissions of Owner, its agents, employees, consultants, contractors or construction manager (collectively for this indemnity "Owner Entity"). This indemnity applies to any Owner Entity deviations from the Instruments of Service not approved by the Architect in writing. Owner shall provide written notice of any known inconsistencies in the Architect's services expeditiously after discovery. Owner has no obligation to investigate Architect's services for inconsistencies. The provisions of this section shall extend for all time notwithstanding the termination or expiration of the Agreement.

§ 8.1.4 The Architect 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.

§ 8.1.5 Direct Negotiation, as defined below, will be the initial process utilized by the parties. Either the Owner or the Architect may make a request for Direct Negotiation as an initial attempt to resolve any claim, dispute, or other matter

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arising out of this Agreement. Direct Negotiation Representatives of the parties shall be the Owner's Designated Representative, as defined in Section 1.1.8 and the Architect's Designated Representative, as defined in Section 1.1.11. Direct Negotiation will take place at the project worksite or at a location as agreed to by Owner's and Architect's Designated Representatives. Each party shall document results of the Direct Negotiation, and these documents shall be exchanged between the parties.

§ 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 Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

§ 8.2.4 If the parties do not resolve a dispute ~~through direct negotiation and/or~~ mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Refer to Section 8.1.5

~~**§ 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 shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. 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 issues 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 fact or law 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 Architect 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 Architect under this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. due.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that 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 A232-2009, General Conditions of the Contract for Construction.

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

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. Notwithstanding the foregoing, nothing in this Section shall be interpreted to be inconsistent with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

A stipulated sum fee of Two Million Four Hundred Thousand Dollars (\$2,400,000) based upon Cost of Work defined in Article 6.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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Stipulated sum fee or hourly rate, as mutually agreed upon by the parties by amendment to this Agreement.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated sum fee or hourly rate, as mutually agreed upon by the parties by amendment to this Agreement.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

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

<u>Programming/Pre-Design</u>	<u>Five</u>	<u>Percent</u>	<u>5</u>	<u>%</u>
Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>Twenty-Five</u>	percent (<u>25</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (<u>30</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

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

§ 11.6 When compensation is based on a stipulated sum or a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

See Exhibit A – Hourly Rates

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses will not exceed \$60,000 and are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. See Exhibit A – Reimbursable Expenses Rates.

~~§ 11.9 Compensation for Use of Architect's Instruments of Service~~

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

§ 11.8.3 Reimbursable Expenses for the Pre-Bond Issue phase shall be invoiced monthly and shall be due and payable by the Owner within thirty (30) days of receipt of the invoice.

§ 11.10 Payments to the Architect

§ 11.10.1 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 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 Architect in the State of Minnesota.~~
(Insert rate of monthly or annual interest agreed upon.)

%

~~§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. Payments to the Architect shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or Projects upon receipt by the Owner of off-setting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Architect's compensation for any reason unless the Architect has been found to be legally liable for such amounts.~~

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to 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:

§ 12.1.1 The Owner and the Architect agree, that due to the nature of construction, certain costs and changes may be required during the project and that a Design and Construction Contingency be included in the Cost of the Work as

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outlined in Section 6.3. Owner agrees to require the Construction Manager to establish a Design and Construction Contingency of a minimum five percent (5%) of the Cost of the Work for changes in the construction of the project and for omissions, ambiguities or inconsistencies in the construction documents. The Design and Construction Contingency will be used, as required, to pay for any such increased cost and changes due to construction modifications or adjustments to the construction documents.

§ 12.1.2 Upon completion of the Work, the Architect shall compile for and deliver to the Owner a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Architect shall assume will be reliable; the Architect cannot and does not warrant their accuracy.

§ 12.1.3 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions other natural disasters; fires, riots, acts of terrorism, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's Construction Manager, contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to an equitable adjustment in schedule or compensation.

§ 12.1.4 If, due to the Architect's omission, a required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§ 12.1.5 Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

§ 12.1.6 It is acknowledged that the Architect may be requested by the Owner to subcontract certain laboratory testing services on behalf of the Owner. The Architect agrees to do so in reliance upon the Owner's assurance that the Owner will make no claim or bring any action at law or in equity against the Architect as a result of these subcontracted services. The Owner understands that the Architect has not performed any independent evaluation of the testing laboratory's data and the Owner shall not rely upon the Architect to determine the quality or reliability of the testing laboratory's reports. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from the services performed by the testing companies and for tests recommended by the Architect and not completed per the Owner's direction, except only those damages, liabilities or costs caused by the negligence or willful misconduct of the Architect.

§ 12.1.7 The Owner will promptly notify the Architect of the duties, responsibilities and authority of its Construction Manager and their relationship to the duties, responsibilities and authority of the Architect. A copy of the agreement between the Owner and the construction manager will be provided to the Architect.

§ 12.1.8 Architect is not responsible to Owner or any third-parties for errors, omissions or other deficiencies in the services of any other design professional or design-build contractor rendering design, engineering or related services for Owner not employed by Architect. Architect's sole liability in connection with the services of Owner's consultants or design-build contractors shall be to coordinate Owner's consultant's portion of the Instruments of Service. Owner shall require consultants or design-build contractors retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants. Architect is not responsible to Owner or any third parties for errors, omissions or other deficiencies in the services of any other design professional or design-build contractor rendering design, engineering or related services for benefit of Owner or the Project, whether retained by Architect or Owner. Architect's sole liability in connection with the services of consultants or design-build

contractors shall be to coordinate the consultant's portion of the Instruments of Service. Architect shall take whatever action is reasonably necessary, including, if necessary, an assignment of rights, to enable Owner to pursue its claims for errors, omissions and deficiencies directly against any consultant retained by Architect. Owner shall require consultants or design-build contractors retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- ~~.2~~ AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:

- ~~.3~~ AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

~~.4~~ —

- .2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A - Hourly Rates
Exhibit B - Reimbursable Expenses

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

OWNER (Signature)

Matthew Helgerson, Superintendent
Jordan Public Schools
(Printed name and title)

ARCHITECT (Signature)

Christopher J. Gibbs, Vice President
DLR Group, inc. (a Minnesota corporation)
(Printed name and title)

CATEGORY NUMBER/TITLE	2014 RATES	DESCRIPTION OF CATEGORY
7. SENIOR EXPERT	\$350	Leaders who provide industry expertise to our clients' business
6. DISCIPLINE LEADER	\$225	Senior Professionals who lead Projects Senior Professionals who lead discipline level staff and provide design decisions and quality control
5. SENIOR PROFESSIONAL	\$165	All registered or licensed Professionals with 10 years or more experience since registration. All personnel in equivalent roles in related professional disciplines in which there is no registration, but who have 15 years experience in their field including 10 years experience in leadership roles in those related disciplines. Examples of these disciplines are: Accounting, Office Management, Business Development, Construction Administration, Design, Technology or similar areas of expertise.
4. PROFESSIONAL	\$140	New registrants and all registered professionals with less than 10 years since registration. Nonregistered Architectural, Engineering or Design personnel who have more than 15 years experience in their professional discipline and are in direct professional leadership roles in their field. All personnel in equivalent roles in related professional disciplines in which there is no registration, but who have 15 years experience and are in direct leadership roles in their field. Examples of these disciplines are: Accounting, Office Management, Business Development, Construction Administration, Design, Technology or similar areas of expertise.
3. PROFESSIONAL SUPPORT	\$110	New professional degreed graduates and interns who are not yet registered. Nonregistered Architectural, Engineering or Design personnel who have 10 years experience in their professional discipline under the supervision of registered professionals or related discipline professionals. All personnel in related professional disciplines in which there is no registration, but have 10 years experience in their field. Examples of these disciplines are: Accounting, Office Management, Business Development, Construction Administration, Design, technology or similar areas of expertise and work under the supervision of others in their field. Drafters, CADD technicians, Designers and similar technicians without registration, but with 10 years experience in their professional support field.
2. TECHNICAL	\$85	Nonregistered Architectural, Engineering, or Design personnel who have less than 10 years experience in their professional discipline. All personnel in related professional disciplines in which there is no registration, but have less than 10 years experience in their field. Drafters, CADD technicians, Designers and similar technicians without registration, but with less than 10 years experience in their professional support field. All Administrative support, clerical and word processing personnel with 10 years experience.
1. CLERICAL	\$55	All Administrative support, clerical and word processing personnel with less than 10 years experience.

revised 9-17-11

Discipline (Second two digits of Billing Category)

01 - Project Management
02 - Construction Management
03 - Cost Analysis
04 - Architecture
05 - Interior Design

10 - Electrical Engineering
11 - Technology Planning
13 - Business Development
14 - Administration

PREVAILING REIMBURSABLE EXPENSES

Effective January 1, 2014

Exhibit B

<u>Description</u>	<u>Rates</u> *
Reproduction/Scanning:	
8-1/2" x 11" B&W Bond	\$.10
8-1/2" x 11" Color	\$ 1.00
Scanning 8-1/2 x 11	\$.10
11" x 17" B&W Bond.....	\$.20
11" x 17" Color.....	\$ 2.00
Scanning 11 x 17.....	\$.20
15" x 21" Bond.....	\$.35
18" x 24" Bond.....	\$.45
24" x 36" Bond.....	\$.90
30" x 42" Bond.....	\$ 1.35
36" x 48" Bond.....	\$ 1.85
Bond Plot for Printing (rate per S.F.).....	\$.154/SF
Scanning 15x21 to 36x48	\$.55/SF
Large Format Vellum.....	\$ 1.05/SF
Large Format Mylar	\$ 2.15/SF
HP Plotter B&W Bond Plots	\$ 1.00/SF
HP Plotter B&W Vellum Plots.....	\$ 2.00/SF
HP Plotter B&W Mylar Plots	\$ 2.50/SF
HP Plotter Color Line Plots	\$ 3.25/SF
HP Plotter Color 24-lb. Bond Paper Plots	\$ 4.50/SF
HP Plotter Color Nonglossy 7 mil Paper Plots	\$ 6.00/SF
HP Plotter Color Glossy Paper Plots.....	\$10.00/SF

* Rates include all binding, stapling, collating, maintenance, etc.
Shipping and handling not included.

Mileage (rate per mile)	Prevailing Government Rate
Air Fare.....	As billed to DLR Group
Auto Rental.....	As billed to DLR Group
Other Transportation	As billed to DLR Group
Parking and Tolls	As billed to DLR Group
Meals	As billed to DLR Group
Lodging	As billed to DLR Group
Postage	As billed to DLR Group
Delivery Charges	As billed to DLR Group
Telephone (Long Distance).....	As billed to DLR Group
Materials and Supplies	As billed to DLR Group
Models and Renderings (Presentation)	As billed to DLR Group
Photographic/Film	As billed to DLR Group
Photographic/Typeset	As billed to DLR Group
Codes/Ordinances	As billed to DLR Group
Legal.....	As billed to DLR Group
Consultants	Cost plus 10%

Project Reimbursable Expenses will be invoiced at cost plus 10%, except Consultants, which will be billed as noted. Reimbursable Expenses are subject to periodic adjustment.

Revisions to B132 – 2009 Agreement between
DLR Group, Inc. (Architect) and Independent School District No. 717,
Jordan Public Schools (Owner)

1. Section 3.6.2.2: Revise in the following manner: “The Architect shall ~~has the authority to reject~~ Work that does not conform to the Contract Documents unless otherwise approved by the Owner, and shall notify the Construction Manager about the rejection.”
2. Section 5.10: Add “Nothing herein, however, shall be deemed to create an obligation on the part of the Owner to furnish legal counsel or to indemnify the Architect for its alleged wrongful acts.” to the end of the section.
3. Section 5.11: Add “The Architect’s obligations under this Agreement are the same even if the Owner fails to give notice of any defects.” to the end of the section.
4. Section 8.1.1: Delete the following clause: “but in any case not more than 10 years after the date of Substantial Completion of the Work.”
5. Section 8.1.2: Add “To the extent that insurance coverage is not compromised, and” to the beginning of the first sentence.
6. Section 8.1.3: Delete the second sentence.
7. Section 8.1.3.1: Add “To the extent permitted by Minnesota law,” to the beginning of the first sentence.
8. Section 8.1.4: Delete in its entirety.
9. Section 8.2.2: Revise in the following manner: “The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ A request for mediation shall be made in writing, and delivered to the other party to the Contract, ~~and filed with the person or entity administering the mediation.~~”
10. Section 8.2.4: Select “Litigation in a court of competent jurisdiction” instead of “Other.”

11. Section 9.6: Revise in the following manner: “In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due ~~and all Termination Expenses as defined in Section 9.7.~~”
12. Section 9.7: Delete in its entirety.
13. Section 10.8: Add “Notwithstanding the foregoing, nothing in this Section shall be interpreted to be inconsistent with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.” to the end of the section.

RRM: 185953

After Attorney Revisions were presented:

DLR Comments:

Dear Mr. Helgerson,

Thank you for reviewing the draft **contract** agreement sent to you earlier and your list of revisions to consider. After internal review here at **DLR** Group, we are responding to the List of Revisions to the B132-2009 Standard Form of Agreement Between Owner and Architect, Construction Manager as Advisor Edition, that you forwarded to Chris Gibbs. The numbers herein and our responses correspond to the numbers 1-13 on your "Revisions List" document. Please review our comments and concerns with your counsel and get back to us at your earliest convenience.

1. Section [3.6.2.2](#): We request that the original language remain as written.

The modifications as proposed do not actually change specific language in the article as we have it written. If you are suggesting that the one sentence modification replace the paragraph written, we do not concur with that suggestion due to the fact that **DLR** Group will not hold contracts with any contractor or subcontractor. Only the District will hold those contracts and can thus choose to reject Work or not. This section as written clearly allows for the Architect to "advise the Owner in writing, regarding a recommendation of rejection of Work..." The CM, who also holds a **contract** with the District is notified as well and can review the advice of the architect with the District. Upon acceptance of the Architect's written advice, the District can then determine with the Architect and the CM to inspect or test the Work in accordance with the **Contract** Documents, gather and review the results and make the ultimate decision thereafter.

2. **DLR** Group accepts the proposed revisions to Section 5.10.
3. **DLR** Group accepts the proposed revisions to Section 5.11.
4. **DLR** Group accepts the proposed revisions to Section 8.1.1.
5. **DLR** Group accepts the proposed revisions to Section 8.1.2.
6. Section 8.1.3: Rather than delete the limitation of \$1,000,000 dollars, **DLR** proposes that we increase the limit to \$2,000,000 per claim and aggregate and assure that the limits are the same as the insurance coverage in place for the project.

7. DLR Group accepts the proposed revisions to Section 8.1.3.1.

8. Section 8.1.4: DLR requests that this waiver of consequential damages remain in the contract. This very important mutual waiver applies to consequential damages which are indirect and unanticipated and can include loss of business profits and reputation. A waiver often removes a source for inflated claims. We cite the case of Perini Corporation v. Greate Bay Hotel & Casino, Inc. The American Institute of Architects along with all of its professional contract partners revised the A201 General Conditions and associated contract language to add the mutual waiver of consequential damages from both the Owner and the Contractor.

9. DLR Group accepts the proposed revisions to Section 8.2.2.

10. DLR Group accepts the proposed revisions to Section 8.2.4.

11. DLR Group accepts the proposed revisions to Section 9.6.

12. DLR Group accepts the proposed revisions to Section 9.7.

13. DLR Group accepts the proposed revisions to Section 10.8.

Attorney Comments after new proposal from DLR:

I have reviewed the response from DLR and have the following comments about the proposed revisions that DLR has not accepted.

Section [3.6.2.2](#): The original language is acceptable. My proposal was aimed at requiring DLR to simply reject non-conforming work, but with the original language, DLR will still have to make recommendations of rejection of work to the District.

Section 8.1.3: The increase in insurance coverage from \$1,000,000 to \$2,000,000 makes the limitation more acceptable.

Section 8.1.4: The mutual waiver of consequential damages benefits DLR, as the District would be far more likely to suffer consequential damages than DLR. Regardless, it would be extremely rare for an architect to be held liable for consequential damages. As a result, I would not consider this clause to be a deal-breaker.